IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.	EQUITY NO. 6400 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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 in this Honorable Court on the 29th day of March, 1933, has sold under L. Albert Crandall and Lillian M. Crandall, his wife, all that tract or parcel of land situate, lying and being at the northwest intersection formed by Greenfield Street and Spa View Avenue, in the City of Annapolis, Maryland, and being designated as Lot No. Twenty-two (22), according to a Revised Plat of Lots on Spa View Avenue and Greenfield Street, Annapolis, Maryland, made by J. Revell Carr, June, 1931; said property being a portion of that property which was conveyed to Charles F. Lee, Trustee, by Maggie McGuckian, widow, et al, by deed dated November 29, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106, folio 275; at and for the sum of FIFTEEN HUNDRED DOLLARS ($1500.00), of which $25.00 has been paid, and the balance to be paid in cash on or before the first day of April, 1940, or as soon as deed can be delivered.

Second. Your Trustee further reports that the sale was fairly made, and that the purchasers are entitled to received for said property upon the payment of the balance due.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order in the premises, authorizing and directing him to convey unto the said L. Albert Crandall and Lillian M. Crandall, his wife, the lot

or parcel of land described described above.

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 23rd day of March, in the year 1940, 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 are true as therein stated, and that the sale was fairly made.

Witness my hand and Notarial Seal.

Granville Lee Meredith
Granville Lee Meredith, Notary Public

We, the undersigned, parties to the above Report of Sale, do hereby consent to an immediate ratification of said sale.

Charles F. Lee
Charles F. Lee, Trustee

L. Albert Crandall
L. Albert Crandall, Purchaser

Lillian M. Crandall
Lillian M. Crandall, Purchaser

Annapolis, Md., March 23, 1940.

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 it is out opinion that the sum of $1500.00 is a fair and adequate price for said Lot No. 22.

Carey L. Meredith

Carey L. Meredith

James H. Murray

James H. Murray

Filed: March 27th, 1940

UPON the foregoing Petition, affidavit and consent to an immediate ratification of the sale reported herein, it is hereby Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 27th day of March, in the year 1940, that the sale of Lot No. 22 to L. Albert Crandall and Lillian M. Crandall, his wife, 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 property upon payment of the balance due as set forth in said report of sale.

Judge

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.	EQUITY NO. 6400 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Charles F. Lee, Trustee, in the above entitled matter, respectfully represents unto your Honors:

First. That on the 27th day of March, 1940, your Petitioner filed in this Honorable Court a report of sale of Lot No. 22, according to a Revised Plat of Lots on Spa View Avenue and Greenfield Street, Annapolis, Maryland, made by J. Revell Carr, June, 1931, said lot being situate at the intersection formed by Greenfield Street and Spa View Avenue, to L. Albert Crandall and Lillian M. Crandall, his wife: and your Petitioner prayed this Court to pass an order authorizing and permitting him to convey said lot in accordance with the report, which order was duly signed.

Second. That the said L. Albert Crandall and Lillian M. Crandall, his wife, consented to the immediate ratification of said sale.

Third. That before the payment of the purchase price of the said property, the said L. Albert Crandall and Lillian M. Crandall, his wife, caused the lot to be surveyed, and it was found that there was not sufficient dimensions in the lot to construct the type of house thereon as contemplated, thus making the lot unsuitable for their purposes; and now both your Petitioner and the purchasers have agreed to petition this Court to rescind said order ratifying and confirming said sale.

NOW, THEREFORE, your Petitioner prays your Honors to pass an order in the premises rescinding the order passed March 27, 1940.

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 13th day of April, in the year 1940, 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 Petition as true as therein stated.

Witness my hand and Notarial Seal.

Granville Lee Meredith
Granville Lee Meredith, Notary Public

We, the undersigned, hereby consent to and request the passage of the order rescinding the sale as prayed herein.

L. Albert Crandall
L. Albert Crandall

Lillian M. Crandall
Lillian M. Crandall

Filed April 16, 1940

UPON the foregoing petition, affidavit and consent of the purchasers, it is this 16th day of April, in the year 1940, by the Circuit Court for Anne Arundel County, in Equity, Ordered that the order of this Court, passed in the above entitled cause on the 27th day of March, 1940, be and the same is hereby rescinded, and that said sale reported be and the same is hereby set aside.

Richard H. Mudd
Judge

IN THE MATTER OF THE TRUST : EQUITY NO. 6400
ESTATE OF THOMAS McGUCKIAN, : IN THE CIRCUIT COURT FOR
DECEASED. : ANNE ARUNDEL COUNTY
: : : : : : : : : : : : : : : :

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 in this Honorable Court on the 29th day of March, 1933, has sold to William F. Joachim and Jeanette C. Joachim, his wife, all of that lot or parcel of land situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, and described as follows: being Lot No. 22 shown on the Revised Plat of lots on Spa View Avenue and Greenfield Street (now known as Chase Street). Said plat made by J. Revell Carr, Surveyor, and duly filed among the Plat Records of Anne Arundel County, Maryland; at and for the sum of Eighteen Hundred Dollars ($1,800.00), of which the sum of One Thousand Dollars ($1,000.00) has been paid, and the balance to be paid in monthly installments of Seventy-five Dollars ($75.00). All deferred payments to bear interest at the rate of 5% and to be adjusted quarterly: as shown by contract of sale dated October 13, 1944, and filed herewith as a part hereof.

Filed Oct. 23, 1944

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 lot 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, Trustee
Charles F. Lee, Trustee

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

I hereby certify that on this 21st day of October, in the year 1944, 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 therin set forth, and that sale was fairly made.

Witness my hand and Notarial Seal.

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, Trustee
Charles F. Lee, Trustee

William F. Joachim
William F. Joachim

Jeanette C. Joachim
Jeanette C. Joachim

Annapolis, Md., October 19, 1944

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 ($1,800.00) for said property is fair and adequate.

James H Murray

D H Monath

Filed October 31, 1944

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 31st day of October, 1944, that the sale of Lot No. 22, as herein described, to William F. Joachim and Jeanette C. Joachim, his wife, at and for the sum of Eighteen Hundred Dollars ($1,800.00), be and 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 lot to the said purchasers when the purchase price has been paid, and the terms of sale complied with in full.

Ridgely McIlvain
Judge

CONTRACT OF SALE

Approved by The Real Estate Board of Anne Arundel County, Maryland LIBER 85 PAGE 9

THIS AGREEMENT, Made this 13th day of October

19 44, by and between CHARLES F. LEE, TRUSTEE OF THE ESTATE OF THOMAS McGUCKIAN

of the first part, hereinafter called Vendor, and WILLIAM F. JOACHIM AND JEANETTE C. JOACHIM, 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, the following described property situate and lying in the sixth Election District of Anne Arundel County, Maryland, and described as follows: being lot No. 22 shown on the Revised Plat of lots on Spa View Avenue and Greenfield Street (now known as Chase Street). Said plat made by J. Revell Carr, Surveyor, and duly filed among the Plat Records of Anne Arundel County, Maryland.

Subject to the restrictions of record, and also subject to ratification by the Circuit Court of Anne Arundel County, Maryland.

At and for the price of EIGHTEEN HUNDRED AND - - 00/100 Dollars, of which ONE THOUSAND AND - - - - - 00/100 Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in monthly installments of seventy-five dollars ($75.00). All deferred payments to bear interest at the rate of 5% and to be adjusted quarterly.

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~~ this agreement, 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, 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:

Betty M. Joachim

Dorothy J. Howell

Chas. F. Lee, Trustee Estate of Thos. McGuckian (SEAL)

(SEAL)

Wm. F. Joachim (SEAL)

Jeanette C. Joachim (SEAL)

In the Matter of the Trust Estate of Ferdinand Frederick and Wilhelmina Frederick, his wife, et al.	No. 3612 Equity. In the Circuit Court for Anne Arundel County.

Filed 20 May 1912

The report of Ridgely P. Melvin, Trustee under the Deed of Trust mentioned in these proceedings and with the power conferred by said Deed of Trust to make sale of the property described therein, respectfully shows:

That after having given bond with approved security for the faithful performance of his trust, and after having complied with all the other pre-requisites as required by law and by the said Deed of Trust, and after having given due notice of the time, place, manner and terms of sale by advertisements inserted in the "EVENING CAPITAL", a daily newspaper printed and published in Anne Arundel County, and also in the "EVENING STAR" of Washington, D. C., and "THE SUN" of Baltimore, Maryland, for more than twenty days before the day of sale, and by handbills distributed throughout the said County and elsewhere, the said Trustee did, pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, the 14th day of May, 1912, at 12 o'clock noon, and then and there proceeded to sell the following property described in said Deed of Trust, namely:

1. The property on the southwest side of Main Street, Annapolis, known as the"Magnet Theatre Property,", consisting of a lot of groung fronting 28 feet, more or less, on said street with a depth therefrom of 115 feet. The improvements on this lot consist of a valuable new brick and concrete building constructed for the special uses of moving picture shows, bowling alleys and pool rooms. This said property was then and there sold to Dorothy E. Frederick at and for the sum of Six Thousand Two Hundred and Twenty-five Dollars ($6,225.), she being at that sum the highest bidder therefor.

2. All that lot of ground with the building and improvements thereon designated as No. 34 Northwest Street, Annapolis, fronting 39 feet thereon with a depth therefrom of 48 feet. This property was sold to Dorothy E. Frederick at and for the sum of Seven Hundred and Sixty Dollars ($760.), she being at that sum the highest bidder therefor.

3. All that lot of ground with the buildings and improvements thereon designated as Nos. 3 and 5 Carroll Street, Annapolis, fronting 38 feet 6 inches thereon. This property was purchased by William Sparrow at and for the sum of One Thousand and Seventy-five Dollars ($1,075.), he being at that sum the highest bidder therefor.

4. All that tract or those tracts of land aggregating 170 acres, more or less, with the buildings and improvements thereon, situated on the new boulevard between Annapolis and Baltimore constituting the land and premises for many years occupied by Ferdinand Frederick and family as their home place. This property was purchased by the said Dorothy E. Frederick at and for the sum of Seven Thousand One Hundred and Ten

Dollars ($7,110.), she being at that sum the highest bidder therefor.

The said Trustee sold the above described property in the order above set forth, and the amounts of the said sales aggregate the sum of Fifteen Thousand One Hundred and Seventy Dollars ($15,170.).

The terms of sale, as set forth in said advertisement, are as follows: A deposit of $500 at the time of sale will be required of the purchaser of the Magnet Theatre property and of the farm property, if purchased in its entirety, and a deposit of $200 at the time of sale from the purchaser of the Northwest street and Carroll street properties; and from the purchaser of any portion of the farm property; the deferred payments with interest at the rate of six per cent. per annum from the date of sale, to be paid upon the ratification of the sale.

Respectfully submitted,

Ridgely P. Melvin

Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 20 day of May, 1912, before the subscriber, a Deputy Clerk for the Circuit Court for Anne Arundel County, personally appeared Ridgely P. Melvin, Trustee as aforesaid, 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.

Wm N. Woodward

DEPUTY CLERK.

In the Matter of the Trust Estate of Ferdinand Frederick and Wilhelmina Frederick, his wife, et al.

No. 3612 Equity.
In the Circuit Court
for Anne Arundel County.

Filed, May 20 1912

ORDERED by the Circuit Court for Anne Arundel County, in Equity, this 20th day of May, 1912, that the sale of the property mentioned in these proceedings and reported by Ridgely P. Melvin, Trustee under the Deed of Trust mentioned in these proceedings, unless cause to the contrary therefor be shown on or before the 22nd day of June, next; PROVIDED a copy of this Order be inserted in some newspaper printed and published in Anne Arundel County once in each of three successive weeks before the 22 day of June, next.

The report states the amount of the sale to be $15,170.

Geo. Wells, Clk

Filed 1st August 1912

ORDERED by the Circuit Court for Anne Arundel County this 1 day of August, 1912, that the sale made and reported by the Trustee under the Deed of Trust mentioned in these proceedings be and the same is hereby finally ratified and confirmed; no exceptions having been withdrawn and 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 said Trustee is allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Jas. P. Mathias

No. 7398 Equity

STATE OF MARYLAND :
: Sct.:
CITY OF BALTIMORE :

At a session of the Court of Common Pleas in the Eighth Judicial Circuit of the State of Maryland, begun and held at the Court House in the City of Baltimore, on the Second Monday in May, 1938,

Were present:

The Honorable Duke Bond, Judge.
Frank C. Robey, Clerk
Joseph C. Deegan, Sheriff.

Filed: 3 June 1954

In the Record of Proceedings of said Court, among other, were the following, to wit:

IANTHA TURNER :
:
VS. :
: Folio 334
CHARLES PEARMAN and : Docket 1938
LILLIE PEARMAN, his wife :

On the 14th. day of May, 1938, a Transcript of Record from the Circuit Court for Anne Arundel County was received, which among others, contained the following Declaration in Ejectment:

IANTHA TURNER	:	No.68 Appearances
	:	
VS.	:	IN THE CIRCUIT COURT
	:	FOR
CHARLES PEARMAN and	:	ANNE ARUNDEL COUNTY
LILLIE PEARMAN, his wife	:	

The Plaintiff, Iantha Turner, by H. Melvin Bull and J. Oliver Clark, her Attorneys, sues Charles Pearman and Lillie Pearman, his wife, for that the said Iantha Turner, heretofore, to wit: on or about the 1st. day of November, in the year 1936, was in possession in Anne Arundel County, State of Maryland, of all that parcel of land situate and lying in the Third Election District of said County and contained within the meets and bounds, courses and distances following, that is to say

Beginning for the same at a point on the southwest side of a 20 foot right of way (with use in common) leading to the Mountain Road from the property of William Pearman; said point of beginning being south 36 degrees, 29 minutes east 100 feet from the beginning of the south 41 degrees, 15 minutes east perch line of the conveyance from Charles A. Robinson, et.al. to William Pearman and wife recorded among the Land Records of Anne Arundel County aforesaid, in Liber G. W. No.66, Folio 372 &c., thence with said line, as now surveyed, south 36 degrees 29 minutes east 382.3 feet to an old boundary stone set on the north side of the Mountain Road; thence leaving said Road and following an old fence row and the

outlines, north 19 degrees 12 minutes east 462 feet to a stake, thence still with said outlines north 22 degrees 12 minutes east 132 feet and north 27 degrees 12 minutes east 120 feet, more or less, to a stake; thence leaving the outlines south 53 degrees 31 minutes west 604 feet, more or less, to the beginning. Containing two and five tenths acres of land, more or less, according to a survey by Edward Hall,Jr. in May,1929.

And that the said Charles Pearman and Lillie Pearman, his wife, did on or about the 1st. day of November, in the year 1936, in Anne Arundel County, Maryland, wrongfully enter said parcel of land and eject her, the said Iantha Turner, from said lot or parcel of land, and ever since hath retained and still retains possession, and have collected the rents from said land, and other wrongs to the said Iantha Turner then and there did to her great damage, and the said Iantha Turner claims at recovery of said parcel of land, and for her damages, three thousand dollars ($3000.00).

H. Melvin Bull

J. Oliver Clark
Attorneys for Plaintiff

And the Plaintiff elects to have this case tried before a Jury.

H. Melvin Bull

J. Oliver Clark
Attorneys for Plaintiff

Filed January 11, 1938.
(Circuit Court for Anne Arundel County)

And on the 8th. day of October, 1938, the Docket in the Court of Common Pleas, contains the following entry:

8 Oct.,1938 -- Demurrer to Nar withdrawn and Declaration to be amended, by agreement; Amendment filed.

IANTHA TURNER	:	No.71
VS.	:	IN THE
	:	COURT OF COMMON PLEAS
CHARLES PEARMAN and LILLIE PEARMAN, his wife.	:	OF BALTIMORE CITY
	:	

Counsel agree that the declaration in the above entitled case be and is hereby amended by interlineation of the following paragraph at the conclusion of the meets and bounds description and following the words, "according to a survey by Edward Hall,Jr., in May, 1929." to wit:

"And that on or about November 1st., in the year 1936 and prior thereto and ever since said date, the title and ownership in said property has been and still is vested in the said Iantha Turner."

It is further agreed that the demurrer filed on behalf of the Defendants herein be and is hereby withdrawn.

J. Oliver Clark

H. Melvin Bull
Attorneys for Plaintiff

Noah A. Hillman
Attorney for Defendant

And on the 15th. day of October, 1938, the Defendants herein, filed the following Plea;

IANTHA TURNER :
VS. :
CHARLES PEARMAN, et.al. :

IN THE
COURT OF COMMON PLEAS

Now come the defendants and for plea say "not Guilty".

Noah A. Hillman
Attorney for Defendants

****

DOCKET ENTRIES

14 May, 1938 -- Transcript of Record from the Circuit Court for Anne Arundel County filed. (Ejectment)

8 Oct.,1938 -- Demurrer to Nar withdrawn and Declaration to be amended, by agreement. Amendment filed.

15 Oct.,1938 -- Defendants' Plea of "Not Guilty" filed.

25 Oct.,1938 -- Appearance of Foster H. Fanseen for Defendants fd.

3 Nov.,1938 -- Jury sworn,etc. (Judge Duke Bond)

3 Nov.,1938 -- Verdict in favor of the Plaintiff for the Property described in the Declaration, One Cent damages and costs.

3 Nov.,1938 -- Judgment on Verdict Nisi.

7 Nov.,1938 -- Judgment on Verdict made absolute in favor of the Plaintiff for the Property described in the Declaration, One Cent damages and costs.

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H. MELVIN BULL

J. OLIVER CLARK, Attorneys for Plaintiff

FOSTER H. FANSEEN,
NOAH A. HILLMAN, Attorneys for Defendants

****

Court Costs:

	$ 8.05	(Anne Arundel County)
Plaintiff -	$ 14.50	
Defendants -	7.40	
Total -	$ 29.95	

****

State of Maryland :
; Sct.:
City of Baltimore :

I Hereby Certify, that the foregoing is truly taken from the Record of Proceedings in the Court of Common Pleas in the case therein mentioned.

In Witness Whereof, I hereunto set my hand and affix the Seal of the Court of Common Pleas, this 25th. day of May, 1954.

Frank C. Coley
Clerk

LIBER 85 PAGE 20

IN THE MATTER OF THE	*	NO. 10,753 EQUITY
SALE OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JOHN V. DEL VECCHIO	*	FOR
AND VIVIAN E. DEL VECCHIO, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * *

MORTGAGE FORECLOSURE

Filed 19 June, 1953.

Mr. Clerk:

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

Harry M. Miller

Harry M. Miller

John H. Hopkins, IV

ASSIGNEES

15 School Street
Annapolis, Maryland

Form 3008 5000 5-17-50 O-T.S.

MORTGAGE—THE MARYLAND TITLE GUARANTEE COMPANY

LIBER 633 PAGE 86

This Mortgage, made this 9th day of May LIBER 85 PAGE 21 No. 10,753 Equity

in the year one thousand nine hundred and fifty-two, by and between, JOHN V. DEL VECCHIO and his wife VIVIAN E. DEL VECCHIO, parties of the first part; Mortgagors, and DAVID J. GITOMER and DORA F. GITOMER, his wife, and ALVIN SCHWARTZ and MARIE G. SCHWARTZ, his wife, Co-partners, trading as "G. &. S. REALTY COMPANY", parties of the second part, Mortgagees.

WHEREAS, the said Mortgagors stand bona fide indebted unto the said Mortgagees in the full and just sum of TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($2,750.00) being cash money this day loaned and advanced by the latter to the former and used and applied as part of the purchase price for the lots of ground hereinafter described, which said sum of money the said Mortgagors hereby covenant and agree to repay unto the said Mortgagees in equal consecutive monthly installments of Thirty Dollars ($30.00) each, beginning one month from the date hereof and continuing monthly thereafter until one year from the date hereof when the unpaid balance of said principal indebtedness shall become due and payable, together with interest to accrue on unpaid balances of principal at the rate of six per centum (6%) per annum, payable monthly at the same times as such payments of principal; both principal and interest being payable in lawful money of the United States of America; and

WHEREAS, prior to default hereunder and prior to maturity hereof, the said Mortgagors shall have the right and privilege of prepaying the Mortgage indebtedness hereby secured in whole or in part at any time without penalty interest to abate proportionately from the date of each and every prepayment so made on account; and

WHEREAS, the said Mortgagees further covenant to subordinate the lien of this mortgage to that of a construction mortgage not to exceed seventy-five per cent (75%) of the appraised value of the land and improvements, and

WHEREAS, it was a condition precedent to the granting of said loan that it be secured by a mortgage, wherefore these presents are executed.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar ($1.00), the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey a three-fourths (3/4) undivided interest unto David J. Gitomer and Dora F. Gitomer, his wife, and a one-fourth (1/4) undivided interest unto Alvin Schwartz and Marie G. Schwartz, his wife, Co-partners trading as "G. & S. REALTY COMPANY", as tenants in partnership, as said tenancy is created and defined by the Maryland Uniform Partnership Act, their assigns, in fee simple, all those two lots of ground situate in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:-

BEING known and designated as Lots Nos. 1 and 3 Ben Oaks Drive West, as shown on the Plat of "Ben Oaks On The Severn", which Plat was recorded among the Plat Records of Anne Arundel County on March 7, 1952.

BEING the same lot of ground described in a Deed from the within named Mortgagees to the within named Mortgagors, dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto.

Filed 14 June, 1953.

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

TO HAVE AND TO HOLD ~~the said lot of ground with the improvements and appurtenances aforesaid unto the said~~ a three-fourths (3/4) undivided interest unto David J. Gitomer and Dora F. Gitomer, his wife, and a one-fourth (1/4) undivided interest unto Alvin Schwartz and Marie G. Schwartz, his wife, Co-partners, trading as "G. & S. REALTY COMPANY", as tenants in partnership, as said tenancy is created and defined by the Maryland Uniform Partnership Act, their assigns, in fee simple, forever.

PROVIDED that if the said principal sum of money loaned as aforesaid, and the interest thereon, shall be paid when due, and if all of the covenants herein mentioned shall be performed, then this mortgage shall be void.

BUT upon any default being made in the payment of the said principal or interest, in whole or in part, when due, or upon any default being made in any covenant or condition of this mortgage, then the whole mortgage debt hereby secured shall thereupon be deemed due and payable forthwith.

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 Public General Laws or any Public Local Laws of the State of Maryland, relating to mortgages, including any amendments, supplements, or additions thereto, do hereby consent to the passage of a decree by either of the Circuit or Chancery Courts of Baltimore City, in the State of Maryland, or by the Circuit or Chancery Court of the County, in the State of Maryland, in which the property herein lies, or where the greater portion thereof may lie, 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); or this mortgage may be foreclosed, and the property herein sold, by the mortgagees , or their personal representatives, ~~successors~~ or assigns, or by , its or their duly constituted attorney, after any such default shall have occurrred, as aforesaid. 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 par selling to sell the same in parts or in ! , 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, or some portion thereof, is located; 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 Fifty Dollars for conducting th roceedings, 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 s, their personal representatives, ~~successors~~, or assigns, hereunder, whether the same shall have matured or not; and, third, the balance, if any, to the said mortgagor s , their heirs, personal representatives, ~~successors~~ or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the mortgagor s, their heirs, personal representatives, ~~successors~~ or assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

AND it is covenanted that until default be made in any covenant or condition of this mortgage (but not thereafter), the said mortgagor s , their heirs, personal representatives, ~~successors~~ or assigns shall have possession of the property, upon paying in the meantime all taxes and assessments, ~~ground rents~~, public dues and charges levied or assessed or to be levied or assessed on the mortgaged property and on the mortgage debt and interest, which mortgage debt and interest, taxes, assessments, ground rents, public dues and charges the said Mortgagor s for themselves, their heirs, personal representatives, ~~successors~~ and assigns covenant to pay when legally due, and upon payment thereof to exhibit to the mortgagee the receipted bills thereof, at the place of business of the mortgagee s , or their agent. And upon any default in any of the covenants of this mortgage, the mortgagee shall be entitled, without notice to the mortgagor s, to the immediate appointment of a receiver of said property, 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 be appointed, the rents and profits of said property are hereby assigned to the mortgagee as additional security.

AND the said mortgagor s covenant to keep the improvements on the land insured against loss by fire and/or other hazards, casaulties and contingencies, in an insurance company or companies selected by, and in the amount designated by the said mortgagee s , and to cause all of the policies covering said premises to be so framed or indorsed with the usual New York standard mortgagee clause as in case of fire and /or other hazards, casaulties and contingencies to inure to the benefit of the said mortgagee s, their personal representatives, ~~successors~~ or assigns, to the extent of their lien or claim under this mortgage, and to deliver all of the policies covering said premises to the mortgagee s , to be kept by the mortgagee s . And in the event of any loss by fire and/or other hazards, casaulties and contingencies the insurance company or companies are hereby directed by the mortgagor s to make payment for such loss to the mortgagee s only, and not to the mortgagor s and mortgagee s jointly; such payment at the option of the mortgagee s may be applied to the extinguishment of the principal, interest and expenses secured by this mortgage whether then due or not, but shall not exceed the amount payable under this mortgage; provided that the mortgagee in lieu of such application may, in writing, consent to the use by the mortgagor s of said insurance money for the reconstruction of the improvements on the mortgaged property.

AND the said mortgagor s covenant to warrant specially the said property and to execute such further assurances thereof as may be requisite.

WITNESS: the hands and seals of the within named Mortgagors.

WITNESS:

3. Jeanne L. Norsworthy
Jeanne L. Norsworthy
as to both
as to both

1. John V. Del Vecchio (SEAL)
John V. Del Vecchio
(SEAL)
2. Vivian E. Del Vecchio (SEAL)
Vivian E. Del Vecchio
(SEAL)

~~MONTGOMERY COUNTY~~ PRINCE GEORGE'S COUNTY
STATE OF MARYLAND, ~~[illegible]~~, TO WIT:

I HEREBY CERTIFY that on this 9th day of May , 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 said County personally appeared JOHN V. DEL VECCHIO and VIVIAN E. DEL VECCHIO, his wife, the within named Mortgagors - and they acknowledged the aforegoing mortgage to be their respective act.

~~[illegible]~~

~~[illegible]~~ ~~[illegible]~~.

In Testimony Whereof, I have affixed my official seal the day and year aforesaid.

Jeanne L. Norsworthy Notary Public
Jeanne L. Norsworthy

My commission expires 5/4/53

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STATE OF MARYLAND, BALTIMORE CITY, TO WIT: LIBER 85 PAGE 24

I HEREBY CERTIFY, that on this 9th day of May in the year one thousand nine hundred fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid personally appeared HARRY M. MILLER, agent of the within named Mortgagees and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the within named Mortgagees duly authorized to made this Affidavit.

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

Recorded: May 15, 1952
at 11.20 A.M.

CARVILLE J. CROSS Notary Public

Application No. 112180
Written by RBK/mt
Approved by RBK Examiner
Ready for Record

THE MARYLAND TITLE GUARANTEE COMPANY

MORTGAGE

FROM

JOHN J. DEL VECCHIO and

VIVIAN E. DEL VECCHIO, his wife

TO

DAVID J. GITOMER and DORA F. GITOMER, his wife, and ALVIN SCHWARTZ and MARIE G. SCHWARTZ, his wife, Co-partners trading as "G.&S. REALTY COMPANY"

Block No.

Received for Record May 15 1952 at 11-20 o'clock A M. Same day recorded in Liber Jhd No. 683 Folio 86 &c., one of the Land Records of Ad to and examined per [signature] Clerk.

Cost of Record $ 8.50

WE HEREBY ASSIGN the within mortgage to Harry M. Miller and John H. Hopkins, IV, Assignees, for the purpose of foreclosure as set forth in said mortgage.

WITNESS our hands and seals this 12th day of June, 1953.

G. & S. REALTY COMPANY

By: David J. Gitomer (SEAL)
David J. Gitomer
Dora F. Gitomer (SEAL)
Dora F. Gitomer
Alvin Schwartz (SEAL)
Alvin Schwartz
Marie G. Schwartz (SEAL)
Marie G. Schwartz

Ruth Heckler

To be filed in Equity Court

Received for Record 19 Day of June 1953 at 8:45 A.M. and the same day recorded in Liber J.H.H. No. 683 Fol. 87, Land Records of Anne Arundel County

Clerk

E. WAYNE AVE
SILVER SPRING MD

IN THE MATTER OF THE * No. 10,753 EQUITY
SALE OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF JOHN V. DEL VECCHIO * FOR
AND VIVIAN E. DEL VECCHIO, HIS WIFE * ANNE ARUNDEL COUNTY
*

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

STATEMENT OF MORTGAGE CLAIM

Filed 19 June, 1953.

Amount of Mortgage from John V. Del Vecchioand Vivian E. Del Vecchio, his wife, to David J. Citomer and Dora F. Citomer, his wife, and Alvin Schwartz and Marie G. Schwartz, his wife, Co-Partners, trading as "G. & S. Realty Company", dated May 9, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 86, ----------	$2,750.00
Interest thereon from May 9, 1952, to July 21, 1953, (1 year, 2 months, 12 days) ----------	198.02
	$ 2,948.02
Less Credit (paid on account)	60.00
	$ 2,888.02

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, 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 County aforesaid, personally appeared Harry M. Miller and John H. Hopkins, IV, Assignees of the said mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix
Margaret B. Hendrix, Notary Public

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LIBER 85 PAGE 26

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

10,753 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Harry M. Miller and John H. Hopkins, IV, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand Dollars ($3,000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 21st day of July, 1953.

WHEREAS by virtue of a power of sale contained in a mortgage from John V. Del Vecchio and Vivian E. Del Vecchio, his wife, to David J. Gitomer and Dora F. Gitomer, his wife, and Alvin Schwartz and Marie G. Schwartz, his wife, co-partners trading as "G & S Realty Company", bearing date on or about May 9th, 1952, the said Harry M. Miller and John H. Hopkins, IV, are 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 Harry M. Miller and John H. Hopkins, IV, are about to execute said power and make sale of the property described as aforesaid in said mortgage;

Filed 21 July, 1953

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded Harry M. Miller and John H. Hopkins, IV, do well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered
in the presence of

Margaret B. Hendrix
Margaret B. Hendrix, as to all

Harry M. Miller (SEAL)
HARRY M. MILLER, PRINCIPAL.

John H. Hopkins IV (SEAL)
JOHN H. HOPKINS, IV, PRINCIPAL.

GLOBE INDEMNITY COMPANY, a body corporate

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

approved this 21 July 1953
John H. Hopkins, Jr. Clerk

7

ASSIGNEES' SALE
OF
VALUABLE REAL ATE

Under and by virtue of a power of sale contained in a mortgage from John V. Del Vecchio and Vivian E. Del Vecchio his wife, to David J. Gitomer and Dora F. Gitomer, his wife, and Alvin Schwartz and Marie G. Schwartz, his wife, Co-Partners, trading as "G. & S. Realty Company", dated May 9th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 683, Folio 86, default having occurred thereunder, which mortgage has been assigned to Harry M. Miller and John H. Hopkins, IV, Assignees, for the purpose of foreclosure; the undersigned, Assignees, will sell at public auction at the Court House Door in the City of Annapolis, Anne Arundel County, State of Maryland,

ON TUESDAY, JULY 21, 1953,
AT 10:30 O'CLOCK A. M.

All those two fee simple lots of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, being known and designated as Lots Nos. 1 and 3, Ben Oaks Drive West, as shown on the Plat of "Ben Oaks on the Severn", which Plat was recorded among the Plat Records of Anne Arundel County on March 7, 1952. Being the same lots of ground conveyed to the said Mortgagors by deed dated May 9, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 683, Folio 84.

TERMS OF SALE: A cash deposit of $300.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

HARRY M. MILLER,
1505-1506 Court Square Building, Baltimore 2, Maryland.

JOHN H. HOPKINS, IV,
15 School Street, Annapolis, Maryland.

ASSIGNEES.

GEORGE SCIBLE
AUCTIONEER

jy-9

Filed 22 July 1953

No. M. G. 9549

OFFICE OF

Maryland Gazette

LIBER 85 PAGE 27

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 21, 1953

We hereby certify, that the annexed

Assignees Sale

John V. Del Vecchio

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 21st day of July, 1953. The first insertion being made the 25th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

GEORGE SCIBLE - LIBER 85 PAGE 28 - - - - Auctioneer

ASSIGNEES' SALE

— OF VALUABLE —

REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from John V. Del Vecchio and Vivian E. Del Vecchio, his wife, to David J. Gitomer and Dora F. Gitomer, his wife, and Alvin Schwartz and Marie G. Schwartz, his wife, co-partners, trading as "G. & S. Realty Company," dated May 9th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 683, folio 86, default having occurred thereunder, which mortgage has been assigned to Harry M. Miller and John H. Hopkins, IV., Assignees, for the purpose of foreclosure; the undersigned Assignees will sell at public auction at the Court House Door in the City of Annapolis, Anne Arundel County, State of Maryland,

On Tues., July 21, 1953

AT 10:30 O'CLOCK, A.M.

Filed 22 July, 1953

All those two fee simple lots of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, being known and designated as Lots Nos. 1 and 3, Ben Oaks Drive West, as shown on the Plat of "Ben Oaks on the Severn," which Plat was recorded among the Plat Records of Anne Arundel County on March 7, 1952. Being the same lots of ground conveyed to the said Mortgagors by deed dated May 9, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 683, folio 84.

TERMS OF SALE: A cash deposit of $300.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

HARRY M. MILLER,
1505-1506 Court Square Building,
Baltimore 2, Maryland.

JOHN H. HOPKINS, IV,
15 School Street,
Annapolis, Maryland,

Assignees.

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PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have this 21st day of July, 1953, purchased the property mentioned in these proceedings for the sum of Six Hundred ——— Dollars ($600.00), and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

TEST:

David J. Gitomer + Dora J. Gitomer
Alvin Schwartz & Marie G. Schwartz
Copartners T/A "G & S Realty Company"
By: Margaret B. Hinds (SEAL)
Agent

Filed 22 July, 1953

* *

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 21st day of July, 1953, sold the property mentioned in these proceedings to David J. Gitomer and Dora J. Gitomer, his wife and Alvin Schwartz and Marie G. Schwartz, his wife Copartners T/A "G & S" Realty Company for the sum of Six Hundred ——— ($600.00) ——— ——— Dollars, they being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

George Scible (SEAL)
George Scible

LIBER 85 PAGE 30

IN THE MATTER OF THE	*	NO. 10,753 EQUITY
SALE OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JOHN V. DEL VECCHIO	*	FOR
AND VIVIAN E. DEL VECCHIO, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * *

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of Harry M. Miller and John H. Hopkins, IV, Assignees for the purpose of foreclosure of the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from John V. Del Vecchio and Vivian E. Del Vecchio, his wife, to David J. Gitomer and Dora F. Gitomer, his wife, and Alvin Schwartz and Marie G. Schwartz, his wife, Co-Partners, trading as "G. & S. Realty Company", dated the 9th day of May, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, Folio 66, and subsequently assigned to Harry M. Miller and John H. Hopkins, IV, Attorneys, on the 17th day of June, 1953, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction, at the Court House Door in the City of Annapolis, Maryland, on Tuesday, July 21, 1953, at 10:30 o'clock, A.M., and then and there sold the said property to David J. Gitomer & Dora F. Gitomer, his wife, and Alvin Schwartz and Marie G. Schwartz, his wife, T/A "G & S Realty Company" at and for the sum of Six Hundred ($600.00)_____ Dollars, being at that figure the highest bidder therefor, said property being the following: All those two fee simple lots of ground situate, lying and being in the Third Election District of ANne Arundel County, State of Maryland, being known and designated as Lots Nos. 1 and 3, Ben Oaks Drive West, as shown on the Plat of Ben Oaks on the SEvern, which plat was recorded among the Plat Records of Anne Arundel County on March 7, 1952.

Filed 22 July, 1953.

And the said Assignees further report that they have received from the said purchaser a deposit as required by the terms of said sale and have also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of $300.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final retification of sale by the Circuit Court for Anne Arundel County and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

Harry M. Miller

Harry M. Miller

John H. Hopkins, IV

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 21st day of July, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry M. Miller and John H. Hopkins, IV, Assignees, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial SEal.

Margaret B. Hendrix

Margaret B. Hendrix, Notary Public

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ORDER NISI

LIBER 85 PAGE 32

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

~~XXXXXXX~~

JOHN V. DEL VECCHIO and VIVIAN E. DEL VECCHIO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,753 Equity

Filed 22 July, 1953.

Ordered, this 22 day of July, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Harry M. Miller and John H. Hopkins, IV, Assignees, ~~XXXXXXX~~

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 $ 600.00.

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

~~XXXXXXX~~

JOHN V. DEL VECCHIO and VIVIAN E. DEL VECCHIO, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 2 Sept., 1953.

ORDERED BY THE COURT, This 2d day of September, 19 53, that the sale made and reported by the ~~Trustee~~ Assignees 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~~ Assignees allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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LIBER 85 PAGE 33

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. 10,753 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN V. DEL VECCHIO And VIVIAN E. DEL VECCHIO, His Wife.

Ordered, this 22nd day of July, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Harry M. Miller and John H. Hopkins, IV, Assigoees, 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 doy of August next.

The report states that the amonnt of sales to be $600.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-20

Filed 2 Sept, 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 31, 1953

We hereby certify, that the annexed

Order Nisi - Sale -

Equity 10753

John V. Del Vecchio

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 Lillie L French

No. M. G. 10298

15

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
vs.
John V. Del Vecchio
and
Vivian E. Del Vecchio, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,753 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 2 Oct., 1953.

September 29, 1953

All of which is respectfully submitted.

Agnes W. Fickling
Auditor.

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Dr. In the Matter of the Sale of the Mortgaged Real Estate of in ac.
John V. Del Vecchio and Vivian E. Del Vecchio, his wife

To Assignee for Commissions	39	00	39	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor'ssappearance 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	26	25		
Capital-Gazette Press - handbills	10	20		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	12	00		
George W. Scible - auctioneer's fee	10	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Margaret B. Hendrix - notary fees	1	50	75	80
To David J. Gitomer and Dora F. Gitomer, his wife, and Alvin Schwartz and Marie G. Schwartz, his wife, co-partners, trading as "G. & S. Realty Co.", mortgagees - this balance on account mortgage claim	449	17	449	17
			601	72
Amount of mortgage claim filed	2,888	02		
Cr. Amount allowed as above	449	17		
Balance subject to decree in personam	2,438	85		

with Harry M. Miller and John H. Hopkins, IV, Assignees Cr.

1953				
July	21	Proceeds of Sale	600 00	600 00
		Refund 1953 State and County taxes ($3.92-adjusted)	1 72	1 72
				601 72

LIBER 85 PAGE 37

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate

~~VERSUS~~ of

John V. Del Vecchio

and

Vivian E. Del Vecchio, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,753 Equity.

Filed 18 Nov. 1953.

ORDERED, This 2 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 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.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of November, 19 53, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Maryland Gazette

Published by

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

Filed 18 Nov. 1953.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,753 Equity

In the Matter of the Sale of the Mortgaged Real Estate of John V. Del Vecchio and Vivian E. Del Vecchio, his wife.

Ordered, this 2nd 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.

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CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10753

John V. Del Vecchio

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 Tate

No. M. G. 11594

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ERNEST S. CORNWALL and JEAN H. CORNWALL, his wife and HERTHA A. WOODFIELD, widow and ESTHER F. HALLOCK all of Shadyside, Maryland Plaintiffs	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
MARGARET M. BRADLEY and JAMES F. BRADLEY Nieman Road Shadyside, Maryland Defendants	*	No. 10,495 Equity

BILL OF COMPLAINT

Filed 6 June, 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orators, complaining, say:

1. That by contract of sale dated 31 August 1950, signed by themselves and George E. Bierach and Florence G. Bierach, his wife, the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, his wife, became the equitable owners of Lots Numbers Three (3) and Four (4) of West River Grove in Anne Arundel County, Maryland, as shown on the plat of West River Grove, which said plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod U, Plat No. 6. A photostatic copy of said plat is filed herewith marked "Complainants' Exhibit No. 1", and prayed to be taken as a part hereof.

2. That by deed from Bertha A. Woodfield, widow, dated 21 April 1952, and recorded among the Land Records of Anne Arundel County, said Cornwall and wife were conveyed the record title to the strip of land lying between the northern boundaries of said Lots Numbers Three (3) and Four (4) and the water's edge of West River. A certified copy of said deed is filed herewith marked "Complainants' Exhibit No. 2", and prayed to be taken as a part hereof. That said Cornwall and wife are still the owners of said strip of land.

3. That pursuant to the contract of sale mentioned in paragraph one (1) above, George E. Bierach and his said wife by deed dated 16 May 1952 and recorded among the Land Records of Anne Arundel County conveyed the legal title to said Lots Three (3) and Four (4) to said Cornwall and wife, who are still the owners thereof. A certified copy of said deed is filed herewith marked "Complainants' Exhibit No. 3", and prayed to be taken as a part hereof.

4. That the area marked "Grove" on the aforesaid plat (Complainants' Exhibit No. 1) contains large shade trees and was originally intended by the developer of said sub-division to be used as a picnic grounds by all the lot owners of the sub-division.

5. That the waterfront strip of land in front of Lots One (1), Two (2), Three (3) and Four (4) shown on said plat was originally intended for the use in common by all the lot owners of the sub-division for the purpose of access to, from and along the water.

6. That before any lots were sold in said sub-division, the developer's original intention to reserve said strip of land as aforesaid in paragraph five (5) above was abandoned; that the first lots sold were Lots Numbers One (1) and Two (2) by contract of sale dated 1 March 1926 by which said contract Louis A. Woodfield, the developer of the sub-division, sold said lots as waterfront property to Christian Wohlgemuth, Jr.; that said contract specifically provided that the property lines of said lots be extended to the shore of West River. A copy of said contract is filed herewith marked "Complainants' Exhibit No. 4", and prayed to be taken as a part hereof.

7. That the record title to said Lots One (1) and Two (2) has by mesne conveyances become vested in the respondent, Margaret M. Bradley, said lots having been conveyed to her by Herbert K. Bryan and wife

by deed dated 19 June 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 336, folio 210; that said deed does not mention the waterfront strip of land in front of said Lots One (1) and Two (2), although the original deed to said lots specifically provided for the extension of the boundary lines thereof to the waters of West River, said original deed being from the said Louis A. Woodfield to Christian Wohlgemuth, Jr., dated 24 February 1930 and recorded among the aforesaid Land Records in Liber F.S.R. No. 69, folio 82.

8. That Lots Three (3) and Four (4) of said sub-division were first sold by the said Louis A. Woodfield by contract of sale dated 24 May 1926 to William B. Lanigan, said contract likewise extending the property lines to the shore of West River. A copy of said contract is filed herewith marked "Complainants' Exhibit No. 5", and prayed to be taken as a part hereof.

9. That subsequent to the execution of the aforesaid contract of sale (Complainants' Exhibit No. 5) the said Louis A. Woodfield and his wife, Bertha A. Woodfield, by deed dated 20 March 1930 and recorded among the aforesaid Land Records in Liber F.S.R. No. 71, folio 492, conveyed all of the property included in said sub-division to their daughter, Esther F. Hallock, excepting from said conveyance the property previously conveyed as aforesaid to Christian Wohlgemuth, Jr.

10. That the said Esther H. Hallock then executed a deed to the said William B. Lanigan and Catherine H. Lanigan, his wife, dated 29 September 1930 and recorded among the aforesaid Land Records in Liber F.S.R. No. 77, folio 282, intending thereby to convey the property described in the aforesaid contract of sale (Complainants' Exhibit No. 5); that, however, said deed described said property as merely Lots Three (3) and Four (4) of the sub-division of West River Grove, and did not describe the waterfront strip of land between the water's edge of West River and the northern boundaries

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of said Lots.

11. That, nevertheless, the said Lanigans and all subsequent owners of Lots Three (3) and Four (4), since 1926, have exercised full, continuous and exclusive use and possession of the aforesaid waterfront strip on the north side of said Lots Three (3) and Four (4); and that said use and possession has been undisturbed until the claim to said property was asserted by the respondent as hereinafter mentioned.

12. That the waterfront strip of land in front of Lots One (1) and Two (2) has always been used exclusively by the owners of said Lots One (1) and Two (2) since their sale in March 1926 as aforesaid.

13. That subsequent to the aforesaid conveyance to William B. Lanigan and wife, and the death, on 14 August 1939, of her father (the said Louis A. Woodfield), the said Esther H. Hallock by deed dated 29 October 1936 and recorded in Liber F.A.M. No. 156, folio 276 among the aforesaid Land Records reconveyed to her mother, the said Bertha A. Woodfield, the same property conveyed to her by her parents by the aforesaid deed recorded in Liber F.S.R. No. 71, folio 492, as mentioned in paragraph Nine (9) herein.

14. That thereafter by deed dated 24 July 1945 and recorded among the aforesaid Land Records in Liber J.H.H. No. 337, folio 266, the said Bertha A. Woodfield, widow, conveyed to the respondent, Margaret M. Bradley, property described therein as follows: "All that lot marked 'Grove' on the plat of West River Grove, Shadyside, prepared by Edward Hall and recorded in Plat Book F.S.R. No. 2, folio 32 (now Cabinet No. 1, Rod U, Plat 6)." A certified copy of said deed is filed herewith and prayed to be taken as a part hereof, marked "Complainants' Exhibit No. 6".

15. That at the time of the execution of said deed (Complainants Exhibit No. 6), the strip of land shown on said plat lying between the northern boundary of Lots Three (3) and Four (4) and West River

had been reduced by erosion and other forces of nature to a narrow strip only approximately three (3) feet wide at its narrowest point.

16. That at the time of the execution of said deed (Complainants' Exhibit No. 6) it was the intention and understanding of all parties thereto that the eastern boundary of the lot mentioned therein should be the western boundary of Lot Four (4) extended to the water's edge of West River; and that it was not the intention or understanding of the parties to said deed that it convey any right, title or interest in or to any property lying in front of Lots One (1), Two (2), Three (3) or Four (4).

17. That shortly after the execution of the aforementioned two (2) deeds to Margaret M. Bradley, viz., the deed from Herbert K. Bryan for Lots One (1) and Two (2) dated 19 June 1945, and the deed (Complainants' Exhibit No. 6) from Bertha A. Woodfield dated 24 July 1945, the respondent, James F. Bradley, acting for and on behalf of his sister, the said Margaret M. Bradley, enclosed the property intended to be conveyed by Complainants' Exhibit No. 6 by constructing, or causing to be constructed, a wall along the extension of the western boundary of Lot Four (4) to the waters of West River, thence westerly across the front of said property, and thence southerly along part of the western boundary of the lot marked "Grove" on said plat; and that he also enclosed, or caused to be enclosed, the waterfront strip of land in front of Lots One (1) and Two (2) by constructing a wall along the extension of the western boundary of Lot Two (2) to the waters of West River and thence easterly across the front of said strip.

18. That, thereafter, in 1949, the respondent, James F. Bradley, acting on behalf of Margaret M. Bradley, extended the aforesaid wall along the western boundary of the lot marked "Grove" on said plat and extended also the aforesaid western boundary wall of Lot Two (2) to below the high water mark of West River and connected said two (2) walls with a

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concrete sea-wall approximately six (6) feet high across the entire front of Lots Three (3) and Four (4); that said wall so constructed was located approximately thirty (30) feet below the high water mark of West River in front of Lots Three (3) and Four (4) and effectively blocked access to or from the waters of West River for the owners of Lots Three (3) and Four (4) and the waterfront strip in front thereof.

19. That thereafter in the fall of 1950, although notified that they owned no land in front of Lots Three (3) and Four (4), the respondents caused large deep holes to be dug under the water directly seaward of said sea-wall and the dirt and mud from said holes to be used in filling in the area between the small strip of land in front of Lots Three (3) and Four (4) and the south side of said sea-wall.

20. That the aforesaid holes in the bottom directly in front of the property of the said Cornwall and wife have resulted in the creation of a dangerous hazard to the enjoyment of their riparian rights.

21. That as a result of the filling operations aforesaid, large quantities of earth were piled high on the plaintiffs' (Cornwalls') property within fifty (50) feet of the front of their dwelling house located on Lots Three (3) and Four (4), thereby cutting off their view of West River and further interfering with the beneficial enjoyment of their property; and that although told by the plaintiffs (Cornwalls) to move or level off said pile of earth in October 1950, it remained on said property until the Spring of 1952 at which time the respondents caused said pile of earth to be leveled off even with the top of the aforementioned sea-wall in front of Lots Three (3) and Four (4).

22. That the aforesaid sea-wall in front of Lots Three (3) and Four (4) was constructed by the respondents without permission from, or notice to, either the plaintiffs or their predecessors in title to Lots

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Three (3) and Four (4) or the narrow strip of land in front thereof; nor did the respondents obtain permission from any Federal, State or County authorities to build said sea-wall in the waters of West River.

23. That the respondents, Margaret M. Bradley, and James F. Bradley, acting on her behalf, are now claiming full and exclusive fee simple title to all the land now lying in front of Lots Three (3) and Four (4), viz., the land bounded on the south by the northern boundary of Lots Three (3) and Four (4) as shown on said plat; on the east by the eastern boundary of Lot Three (3) extended to the waters of West River; on the west by the western boundary of Lot Four (4) extended to the waters of West River; and on the north by the waters of West River.

24. That the respondents refuse to recognize any rights of the plaintiffs (Ernest S. Cornwall and Jean H. Cornwall, his wife) to exercise any use of said property so described for any purpose whatsoever; and that the respondents, since 1949, have insisted upon maintaining a fence across the northern boundary of Lots Three (3) and Four (4), thereby further interfering with the plaintiffs (Cornwalls) in the beneficial use and enjoyment of theri property; and that although the plaintiffs (Cornwalls) have removed said fence many times in continuing to exercise their use and possession of said property, the respondents have continually replaced it and said fence is now in place on the property as aforesaid, thereby constituting a continuous trespass upon the plaintiffs' (Cornwalls) property.

25. That the plaintiffs are informed and so allege that the respondents base their claim to said property described in paragraph twenty-three (23) above on the aforesaid deed from Bertha A. Woodfield to Margaret M. Bradley referred to herein as Complainants' Exhibit No. 6.

26. That at the time of the execution of said deed (Complainants' Exhibit No. 6) the respondents knew that it was not the intention of the Grantor thereof to convey to Margaret M. Bradley any pro-

perty in front of Lots Three (3) and Four (4); and that their subsequent claim to said property and trespasses thereon constitute an unconscionable attempt on their part to establish the said Margaret M. Bradley as the owner thereof in disregard of the intention of the parties to said deed and in disregard of the rights of the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, his wife, to said property.

27. That said deed (Complainants' Exhibit No. 6) was executed by the said Bertha A. Woodfield in the belief that it was in fulfilment of a prior oral agreement on her part with the said James F. Bradley to convey to him for valuable consideration the lot of ground known to her and to the said James F. Bradley as well as to those in the community as "The Grove", said lot being bounded on the east by the western boundary line of Lot Four (4) of West River Grove, extended to the waters of West River; being bounded on the west by the western boundary line of the lot marked "Grove" on the aforesaid plat of West River Grove; being bounded on the north by the waters of West River; and being bounded on the south by a twenty-five foot (25') road as shown on said plat.

Filed 23 Oct., 1952

28. That the description of the property contained in said deed (Complainants' Exhibit No. 6) is vague and indefinite and, as written, is insufficient to convey any title to any property in front of Lots Three (3) and Four (4) of West River Grove.

29. That if said deed (Complainants' Exhibit No. 6) conveyed any right, title or interest in or to any property in front of Lots Three (3) and Four (4) of West River Grove, it was contrary to the intention of the parties thereto as said intention existed at the time of the oral agreement aforesaid and as said intention continued concurrently in the minds of all parties concerned down to and including the time of the execution of said deed; said intention being that the land conveyed should include only that property described in paragraph "27." hereinabove.

30. That none of the back lots (non-waterfront lots) in said sub-division of West River Grove have been sold off; that said back lots were included as acreage in a conveyance made by the said Bertha A. Woodfield in October 1947 to her daughter, Esther F. Hallock, who joins in this Bill of Complaint for the purpose of informing this Honorable Court that as owner of the property covered by said back lots she makes no claim to any right, title or interest in or to any of the waterfront property shown on the aforesaid plat of West River Grove.

TO THE END, THEREFORE,

(1) That this Honorable Court pass a Decree construing the deed (Complainants' Exhibit No. 6) from Bertha A. Woodfielf, widow, to Margaret M. Bradley, as conveying to the said Margaret M. Bradley no right, title or interest in or to any property lying between the waters of West River and the northern boundary of Lots Three (3) and Four (4) of West River Grove, said property being bounded on the west by the western boundary of said Lot Four (4) extended to the water's edge of West River and bounded on the east by the eastern boundary of Lot Three (3) extended to the water's edge of West River.

(2) That said Decree also declare that the fee simple title to said property is vested in the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, free and clear of any rights, privileges, easements or rights of way in favor of any other person or persons owning or having any interest in or to any other property shown on the aforesaid plat of West River Grove.

(3) That, in the alternative, if this Honorable Court construe said deed (Complainants' Exhibit No. 6) as conveying any interest in or to the property in front of Lots Three (3) and Four (4), said deed may be altered and reformed to contain therein a description to conform to the intention of the parties.

Filed 23 Oct., 1952.

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(4) That said Decree also require the said Margaret M. Bradley to remove the fence now located along the northern boundary of Lots Three (3) and Four (4), and enjoin the said Margaret M. Bradley, her agents, servants and employees, they and each of them, from interfering in any way with the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, their heirs or assigns, in the free use and enjoyment of the aforesaid property in front of Lots Three (3) and Four (4) of West River Grove.

(5) That the plaintiffs may receive such other and further relief as their cause may require.

AND, as in duty bound, etc.

Filed 23 Oct, 1952.

McWilliams, Evans & Melvin

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

perty in front of Lots Three (3) and Four (4); and that their subsequent claim to said property and trespasses thereon constitute an unconscionable attempt on their part to establish the said Margaret M. Bradley as the owner thereof in disregard of the intention of the parties to said deed and in disregard of the rights of the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, his wife, to said property.

27. That none of the back lots (non-waterfront lots) in said sub-division of West River Grove have been sold off; that said back lots were included as acerage in a conveyance made by the said Bertha A. Woodfield in October 1947 to her daughter, Esther F. Hallock, who joins in this Bill of Complaint for the purpose of informing this Honorable Court that as owner of the property covered by said back lots she makes no claim to any right, title or interest in or to any of the waterfront property shown on the aforesaid plat of West River Grove.

TO THE END, THEREFORE,

(1) That this Honorable Court pass a Decree construing the deed (Complainants' Exhibit No. 6) from Bertha A. Woodfield, widow, to Margaret M. Bradley, as conveying to the said Margaret M. Bradley no right, title or interest in or to any property lying between the waters of West River and the northern boundaries of Lots Three (3) and Four (4) of West River Grove, said property being bounded on the west by the western boundary of said Lot Four (4) extended to the water's edge of West River and bounded on the east by the eastern boundary of Lot Three (3) extended to the water's edge of West River.

(2) That said Decree also declare that the fee simple title to said property is vested in the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, free and clear of any rights, privileges, easements or rights of way in favor of any other person or persons owning or having any interest in or to any other property shown on the aforesaid plat of West River Grove.

This Page Deleted by Order of Court dated 29 Oct., 1952.

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(3) That said Decree also require the said Margaret M. Bradley to remove the fence now located along the northern boundary of Lots Three (3) and Four (4), and enjoin the said Margaret M. Bradley, her agents, servants and employees, they and each of them, from interfering in any way with the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, their heirs or assigns, in the free use and enjoyment of the aforesaid property in front of Lots Three (3) and Four (4) of West River Grove.

(4) That the plaintiffs may receive such other and further relief as their cause may require.

AND, as in duty bound, etc.

McWilliams, Evans & Melvin

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

LIBER 85 PAGE 50

CABINET No. 1
ROD No. U
PLAT No. 6
Anne Arundel Co.

Filed 6th June 1952

SCALE 1" = 100'

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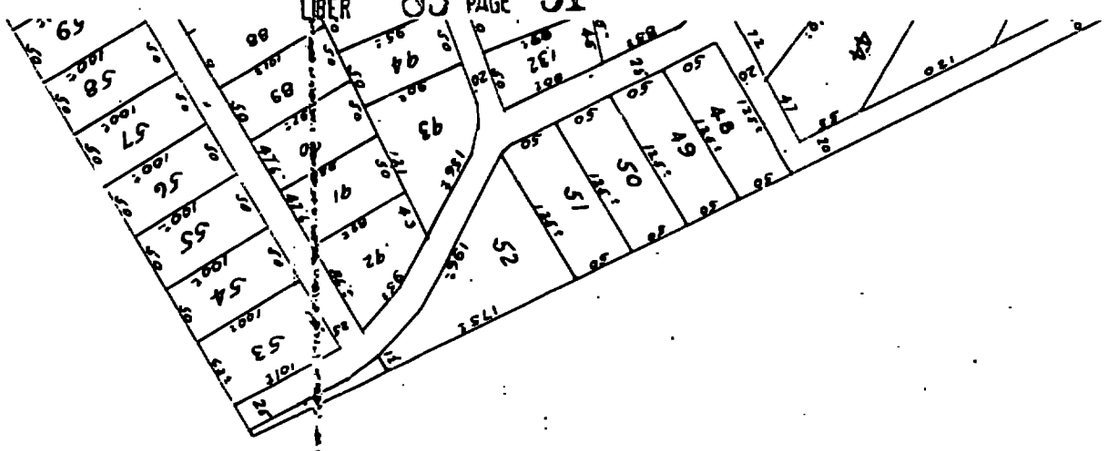
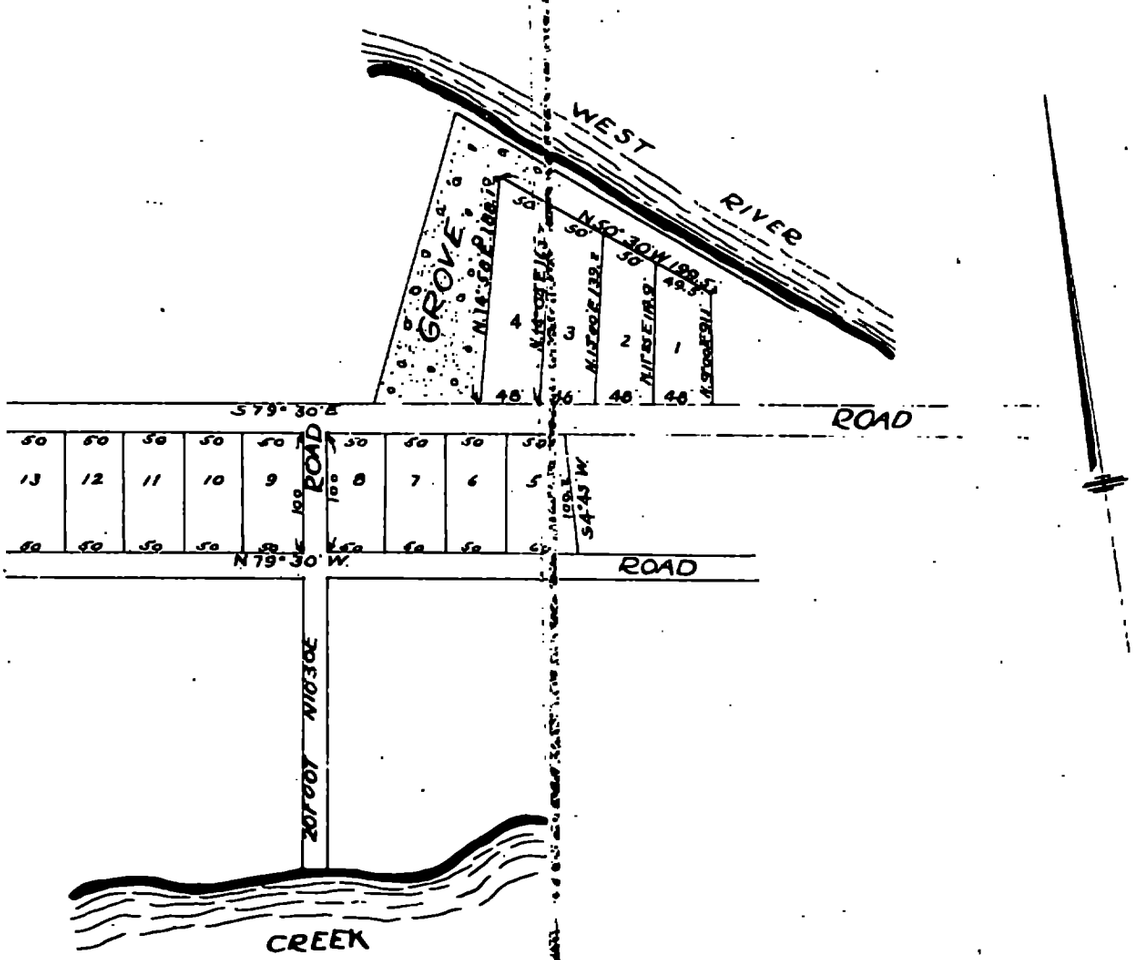
LIBER 85 PAGE 51





WEST RIVER GROVE

SHADY SIDE, MD.

Edward Hall Jr.
SURVEYOR
APR-1925

Filed 25th June 1929
(No 359)

LIBER 85 PAGE 52

QUIT-CLAIM DEED

Filed 6 June, 1952.

THIS DEED, made this 21st day of April 1952, by and between BERTHA A. WOODFIELD, widow, party of the first part, hereinafter called Grantor, and ERNEST S. CORNWALL and JEAN H. CORNWALL, his wife, parties of the second part, hereinafter called Grantees, all of Anne Arundel County, Maryland.

WHEREAS, the parties of the second part have purchased from George E. Bierach and Florence G. Bierach, his wife, under contract of sale dated 31 August 1950, Lots Nos. 3 and 4 as shown on the plat of West River Grove, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 32 (now recorded in Plat Cabinet No. 1, Rod N, Page 6); and

WHEREAS, it was the intention of Louis A. Woodfield, now deceased, developer of said sub-division, when said Lots Nos. 3 and 4 were originally conveyed out of said sub-division to William B. Lanigan and wife by deed dated 29 September 1930, and recorded among the aforesaid Land Records in Liber F.S.R. No. 77, folio 282, that the lot lines extend to the water's edge of West River, as evidenced by the contract of sale for said property dated 24 May 1926 by and between the said Woodfield and the said William B. Lanigan; and

WHEREAS, since said conveyance to said Lanigan the owners of said lots have used and occupied said lots as waterfront lots; and

WHEREAS, nevertheless, the record title lines of said lots do not extend to the water's edge of West River; and

WHEREAS, the said Bertha A. Woodfield, widow of the aforementioned Louis A. Woodfield, by virtue of a deed dated 30 October 1936, and recorded among the aforesaid Land Records in Liber F.S.R.

(Complainants' Exh. No. 2)

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No. 156, folio 276, from Esther F. Hallock and husband, is the record owner of all of the property which has not heretofore been conveyed of record out of the property shown on said plat, including the strip of land between the water's edge of West River and the northern boundaries of Lots Nos. 3 and 4 as shown on the aforementioned plat of West River Grove; and

WHEREAS, the said Bertha A. Woodfield desires to effectuate of record the original intention of her deceased husband, the said Louis A. Woodfield, that is to say that the boundaries of said Lots Nos. 3 and 4 should extend to the water's edge of West River.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises, the sum of One Dollar ($1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, release and quit-claim unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, all of her right, title and interest in and to whatever portion or parcel of land, if any, lying between the northern boundaries of Lots Nos. 3 and 4, as shown on the aforementioned plat of West River Grove (recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 6) and the water's edge of West River, and bounded on the west by the western boundary of Lot No. 4 extended to said water's edge, and bounded on the east by the eastern boundary of Lot No. 3 extended to the water's edge aforesaid.

BEING part of the same property which was conveyed to the Grantor herein by Esther F. Hallock and husband, by deed dated [illegible]

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1936, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 156, folio 276.

TOGETHER WITH the buildings and improvements thereon and all the rights, roads, waters, ways, privileges and improvements thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Ernest S. Cornwall and Jean H. Cornwall, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

WITNESS the hand and seal of the said Grantor.

WITNESS:

/s/ Ridgely P. Melvin,Jr. /s/ Bertha A. Woodfield (SEAL)
Bertha A. Woodfield

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

I HEREBY CERTIFY that, on this 21st day of April 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BERTHA A. WOODFIELD, widow, the Grantor herein, and she acknowledged the foregoing deed to be her act.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

/s/ Viola J. Brown
Viola J. Brown, Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that the foregoing Deed was truly taken and copied from Deed that was left for record on June 6,1952 to be recorded in the land record books of Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 6th day of June A.D. 1952

John N. Hopkins Jr. Clerk

Ex. 3

LIBER 85 PAGE 55

(INTERNAL REVENUE STAMPS $7.70) **D E E D**
(STATE STAMPS $7.70)

THIS DEED, made this 16th day of May 1952, by and between GEORGE E. BIERACH and FLORENCE G. BIERACH, his wife, of Washington, District of Columbia, parties of the first part, hereinafter called Grantors, and ERNEST S. CORNWALL and JEAN H. CORNWALL, his wife, of Anne Arundel County, State of Maryland, parties of the second part, hereinafter called Grantees.

Filed 6 June, 1952

WITNESSETH: That, for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, all those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and known as Lots Nos. 3 and 4 as shown on the plat of West River Grove, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.G.R. No. 2, folio 32, now recorded in Plat Cabinet No. 1, Rod U, Page 6.

BEING the same property which was conveyed to George E. Bierach and Florence G. Bierach, his wife, by Vincent Gould and Helen Gould, his wife, by deed dated 2 October 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 494, folio 136.

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

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Grantees, as

(Complainants' Exh. No. 3)

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tenants by the entireties, their heirs and assigns, in fee simple.

AND the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances of the same as may from time to time be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:

/s/ Alex Boyd
Alex Boyd

/s/George E. Bierach (SEAL)
George E. Bierach

/s/ Alex Boyd
Alex Boyd

/s/ Florence G. Bierach (SEAL)
Florence G. Bierach

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

I HEREBY CERTIFY that on this 16 day of May 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. BIERACH and FLORENCE G. BIERACH, his wife, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

(Notarial Seal)

/s/ Annie M. Rogers
Annie M.Rogers Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Deed that was left for record on June 6,1952 to be recorded in the land record books of Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 6th day of June A.D. 1952. John M. Hopkins 3rd Clerk

LIBER 85 PAGE 57 Mar 1, 1926

I hereby agree to sell to Mr. C. Kohlgemuth Jr. lots #1+2 West River Grove Shady Side Md. For #1350 00/100 Thirteen Hundred and fifty dollars #400 00 Four Hundred Cash #100 00 of which has been paid the Balance of #950 Nine Hundred and fifty to be given in a shape of a demand note bearing interest at 6% the demand note is to be credited at the rate of #25.00 Twenty five dollars per

Filed 6 June, 1952.

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[Complainants' Exh. No. 4]

Side lines of property to edge of Bank deed to rest with seller until lot is fully paid for.

L. A. Woodfield

Accepted.

C. Wohlgemuth Jr.

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FARMS AND WATER FRONTS

LIBER 85 PAGE 59

LOANS, INSURANCE, RENTS

WM. G. NOWELL

REALTOR

SHADY SIDE, MARYLAND

PHONE W. R. 217-F22

Shady Side, Md. May 24, 1926

Received of Wm.B.Lanigan Washington, D.C. a deposit of

Five Hundred---------- Dollars ($500.00), to be applied as part payment

in the purchase of two Lot # 3 & 4 bank except lot four the line of which Lot lines to be extended to top of edge will run from stake next grove at near more to a stake driven on edge of bank

with improvements thereon known as premises No. West River Grove

in Shady Side, Maryland.

Price of property Twenty one Hundred Dollars($2100.00)

Terms of sale Five Hundred Dollars($500.00) cash

The balance to be paid as follows, By demand note for ----------

Sixteen Hundred Dollars($1600.00) with interest, payable

Fifty Dollars a month, plus interest

In extenting the lines of lots to top edge of bank the purchaser agrees to keep bank from washing and in good condition.

Filed 6 June, 1932.

The purchaser is required to make full settlement in accordance with the terms of sale within ..... days from this date. If purchaser does not make full settlement within time herein specified, deposit will be forfeited (intending seller to allow to Wm. G. Nowell, as compensation for services, one-half of said forfeited deposit.) The forfeiture of deposit does not, however, relieve the purchaser of the responsibility to comply with the terms of sale, if demanded by the seller or his agents.

Title to be a good record title. In case legal or other steps are necessary to perfect title, such action must be promptly taken by the seller at his own expense; the time herein specified for full settlement will thereby be extended for the period necessary for such prompt action.

Examination of title and conveyancing (including deed in fee) at the cost of purchaser. In case title can not possibly be perfected, the seller hereby undertakes to pay Title Company charges for examination of title, etc.

Revenue stamps on deed to be paid for by owner.

Rents, insurance, taxes, special assessments (pending, levied, or otherwise), water rents, and interest on deed or deeds of trust to be adjusted to date of transfer.

Vendor agrees to pay to Wm. G. Nowell a commission of .....

This contract is made subject to approval by owner. Signed in triplicate.

By Wm G Nowell

Accepted by W B Lanigan, Purchaser.

Approved by La A Woolfield, Owner.

[Complainants' Exh. No. 5]

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INT. REV. STAMPS ($1.65) STATE OF MARYLAND STAMPS ($1.40)

THIS DEED made this 24th day of July in the year Nineteen hundred and forty five, by and between BERTHA A. WOODFIELD, Widow, party of the first part of Anne Arundel County in the State of Maryland and MARGARET M. BRADLEY, party of the second part of the City of Washington in the District of Columbia.

WITNESSETH, that for and in consideration of the sum of ten dollars ($10.00) and other good and valuable considerations thereunto moving from the party of the second part unto the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby bargin and sell and by these presents does grant and convey unto the said party of the second part, her heirs and assigns, forever in fee simple, all of that lot or tract of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being described as follows, that is to say:

Filed 6 June, 1952.

ALL of that lot marked GROVE on the plat of West River Grove, Shady Side, Maryland, prepared by Edward Hall, Jr., Surveyor and recorded in Plat Book F. S. R. No. 2, folio 32, now known as Cabinet No. 1 Rod U Plat 6.

IT BEING a part of that property which was granted and conveyed unto the said Bertha A. Woodfield and Louis A. Woodfield, her husband by Deed from Esther F. Hallock and husband dated October 29, 1936 and recorded among the land record books of Anne Arundel County in Liber F. A. M. No. 156 folio 276. The said Louis A. Woodfield having since departed this life leaving the said Bertha A. Woodfield, his wife, as surviving tenant.

TOGETHER with the buildings and improvements thereon erected made or being and all of the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described land and premises to and unto the said party of the second part, her heirs and assigns, forever in fee simple.

AND THE said party of the first part does hereby covenant to warrant specially the property hereby conveyed and she will execute such other and further assurances as may be requisite.

Complainants' Exhibit No. 6.

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WITNESS the hand and seal of the above named Grantor on the day and in the year first above written.

Bertha A. Woodfield (SEAL)

Witness:

Annie M. Rogers

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 24th day of July in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Bertha A. Woodfield, widow, and she acknowledged the aforegoing Deed to be her act and deed.

Witness my hand and seal Notarial

Annie M. Rogers

Notary Public.

(NOTARIAL SEAL)

Recorded July 30th, 1945, at 10:30 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the foregoing Deed was truly taken and copied from Liber J.H.H. 337 Folio 266. One of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 21st day of May A.D. 1952.

John H. Hopkins 3rd Clerk

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ERNEST S. CORNWALL et al	:	IN THE CIRCUIT COURT
	:	
vs	:	FOR
	:	
MARGARET M. BRADLEY and JAMES F. BRADLEY	:	ANNE ARUNDEL COUNTY
	:	
	:	NO. 10,495. EQUITY

ANSWER OF MARGARET M. BRADLEY AND JAMES F. BRADLEY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Margaret M. Bradley and James F. Bradley to the Bill of Complaint against them exhibited in the above entitled cause respectfully shows:

1. These Respondents, having no knowledge of the allegations made in the first paragraph of the Bill of Complaint, can neither admit or deny same, but demand strict proof of said allegation.

2. These Respondents admit that a deed was recorded from Bertha A. Woodfield to Cornwall and wife as alleged in paragraph 2 of the Bill of Complaint, but aver that no title passed thereunder, said strip of land having previously been conveyed to the Respondent, Margaret M. Bradley, by virtue of a deed from Bertha A. Woodfield, dated July 24, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 337 folio 266 (Complainants' Exhibit No. 6), see also Complainants' Exhibit No. 1. Your Respondents further deny that the said Cornwall and wife own said strip of land.

3. Since the deed to Cornwall from Bierach dated May 16, 1952, is a matter of record, these Respondents admit the third paragraph of said Bill of Complaint.

4. These Respondents admit that the area marked "Grove" as shown in the Complainants' Exhibit No. 1 contains some of the large

Filed 21 Aug., 1953

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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shade trees, but deny the intention as to use as alleged on the part of the developer, and further aver that in addition to the trees, the area marked "Grove" also consisted of a beach area appertinent thereto, extending in front of said lots 3 and 4 as shown on the plat of West River Grove, as recorded among the plat records of the County aforesaid in Cabinet 1, Rod U, Folio 6, and invite your Honors attention to the fact that the type of cross-hatching used by the maker of the plat to indicate the "Grove" area extends in front of the waterfront lots.

5. These Respondents having no knowledge of the developer's intent for the use of the waterfront strip shown in front of Lots 1, 2, 3 and 4, deny that same was originally intended for use in common of all lot owners of the subdivision for the purpose of access to, from and along the water.

6. These Respondents, having no knowledge of the developer's original intention, nor the change therein, admit that Lots Numbers one and two were sold by Louis A. Woodfield and wife to Christian Wohlgemuth, Jr., but aver that the contract of sale was merged into the deed from Woodfield to Wohlgemuth, said deed containing the metes and bounds description indicating the Wohlgemuth property as extending from County Road to the waters of West River. A copy of said deed is filed herewith and marked "Respondents' Exhibit No. 1". These Respondents claim all right, title and interest of Christian Wohlgemuth by virtue of mesne conveyances, said conveyances being attached hereto and marked, "Respondents' Exhibits" No. 2 and No. 3; and further aver that the deed from Herbert K. Bryan and wife to the Respondent, Margaret Bradley, was intended to contain a metes and bounds description, also as expressed in the "being clause". A deed containing such description was, in fact, prepared by the Respondent, Margaret Bradley's attorney, but was not used in view of the fact that the said Bryan's attorney had previously prepared a deed which had been executed by Bryan, who was overseas at the time, prior to settlement date, and said Grantors were not available at the time of settlement. Both

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deeds are filed herewith and marked "Respondents' Exhibits" No. 4 and No. 5.

7. These Respondents admit that lots 3 and 4 of said subdivision were sold by Esther Hallock to William B. Lanigan and Catherine H. Lanigan, his wife, said conveyance being a matter of record, but have no knowledge of the contract of sale; and further aver that even though there may have been a contract of sale, said contract was merged into the deed and extinguished thereby, and the deed itself is the best evidence of the contract.

8. These Respondents admit the allegations in paragraph 9 of the Complainants' Bill of Complaint.

9. These Respondents admit the said Esther H. Hallock executed a deed for lots 3 and 4 of West River Grove to William B. Lanigan and wife, but deny the alleged intent to convey therewith waterfront strip lying between said lots and the edge of West River.

10. These Respondents deny that the said Lanigans and all subsequent owners of Lots 3 and 4 have since 1926 exercised full, continuous and exclusive use and possession of the aforesaid waterfront strip, for since the conveyance of the Grove property to the Respondent, Margaret M. Bradley by Bertha A. Woodfield, by said deed dated the 24th day of July, 1945, subsequent owners of Lots 3 and 4 have used said waterfront only with the permission of these Respondents.

11. These Respondents admit for themselves the exclusive use of the strip of land between the Lots 1 and 2 as shown on the plat, and the waters of West River.

12. These Respondents have no knowledge of the death of Louis A. Woodfield on August 14, 1939, but admit that the said Esther H. Hallock by deed dated October 29, 1936, and recorded in the aforesaid Land Records in Liber F.A.M. No. 156 folio 276, reconveyed to Louis A. Woodfield and Bertha A. Woodfield, his wife, (thus reads the deed) the same property conveyed to her by said parents as alleged in Paragraph 13 of the Bill of Complaint. Lots 3 and 4 were not excepted therefrom.

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13. These Respondents admit the allegation in Paragraph 14 of said Bill of Complaint.

14. These Respondents emphatically deny that the strip of land shown lying between the Northern boundary of Lots 3 and 4 on West River in 1945 had been reduced to approximately three feet in width; but on the contrary aver that J. R. McCrone, Jr., surveyor, as late as 1948 found that the lots were separated from the water by a parcel of land approximately 42 feet on one side and 37.74 feet on the other of the said lots: a copy of said plat is filed herewith and marked "Respondents' Exhibit No. 6".

15. These Respondents emphatically deny the intention and understanding of all parties at the time of execution of said deed (Complainants' Exhibit No. 6) to the effect that the Eastern boundary of the lot mentioned therein was to be the Western boundary of Lot 4, but aver that it was clearly understood by these parties, as will subsequently be herein shown, that these Respondents sought to buy the entire Grove area as shown in Complainants' Exhibit 1, in order that they might reach the wooded area from their property without being forced to use the public road. That as soon as the deed was recorded, they commenced openly to use the beach strip in front of Lots 3 and 4 without protest from anyone, and have continued to do so unmolested by anyone until Complainants' attorney wrote a letter of protest in 1950.

16. These Respondents admit that their agent constructed a seawall along the Western boundary of said Grove and along the waters of West River, and partially along the extension of the Western boundary of Lot 4. However, this latter portion of the wall along the extension of the Western boundary of Lot 4 was done as the result of an error made by said agent. Said wall was intended by these Respondents to continue along the waters of West River to intersect the extension of the Western Boundary of Lot #2 which intention has since been carried out; but the enclosure of the land in front of Lots 1 and 2 was accomplished a considerable time prior thereto.

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17. These Respondents admit that the seawall as erected by them passed the front of Lots 3 and 4, but aver that in erecting said wall, they were merely exercising their full riparian rights in order to prevent erosion of their property, and the accumulation of flotsam, jetsam and rotting vegetation from collecting thereon, which constituted a menace to their own health and the health of other members of the community.

18. These Respondents admit notification by the Complainants' in 1950 that the Complainant, Cornwall, owned the land in front of Lots 3 and 4, but in view of the fact that these Respondents considered that they themselves owned said land, they did authorize dirt dredged from West River to be piled behind the wall for the purposes of filling in the area enclosed thereby.

19. These Respondents deny that holes caused by said dredging have resulted in a dangerous hazard to the enjoyment of the Complainants' riparian rights, averring that said Complainants have no riparian rights.

20. These Respondents admit that as a result of filling operations aforesaid, large quantities of earth were piled on the Respondents' property within the proximity to the Complainants' house, but deny that any view of West River was cut off; and further aver that part of these Respondents' contract with Smith Brothers, who were undertaking the fill, was to level said dirt and fill in same behind said seawall, but owing to the meddling of the Complainant Hallock with the work being performed by Smith Brothers, said contractors were made fearful of being subjected to a damaging law suit should they continue in their contract with these Respondents, and as a result thereof they failed to level said earth as they were supposed to do, and that subsequent leveling had to be accomplished by these Respondents at great extra expense, which expense was occasioned solely by the unwarranted harrassment by the Complainant Hallock of the Respondents' contractor.

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21. These Respondents admit that the seawall was constructed by them without permission from the Complainants or their predecessors in title, averring that these Respondents as riparian owners of the property in question needed to obtain no permission from the Complainants, their predecessors in title, or Federal, State or County authorities, and aver that the operations carried on by them not only improved the property in question, but improved the general appearance of the surrounding area and eliminated a serious health hazard.

22. These Respondents admit claiming the full and exclusive fee simple title to the land lying between Lots 3 and 4 and West River.

23. These Respondents admit refusing to recognize any so-called rights in the Complainants, Cornwall, and admit maintaining a fence upon the Northern boundary of Lots 3 and 4, and admit that various of the Complainants have upon one occasion, only, removed said fence, but aver that these Respondents have replaced same; and further aver that s aid fence has existed in front of Lots 3 and 4 along its present location for many years, and was erected by these Respondents after their acquiring the "Grove" property under the deed aforesaid recorded in Liber J.H.H. No. 337 folio 266.

24. These Respondents admit the allegations of Paragraph 25 of the Bill of Complaint.

25. These Respondents deny that they knew it was not the intention of the s aid Bertha A. Woodfield to convey to Margaret M. Bradley any property in front of Lots 3 and 4, and d eny that their claim to said property or actions thereon constitute any trespass to the Complainants' herein or abridge any of the rights of the Complainants, Cornwall.

26. These Respondents admit that none of the back lots in the subdivision of West River Grove has been sold off.

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AND FURTHER ANSWERING SAID BILL OF COMPLAINT SAY:

27. That the Complainants hereto are all closely related, the said Ernest S. Cornwall and Jean H. Cornwall being respectively, the son-in-law and daughter of Esther S. Hallock, who in turn is the daughter of the Complainant, Bertha A. Woodfield.

28. That the Complainants, Cornwall, knew or had reason to know that Lots 3 and 4 on the plat of West River Grove aforesaid, were not waterfront lots, the same being a matter of public record as will more particularly appear by reference to Cause No. 9235 Equity in the Circuit Court for Anne Arundel County, entitled, "Hallock vs Lanigan"; the Complainant in said cause being the present Complainant, Esther F. Hallock, and the Respondent being Catherine H. Lanigan, previously referred to in these presents.

29. By reference to said cause it will appear that the said Hallock and Lanigan were joint owners of Lots 3 and 4 and that the cause was instituted in an effort on the part of Hallock to partition said property. The suit took place in the year of 1948, three years subsequent to the purchase of the "Grove" area by the Respondent, Margaret M. Bradley.

30. That by virtue of a decree passed by the Honorable Court relating to said Lots 3 and 4, Esther F. Hallock's attorney, Albert J. Goodman, was appointed, together with R. Tilghman Brice III, Trustee, to sell said property and divide the proceeds between Mrs. Hallock and Mrs. Lanigan.

31. That pursuant to said decree, the property was advertised as waterfront property and sold to Vincent Gould and wife, but thereafter said purchasers filed a petition to strike the ratification of sale and in the said petition alleged that,

> "instead of being a waterfront lot as advertised therein, (there is) a parcel of ground of approximately 15 feet designated upon the plat as a Grove which separates your petitioner's lot from the River, so that your petitioner

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has been informed by a title examiner that he would not even have access to the water unless by permission of the owner of the Grove".

Thereupon, the Trustees answered neither admitting nor denying the allegations of the petition, but petitioned that a surveyor be employed in order to determine whether or not the lots were actually waterfront lots.

32. Pursuant to said petition, the services of J. R. McCrone, Jr., Registered Surveyor, were obtained, and said surveyor, after due investigation of the lots in question, produced the plat filed herewith and marked "Respondents' Exhibit No. 6".

33. Faced with these facts, said Trustees again petitioned this Honorable Court, thusly,

"because contrary to notice in advertisement of sale, the said property is not located on the shores of West River, but is separated by a parcel of land approximately 42 feet on one side and 37.74 feet on the other, that $300 be allowed as refund to said Gould on account of purchase price, and a petition to strike ratification of sale be withdrawn", The petition further prayed:

"That an order be passed by this Honorable Court allowing your petitioners to reduce the sale price in report of sale $300, which amount would be allowed the purchaser for failure of the property sold to extend to the waterfront in accordance with the advertisement of sale."

An order of Court in accordance with said prayer was then signed by the Honorable James Clark, A.J. Thereafter, proceeds of the sale were divided equally between the Complainant, Hallock, and Mrs. Lanigan.

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34. These Respondents are reliably informed and therefore aver that the said procedure was occasioned as a result of their prior deed to the "Grove" from Bertha Woodfield as shown "Exhibit #6"; and aver further

that the said Complainant, Esther Hallock, being party to said cause 9235 Equity should at that time have asserted the claim which she now seeks to assert on behalf of her daughter and son-in-law; and further these Respondents submit that had the intentions of the Complainants, Hallock and Woodfield, originally been consistent then with the intentions they now profess, that the matter of riparian rights with reference to Lots 3 and 4 could and should have been then at that time resolved, and by their failure to act at that time, the said Complainats, Hallock and Woodfield, and the Cornwalls who claim under them, should now by the doctrine of latches be precluded from asserting any claim against the "Grove" property of these Respondents.

35. These Respondents further aver that the improvements made on the property were made in good faith, based upon an honest belief in their right to the property arising from the Respondent Bradley's deed to the "Grove"; that she alone has since 1945 paid taxes on said entire tract, and that the improvements thereon undertaken were done so at expense of approximately $4000 to these Respondents, and in full view and with the knowledge of the Complainants Woodfield and Hallock, and that it would not now be good conscience to permit these Complainants to be unjustly enriched by the improvements made upon said property in good faith, while the Complainants stood idly by; and that these Complainants should thereby be estopped from asserting any claim against these Respondents with reference to said land.

Wherefore, the premises considered, these Respondents pray this Honorable Court that they should be dismissed of their costs.

Respectfully submitted,

Eugene M. Childs

Eugene M. Childs
Solicitor for Respondents

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

I hereby certify that a copy of the above answer was mailed to Ridgley P. Melvin, Jr., this 21st day of August, 1952.

Eugene M. Childs

THIS DEED, Made this 24th day of February, in the year one thousand nine hundred and thirty, by and between, Louis A. Woodfield and Bertha A. Woodfield, his wife, of the City of Baltimore, in the State of Maryland, parties of the first part, and Christian Wohlgemuth, Jr., of the City of Washington, in the District of Columbia, party of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other valuable considerations, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that lot of ground situate in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

Filed 21 Aug., 1952.

BEGINNING FOR THE SAME ON THE NORTHERNMOST SIDE OF A twenty-five foot road shown on a plat called "West River Grove" Shady Side Maryland, prepared by Edward Hall, Jr., Surveyor, and recorded among the Land Records in Anne Arundel County in Plat Book F. S. R. No. 2, folio 32, at the easternmost corner of Lot No. 3, on said Plat and running thence and binding on said road, south seventy-nine degrees, thirty minutes east ninety-six feet; thence leaving said road and running north nine degrees east one hundred and twenty-one feet, more or less, to the low water mark of "West River"; thence binding northwesterly along the low water mark of said river, to intersect a line drawn north thirteen degrees east one hundred and seventy-six feet, more or less, from the place of beginning: thence reversing said line and binding thereon south thirteen degrees west one hundred and seventy-six feet, more or less, to the place of beginning, being and comprising Lots 1 and 2 on the aforesaid Plat of "West River Grove" aforesaid, and the land lying between same and the low water mark of West River.

Respondents' Exhibit #1

BEING a part of the property which by Deed dated July 13, 1893, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 44, folio 246, etc., was granted and conveyed by William A. Woodfield, et al, to John H. Woodfield, and the said Louis A. Woodfield, the said John H. Woodfield having, by deed dated June 22, 1907, and recorded as aforesaid in Liber G. W. No. 56, folio 235, conveyed his undivided one-half interest therein to the said Louis A. Woodfield.

LIBER 85 PAGE 72

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

TO HAVE AND TO HOLD the said lot of ground and premises, unto and to the use of the said party of the second part, his heirs and assigns, in fee simple, forever.

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

WITNESS, the hands and seals of the said grantors.

Witness: Louis A. Woodfield (SEAL)

Geo. C. Wiedesum. Bertha A. Woodfield (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I hereby certify, that on this 24th day of February, in the year one thousand nine hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Louis A. Woodfield and Bertha A. Woodfield, his wife, the within named grantors, and they acknowledged the aforegoing Deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my Notarial Seal.

George C. Wiedersum

(NOTARIAL SEAL) Notary Public.

Recorded 26th February, 1930, at 9 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F. S. R. No. 69, folio 82, 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 18" day of August, A. D., 1952.

John W. Hopkins, 3rd.

Clerk.

Int. Rev. Stamp $4.95 - Md. State Stamp $4.50

LIBER 85 PAGE 73

THIS DEED made this Ninth day of May, in the year Nineteen Hundred and forty-one by Christian Wohlegemuth, Jr. and Helen M. Wohlgemuth, his wife, of the City of Washington, District of Columbia, of the first part, and H. Eugene Bryan and Juliet J. Bryan, his wife, of Arlington County, State of Virginia, of the second part, Witnesseth:

That for and in consideration of the sum of Ten Dollars, current money, in hand paid by the said parties of the second part, to the said parties of the first part, at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged and for divers other good and valuable considerations, them thereunto moving, the said Christian Wohlgemuth, Jr., and Helen M. Wohlgemuth, his wife, have bargained and sold and by these presents do grant and convey unto the said H. Eugene Bryan and Juliet J. Bryan, his wife, as tenants by the entireties; All those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County and described as follows: Beginning for the same on the nothernmost side of twenty-five (25) foot road shown on a plat called "West River Grove", Shadyside, Maryland, prepared by Edward Hall, Jr., Surveyor and Recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 32, at the easternmost corner of Lot No. 3, on said Plat and running thence and binding on said road South 79 degrees 30 minutes East 96 feet; thence leaving said road and running North 9 degrees East 121 feet more or less to the low water mark of West River; Thence binding northwesterly along the low water mark of said river to intersect a line drawn North 13 degrees East 176 feet, more or less, from the place of beginning; thence reversing said line and binding thereon South 13 degrees West 176 feet, more or less, to the plaee of beginning; being and comprising Lots No. 1 and No. 2 on the aforesaid Plat of "West River Grove" aforesaid and the land lying between same and the low water mark of West River.

Being the same property which by Deed dated February 24, 1930 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 69, folio 82, was conveyed to the said Christian Wohlgemuth, Jr. by Louis A. Woodfield and Bertha A. Woodfield, his wife.

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

Filed 21 Aug., 1958

Respondents' Exhibit #2

To have and to hold the above described property with its appurtenances unto and to the proper use and benefit of them, the said H. Eugene Bryan and Juliet J. Bryan, his wife, as tenants by the entireties.

And the said parties of the first part covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances thereof as may be requisite.

Witness the hands and seals of the above named grantors on the day and in the year first above written.

Christian Wohlgemuth Jr. (SEAL)

Helen M. Wohlgemuth (SEAL)

TEST

Leila M. Hodges

Washington, District of Columbia, Sct:

I hereby certify that on this Ninth day of May, in the year Nineteen hundred and forty-one, before me, the subscriber, a Notary Public for Washington, District of Columbia, aforesaid, personally appeared Christiam Wohlgemuth, Jr., and Helen M. Wohlgemuth, his wife, and they acknowledged the aforegoing Deed to be their act and deed.

Witness my hand and seal Notarial,

(NOTARIAL SEAL)

Leila M. Hodges

Notary Public, D.C.

My Commission expires Sept. 1, 1944

Recorded 16th May, 1941, at 11:45 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. 221 Folio 546 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 16th day of August A.D., 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

(INT. REV. STAMPS $1.10) (MD. STATE STAMPS $3.00)

THIS DEED, Made this 20th day of December, in the year one thousand nine hundred and Forty-four, by and between Henry Eugene Bryan, Juliet C. Bryan, his wife, parties of the first part, and Herbert K. Bryan party of the second part:

WITNESSETH, That in consideration of Ten Dollars, the parties of the first part do grant unto the party of the second part, in fee simple all that piece or parcel of land, in the State of Maryland and Anne_ Arundel County and described as follows, to wit;

Lots Numbered one and two in the sub-division of West River Grove, Shadyside, Ann_ Arundel County, Maryland.

Being the same property conveyed to Henry Eugene Bryan and Juliet C. Bryan, his wife, by Christian Wohlgemuth, Jr., and Helen M. Wohlgemuth, his wife.

Filed 21 Aug, 1952.

together with the improvements, rights, privileges and appurtenances to the same belonging

AND the said part_ of the first part covenant that ___will warrant the property hereby conveyed; and that ___will execute such further assurances of said land as may be requisite.

WITNESS hand and seal the day and year hereinbefore written.

In presence of
PRICIE N. EVANS
COLUMBIAN BUILDING
WASHINGTON, D.C.

HENRY EUGENE BRYYAN (SEAL)
JULIET C. BRYAN (SEAL)
ADDRESS AS TO BOTH
16 WETHERILL ROAD
WESTMORELAND HILLS, MARYLAND.

DISTRICT OF COLUMBIA, TO WIT:

I, PRICIE N. EVANS a Notary Public in and for the District of Columbia, DO HEREBY CERTIFY, that H. Eugene Bryan and Juliet C. Bryan, parties to a certain Deed, bearing date on the 20th day of December, 1944, and hereto annexed, personally appeared before me in said District the said H. Eugene Bryan and Juliet C. Bryan being personally well known to me as the persons who executed the said Deed, and acknowledged the same to be their act and deed.

RESPONDENTS' EXHIBIT #3

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GIVEN under my hand and seal this 20th day of December, 1944.

(NOTARIAL SEAL) PRICIE N. EVANS (SEAL)

My Commission Expires June 14, 1949. NOTARY PUBLIC D.C.

Recorded 31st Jan. 1945 at 12:55 P.M.

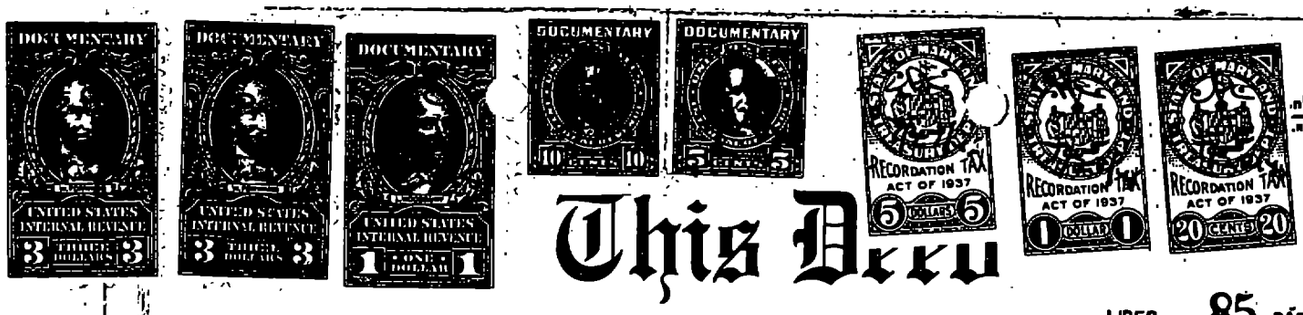
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 321 Folio 491 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 16th day of August A.D., 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk



nk No. 80
.RINGTON, D. C.

This Deed

LIBER 85 PAGE 77

Made this 19th *day of* June *in the year of our Lord one thousand nine hundred and* forty five *by and between*

Herbert K. Bryan and Alice W. Bryan (his wife)

of Arlington, Virginia

parties of the first part, and Margaret Bradley

of Washington, D. C. *party of the second part:*

Witnesseth, *that in consideration of* Six-thousand-two-hundred and fifty dollars ($6,250)

the said parties of the first part do grant and convey unto Margaret Bradley

party of the second part, ----------her---------- *heirs and assigns, in fee simple all* that *piece or parcel of* --------- *ground situate, lying and being in* Ann Arundel *County, State of Maryland, being* the *the same land which the said parties of the first part* Herbert K. Bryan and Alice W. Bryan *obtained from* H. Eugene Bryan and Juliet C. Bryan *by deed dated the* 20th *day of* December 19 44, *recorded in the Land Records of* Ann Arundel County *in Liber* J. H.H. No. 821 *at folio* 491 *and being described as follows to wit:*

Lots numbered One (1) and Two (2) in the Subdivision of West River Grove, Shady Side, Maryland, together with improvements thereon, Ann Arundel County, Maryland.

Filed 21 Aug., 1952.

RESPONDENTS' EXHIBIT #4

Together *with the building 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.*

rt,

41

To Have and to Hold *the* said *piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said*

Margaret Bradley

And *the said parties of the first part covenant that* they *will warrant specially and generally the property hereby conveyed; that* they *seized of the land hereby conveyed; that* they *have a right to convey said land; that the said party of the second part shall quietly enjoy said land; that* they *have done no act to encumber said land; and that* they *will execute such further assurances of said land as may be requisite.*

Witness our *hands and seals.*

TEST:

J. H. Dobbins

DWIGHT RYAN.

Herbert K. Bryan [SEAL]
HERBERT K. BRYAN

Alice W. Bryan [SEAL]
ALICE W. BRYAN

42

LIBER 85 PAGE 79

City of Washington
District of Columbia } ss.:

I Hereby Certify *that on this* 30th *day of* June *19*45*, before the subscriber, a* Notary Public in and for the City of Washington, District of Columbia,

personally appeared ALICE W. BRYAN, wife of Herbert K. Bryan, *and* ~~*wife*~~*, and did each acknowledge the aforegoing deed to be* her *act.*

In Testimony Whereof *I have affixed my official seal this* 30th *day of* June *, A. D. 19*45*.*

My Commission Expires June 14, 1949.
Pricie N. Evans

Pricie N. Evans
Notary Public, D. C.

With the Armed Forces of the United States At U.S. Naval Supply Depot, Navy #117 I hereby certify that the aforegoing instrument was acknowledged this 26th Day of June, 1945, by Herbert K. Bryan serving in the armed forces of the United States, before me, a commissioned officer in the active service of the United States Navy.

S.R. Williamson
Signature of officer

S.R. WILLIAMSON, Lt.(jg),SC,USNR,
U.S. Naval Supply Depot, Navy #117
c/o Fleet Post Office, New York, N.Y.

Deed

FROM

HERBERT K. BRYAN

AND

ALICE W. BRYAN

TO

MARGARET BRADLEY

Received for Record on the 27 day of July 1945, A. D. 19__, at 3:45 o'clock P.M., and recorded in Liber No. 336 at Folio 210, et seq., one of the Land Records for the Ca. Ca.

John H. Hopkins Jr.
Recorder.

Recd

Made and Sold by Law Reporter Ptg. Co., 518 5th St., Wash., D. C.

3

43

THIS DEED made this day of July in the year Nineteen hundred and forty-five, by and between HERBERT K. BRYAN and ALICE WOLFORD BRYAN, his wife, parties of the first part being of McLean in the State of Virginia and MARGARET M. BRADLEY, party of the second part, being of the City of Washington in the District of Columbia.

Filed 21 Aug., 1952.

WITNESSETH, that for and in consideration of the sum of ten dollars ($10.00) and other good and valuable considerations thereunto moving from the party of the second part unto the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby bargain and sell and by these presents do grant and convey unto the said party of the second part, her heirs and assigns, forever in fee simple, all of those lots or tracts of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being described as follows, that is to say:

BEGINNING for the same on the northernmost side of a 25 foot road shown on a plat called "West River Grove", Shady Side, Maryland, prepared by Edward Hall, Jr., Surveyor and recorded in Plat Book F.S.H. No. 2 folio 32, now known as Cabinet No. 1 Rod U plat 6, at the easternmost corner of lot No. 3 on said plat and running thence and binding on said road South 79 degrees 30 minutes East 96 feet, thence leaving said road and running North 9 degrees East 121 feet more or less to the low water mark of "West River, thence binding northwesterly along the low water mark of said river to intersect a line drawn North 13 degrees East 176 feet more or less from the place of beginning, thence reserving said line and binding thereon South 13 degrees West 176 feet more or less to the place of beginning. Being and comprising lots one (1) and Two (2) on the aforesaid plat of "West River Grove" aforesaid and the land lying between same and the low water mark of West River.

IT BEING the identical property which was granted and conveyed unto the said Herbert K. Bryan by Deed from Henry Eugene Bryan and wife dated the 20th day of December in the year 1944 and recorded among the land record books of Anne Arundel County in Liber J.H.H. No. 321 folio 491.

TOGETHER with the buildings and improvements thereon erected made or being and all of the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises to and unto the said party of the second part, her heirs and assigns, forever in fee simple.

AND THE said parties of the first part do hereby covenant to warrant specially the property hereby conveyed and that they will execute such other and further assurances as may be requisite.

WITNESS the hands and seals of the above named Grantors on the day and in the year first above written.

_____(SEAL)
Herbert K. Bryan

_____(SEAL)
Alice Wolford Bryan

Witness:

_____
Wilhelmina P. Hopkins.

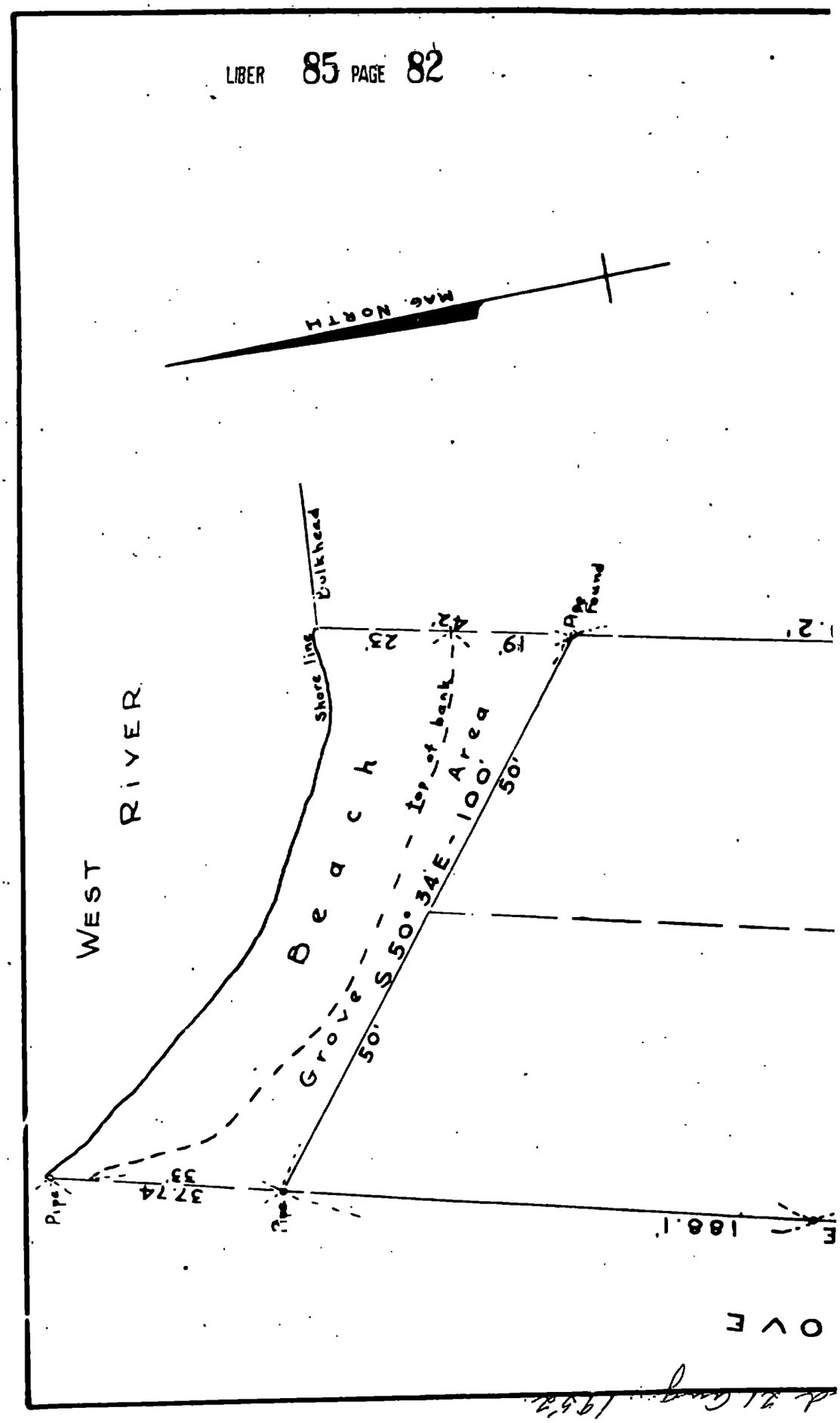
State of Maryland, Anne Arundel County, to wit:

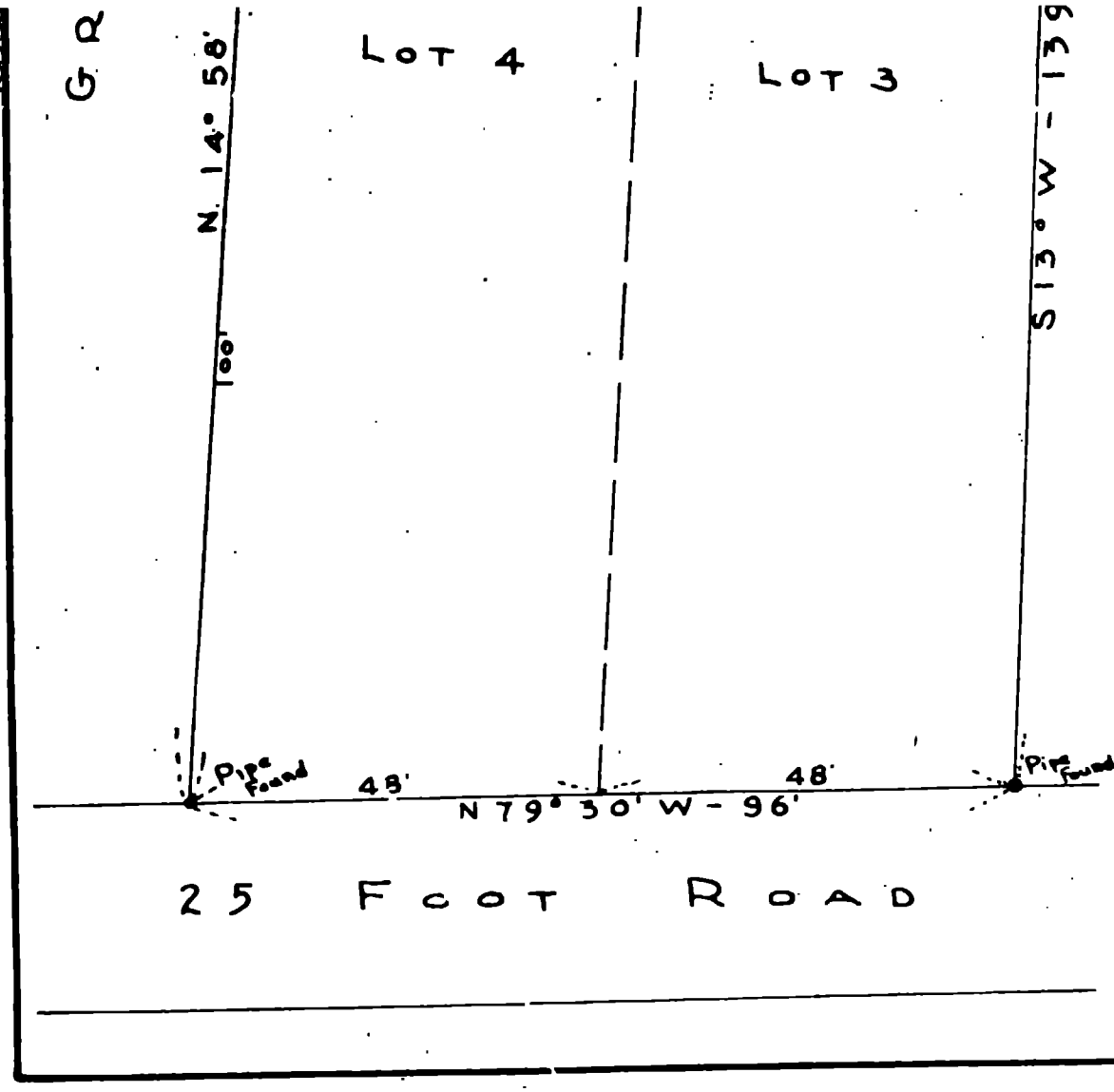
I hereby certify that on this day of July in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Herbert K. Bryan and Alice Wolford Bryan, his wife, and they each acknowledged the aforegoing Deed to be their act and deed.

Witness my hand and seal Notarial.

_____
Wilhelmina P. Hopkins, Notary Public.

45


MAG. NORTH
WEST RIVER
Beach
Shore line
Bulkhead
Grove
Area
top of bank
S 50° 34' E - 100'
50'
50'
23'
42'
19'
Pipe Found
Pipe
Pipe
37.74
33'
188.1'
OVE



LIBER 85 PAGE 83

Copy

SURVEY

LOTS 3 & 4, WEST RIVER GROVE, SHADYSIDE, A.A. Co., MD.

REC. PLAT Recorded in Cab. 1 - Rod U. Plot 6

Scale 1" = 20' MAR 1948

J. R. McCrone, Jr.

Registered Professional Engineer & Land Surveyor

Annapolis, Md.

CORNWALL, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
BRADLEY, et al.	*	No. 10,495 Equity

* * *

PETITION, CONSENT AND ORDER TO AMEND BILL OF COMPLAINT

Filed 23 Oct., 1952

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of the Plaintiffs in this cause respectfully represents:

1. That your Petitioners desire to amend their Bill of Complaint heretofore filed in these proceedings in order to further and better set forth their claims against the Defendants.

2. That the Defendants, by their attorney, have consented to said amendments.

WHEREFORE, your Petitioners pray this Honorable Court to pass an Order permitting them to amend their Bill of Complaint by deleting therefrom pages eight (8) and nine (9) thereof, and substituting therefor pages numbered eight (8), nine (9) and ten (10), said pages being attached hereto each marked "amended".

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

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Filed 23 Oct, 1952

CONSENT

Consent is hereby given to the amendments as prayed, and service of a copy thereof is admitted.

Eugene M. Childs
192 Duke of Gloucester Street
Annapolis, Maryland
Attorney for Defendants

ORDER

Upon the foregoing Petition and Consent, it is thereupon this 23rd day of October 1952, ORDERED that the Plaintiffs in this cause be, and they are hereby , permitted to amend their Bill of Complaint as prayed in said Petition.

Filed 23 Oct, 1952

It is further ORDERED that the Clerk of the Court insert the substituted pages containing said amendments after page seven (7) of the Bill of Complaint and that he mark pages eight(8) and nine (9) of the Original Bill of Complaint "deleted".

It is further ORDERED that the Defendants be permitted to file, on or before 24 October 1952, a supplemental answer to paragraphs numbered twenty-seven (27), twenty-eight (28) and twenty-nine (29) of the Bill of Complaint as amended.

Judge

47

LIBER 85 PAGE 86

ERNEST S. CORNWALL, ET AL	:	NO. 10,495 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
MARGARET M. BRADLEY JAMES F. BRADLEY	:	ANNE ARUNDEL COUNTY

ANSWER TO AMENDED PORTIONS OF
COMPLAINANTS' BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

And as an answer to paragraph 27 of the amended Bill of Complaint, these respondents deny that any such intention, as alleged, existed on the part of either party, the said Bertha A. Woodfield having had a plat of the property recorded, and thereby was charged with knowledge of what the plat contained. The lot was conveyed by plat reference, and no extension of the western line of lot 4 is shown thereon.

In answer to amended paragraph 28, these respondents deny that the description is vague and indefinite, and allege that, on the contrary, the description was sufficiently clear to give rise to the exception filed in the above mentioned cause, No. 9235 Equity, and sufficient without more to enable a surveyor to prepare the plat hereinabove referred to as respondents' Exhibit #6.

In answer to amended paragraph 29, these respondents again deny the intention, as alleged.

In answer to amended paragraph 30, these respondents admit that none of the back lots has been sold off, and note with satisfaction the disclaimer of Esther F. Hallock.

TO THE END, THEREFORE:

May it please your honors

(1) That the deed from Bertha A. Woodfield to Cornwall, dated April 21, 1952, may be declared null and void, and to no effect, and expunged from the Land Records lest it constitute a cloud upon the title of

Filed Oct. 13, 1952.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

48

the respondent, Margaret M. Bradley.

(2) That the complainants' Bill may be dismissed.

(3) That these respondents may be hence dismissed, with their costs.

Respoctfully submitted.

Eugene M. Childs
Solicitor for Respondents

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

LIBER 85 PAGE 88

LIBER 687 PAGE 330

No Stamps Required

QUIT-CLAIM DEED

THIS DEED, made this 21st day of April 1952, by and between BERTHA A. WOODFIELD, widow, party of the first part, hereinafter called Grantor, and ERNEST S. CORNWALL and JEAN H. CORNWALL, his wife, parties of the second part, hereinafter called Grantees, all of Anne Arundel County, Maryland.

WHEREAS, the parties of the second part have purchased from George E. Bierach and Florence G. Bierach, his wife, under contract of sale dated 31 August 1950, Lots Nos. 3 and 4 as shown on the plat of West River Grove, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 32 (now recorded in Plat Cabinet No. 1, Rod N, Page 6); and

Filed 23 Oct. 1952. 10 A.M.

WHEREAS, it was the intention of Louis A. Woodfield, now deceased, developer of said sub-division, when said Lots Nos. 3 and 4 were originally conveyed out of said sub-division to William B. Lanigan and wife by deed dated 29 September 1930, and recorded among the aforesaid Land Records in Liber F.S.R. No. 77, folio 282, that the lot lines extend to the water's edge of West River, as evidenced by the contract of sale for said property dated 24 May 1926 by and between the said Woodfield and the said William B. Lanigan; and

WHEREAS, since said conveyance to said Lanigan the owners of said lots have used and occupied said lots as waterfront lots; and

WHEREAS, nevertheless, the record title lines of said lots do not extend to the water's edge of West River; and

WHEREAS, the said Bertha A. Woodfield, widow of the aforementioned Louis A. Woodfield, by virtue of a deed dated 30 October 1936, and recorded among the aforesaid Land Records in Liber F.S.R.

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No. 156, folio 276, from Esther F. Hallock and husband, is the record owner of all of the waterfront property which has not heretofore been conveyed of record out of the property shown on said plat, including the strip of land between the water's edge of West River and the northern boundaries of Lots Nos. 3 and 4 as shown on the aforementioned plat of West River Grove; and

WHEREAS, the said Bertha A. Woodfield desires to effectuate of record the original intention of her deceased husband, the said Louis A. Woodfield, that is to say that the boundaries of said Lots Nos. 3 and 4 should extend to the water's edge of West River.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises, the sum of One Dollar ($1.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant, convey, release and quit-claim unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, all of her right, title and interest in and to whatever portion or parcel of land, if any, lying between the northern boundaries of Lots Nos. 3 and 4, as shown on the aforementioned plat of West River Grove (recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod N, Plat 6) and the water's edge of West River, and bounded on the west by the western boundary of Lot No. 4 extended to said water's edge, and bounded on the east by the eastern boundary of Lot No. 3 extended to the water's edge aforesaid.

BEING part of the same property which was conveyed to the Grantor herein by Esther F. Hallock and husband, by deed dated 30

61

1936, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 156, folio 276.

TOGETHER WITH the buildings and improvements thereon and all the rights, roads, waters, ways, privileges and improvements thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Ernest S. Cornwall and Jean H. Cornwall, his wife, as tenants by the entireties, their heirs and assigns, in fee simple.

WITNESS the hand and seal of the said Grantor.

WITNESS:

Ridgely P. Melvin, Jr. — Bertha A. Woodfield (SEAL)

Ridgely P. Melvin, Jr. — Bertha A. Woodfield

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

I HEREBY CERTIFY that, on this 21st day of April 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared BERTHA A. WOODFIELD, widow, the Grantor herein, and she acknowledged the foregoing deed to be her act.

WITNESS my hand and Notarial Seal.

Viola J. Brown — Notary Public

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Recorded: June 6, 1952 at 2.45 P.M.

NOTE:
Value of this small strip is included in the assessment of Lots 3 & 4, West River Grove, Shadyside. No entry or transfer required on Assessment Records.

Wm. H. Riley, Jr.
Asst. Supervisor of Assessments
6-6-52

Ferrid as provided by Act 1930.

QUIT-CLAIM DEED

BERTHA A. WOODFIELD, widow

to.

ERNEST S. CORNWALL and
JEAN H. CORNWALL, his wife

Received for Record 6 Day of June 1952, at 3:45 P.M. and the same day recorded in Liber J.H.H. No. 68 Fol. 330 Land Records of Anne Arundel County.
John H. Hopkins
Clerk

McWILLIAMS, EVANS & MELVIN
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 85 PAGE 92

McWILLIAMS, EVANS & MELVIN
ATTORNEYS AT LAW
212 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND

WILLIAM J. McWILLIAMS
MATTHEW S. EVANS
RIDGELY P. MELVIN, JR.

TELEPHONE
2658

October
Twenty
1950

Filed 23 Oct., 1950.

Dr. Joseph F. Bradley
Miss Margaret Bradley
201 Pennsylvania Avenue, S. E.
Washington, D. C.

Dear Dr. Bradley and Miss Bradley:

Mrs. Bernard Hallock of Shadyside, Maryland, has consulted this office on behalf of her daughter and son-in-law, Lieut. and Mrs. Ernest Cornwell, concerning their property at West River Grove, Shadyside, Maryland.

They have asked us to give you notice that they claim title to the water rights in front of their property (lots 3 and 4), and that any filled land resulting from the operations now being conducted in front of this property belongs to them, and that their property lines go to the water's edge of West River.

Very truly yours,

Ridgely P. Melvin, Jr.

RPM:DLK

Pl. 64.

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LIBER 85 PAGE 93

McWILLIAMS, EVANS & MELVIN
ATTORNEYS AT LAW
212 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MARYLAND

WILLIAM J. McWILLIAMS
MATTHEW S. EVANS
RIDGELY P. MELVIN, JR.
CHIPMAN W. CUNNINGHAM

TELEPHONE
2858

July
Eleventh
1951

Dr. James F. Bradley
204 Second Street S.E.
Washington 3, D.C.

Dear Dr. Bradley:

On behalf of Lieutenant and Mrs. Cornwall, who own the property adjacent to you at Shady Side, I am writing to inform you that they consider the large pile of dirt which you have caused to be placed on their property a trespass which is interfering with the enjoyment of their property. They request that the pile of dirt either be removed or leveled off; otherwise, it will be necessary for them to resort to court action against you.

Very truly yours,

RPM/JLW

Ridgely P. Melvin Jr.

Filed 23 Oct., 1952

Pl. Ext. 6

2405 32nd Street, S. E.
Washington 20, D. C.
April 1, 1948

Mr. George B. Woelfel,
Attorney at Law
Annapolis, Md.

Dear Sir:

Filed 23 Oct., 1948.

Confirming Mr. Sassi's telephone conversation with you this afternoon I am forwarding the two drawings as you requested.

Upon return from Annapolis today Mr. Sassi and I talked with Dr. Bradley and he stated that at the time of his purchase of the parcel of ground referred to as the "Grove" he requested the surveyor Mr. Hall to have the dividing lines for lots 1, 2, 3, and 4 extend out to the water line and designate them all as water-front lots, however this was never gotten around to.

Dr. Bradley agrees to release ownership of any property in front of lots 3 and 4 in order to give Mr. Sassi and myself a clear title as waterfront property for said lots. He also stated that all of the lots, 1, 2, 3, 4, and the "Grove" (lot 5) should be shown extended to the waterfront and officially shown on the records as such.

Due to the fact this property was misrepresented in error as waterfront property and has caused Mr. Sassi and myself loss of time from work to the extent of two days each and our having negotiated this deal with Dr. Bradley we feel that it is not imposing to ask that the trustees stand all costs of settlement such as titles, contracts, searches, stamps, attorneys fees, etc., in order to close the sale.

Respectfully,

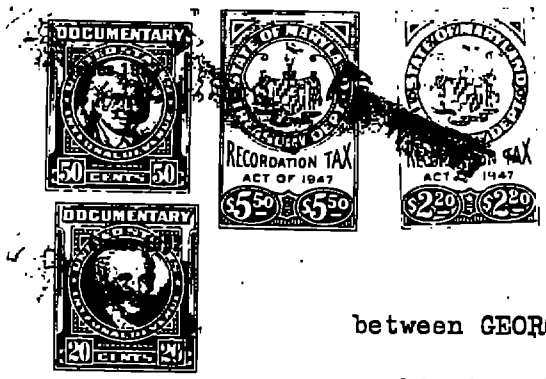
George T. Bierach

Pl. Eq. 9

56

LIBER 85 PAGE 95

LIBER 687 PAGE 333



D E E D

THIS DEED, made this 16th day of May 1952, by and between GEORGE E. BIERACH and FLORENCE G. BIERACH, his wife, of Washington, District of Columbia, parties of the first part, hereinafter called Grantors, and ERNEST S. CORNWALL and JEAN H. CORNWALL, his wife, of Anne Arundel County, State of Maryland, parties of the second part, hereinafter called Grantees.

WITNESSETH: That, for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, as tenants by the entireties, their heirs and assigns, in fee simple, all those lots of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and known as Lots Nos. 3 and 4 as shown on the plat of West River Grove, which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 32, now recorded in Plat Cabinet No. 1, Rod U, Page 6.

BEING the same property which was conveyed to George E. Bierach and Florence G. Bierach, his wife, by Vincent Gould and Helen Gould, his wife, by deed dated 2 October 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 494, folio 136.

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

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Grantees, as

tenants by the entireties, their heirs and assigns, in fee simple.

AND the said Grantors do hereby covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances of the same as may from time to time be requisite.

WITNESS the hands and seals of the said Grantors.

WITNESS:

Alex Boyd

George E. Bierach (SEAL)
George E. Bierach

Alex Boyd

Florence G. Bierach (SEAL)
Florence G. Bierach

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

I HEREBY CERTIFY that on this 16th day of May 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared GEORGE E. BIERACH and FLORENCE G. BIERACH, his wife, and each acknowledged the aforegoing Deed to be their respective act.

WITNESS my hand and Notarial Seal.

Annie M. Rogers
Notary Public

Recorded: June 6, 1952 at 2.45 P.M.

55

LIBER 85 PAGE 97

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

DEED

GEORGE E. BIERACH and
FLORENCE G. BIERACH, his wife

to

ERNEST S. CORNWALL and
JEAN H. CORNWALL, his wife

Lots Nos. 3 and 4, West River Grove, in the Seventh Election District of Anne Arundel County, Maryland

Received for Record 6 Day of June 1952 at 2.45 P. M. and the same day recorded in Liber J.H.H., No. 687 Fol. 333 Land Records of Anne Arundel County.

John H. Hopkins Jr.
Clerk

McWILLIAMS, EVANS & MELVIN
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Pl. 7.50

October 10, 1950

Dr. J. F. Bradley
201 Penna. Ave. S.E.,
Washington, D.C.

Dear Sir:

As you know, we have begun work filling in at your place at Shady Side, Md. Some question has arisen as to the rightful ownership of this property, and we understand there is a possibility of an injunction being instituted.

As stated to you this morning, the following are the conditions under which we are willing to continue the dredging:

If we are stopped for any cause or causes, other than of our own reason, you are to pay us at the rate of $100.00 per day for each and every day we have worked, including the day we are notified to stop.

It is agreed and understood that we are in no way responsible for the seawall holding up under the pressure of the dredged material.

Please sign copy and return to us.

Very truly yours,

[illegible] Partner

JRS:M

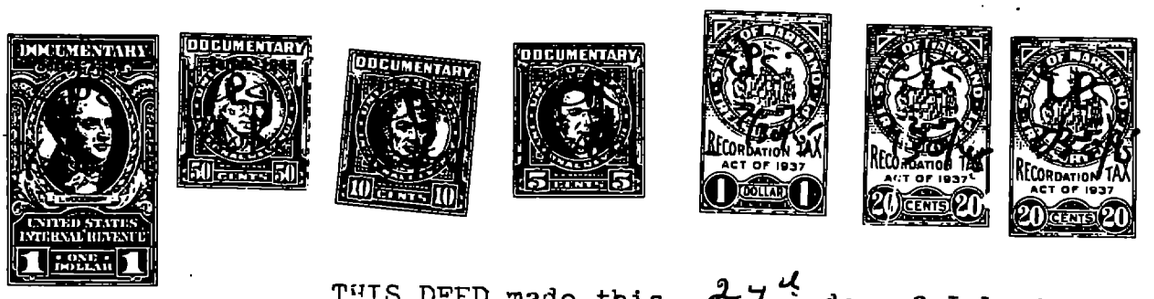
ACCEPTED_____

SIGNED_____

Filed 23 Oct., 1952.

Pl. Ex. 12

60



THIS DEED made this 24th day of July in the year Nineteen hundred and forty five, by and between BERTHA A. WOODFIELD, Widow, party of the first part of Anne Arundel County in the State of Maryland and MARGARET M. BRADLEY, party of the second part of the City of Washington in the District of Columbia.

WITNESSETH, that for and in consideration of the sum of ten dollars ($10.00) and other good and valuable considerations thereunto moving from the party of the second part unto the party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby bargain and sell and by these presents does grant and convey unto the said party of the second part, her heirs and assigns, forever in fee simple, all of that lot or tract of land situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, and being described as follows, that is to say:

Filed 23 Oct, 1945

ALL of that lot marked GROVE on the plat of West River Grove, Shady Side, Maryland, prepared by Edward Hall, Jr., Surveyor and recorded in Plat Book F.S.R. No. 2 folio 58, now known as Cabinet No. 1 Rod U Plat 6.

IT BEING a part of that property which was granted and conveyed unto the said Bertha A. Woodfield and Louis A. Woodfield, her husband by Deed from Esther F. Wallock and husband dated October 29, 1936 and recorded among the land record books of Anne Arundel County in Liber F.A.M. No. 156 folio 276. The said Louis A. Woodfield having since departed this life leaving the said Bertha A. Woodfield, his wife, as surviving tenant.

TOGETHER with the buildings and improvements thereon erected made or being and all of the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises to and unto the said party of the second part, her heirs and assigns, forever in fee simple.

AND THE said party of the first part does hereby covenant to warrant specially the property hereby conveyed and that she will execute such other and further assurances as may be requisite.

WITNESS the hand and seal of the above named Grantor on the day and in the year first above written.

Witness: Bertha A. Woodfield (SEAL)
Bertha A. Woodfield

Annie M. Rogers

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 21st day of July in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Bertha A. Woodfield, widow, and she acknowledged the aforegoing Deed to be her act and deed.

Witness my hand and seal Notarial.

Annie M. Rogers
Notary Public.

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LIBER 85 PAGE 101

TO TAXES PAID
DEC. 31, 1948
THOMAS W. DAVIS
Treas.

Deed.

Bertha A. Woodfield, Widow

to

Margaret M. Bradley

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

R. Harry Arnold,
Clerk

337 246

John H. Hopkins, 3rd.

EUGENE P. CHILDS
Attorney at Law
ANNAPOLIS, MD.

204-2nd N.E.
Wash., 3, D.C.

Rec. 1.65
Ex. 1.40 Paid

LIBER 85 PAGE 102

ERNEST S. CORNWALL, ET AL	:	NO. 10,495 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
MARGARET M. BRADLEY JAMES F. BRADLEY	:	ANNE ARUNDEL COUNTY

MOTION TO STRIKE TESTIMONY

To the Honorable, the Judges of said Court:

Now come the Respondents, Margaret M. Bradley and James F. Bradley, and make motion that the Court strike from the record of the above entitled case the following:

1. Contract of sale between Lanigan and Woodfields; on the grounds that the deed (F.S.R. 77, folio 282) from Hallock, as Woodfields' agent, is the best evidence of the contract, and further that the contract was merged into the deed and extinguished thereby.

2. Mrs. Woodfield's testimony as to what she intended the Grove to be; on the ground that the plat, Cabinet 1, Rod U, folio 6, is the best evidence.

3. Mrs. Woodfield's testimony as to what she intended to sell to Bradley; on the ground that the deed (J.H.H. 337, folio 266) is the best evidence.

4. Testimony of Mr. Wilde and Mr. Percy Smith concerning their opinion as to what the Grove was intended to be; on the grounds that it was merely opinion evidence, and further that they, on cross-examination, admitted they had never seen the record plat of the Grove, which was the best evidence.

5. Testimony of Mr. Wilde on what he had overheard various former owners of lots 3 and 4 say as to the extent of their property; on the grounds that such testimony is hearsay, and also, not best evidence.

6. The blueprint sketch introduced by Complainants, on cross-examination of Dr. Bradley; on the grounds that the sketch was without any

Filed 30 Oct, 1952

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

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foundation or identification as to time or place, its origin and purpose were unshown and unknown, the purpose of its introduction totally unclarified, and the construction and effect of which was left entirely to the Court's imagination.

Respectfully submitted.

CHILDS AND BALD

By _____
Eugene M. Childs

SOLICITORS FOR RESPONDENTS

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

CORNWALL, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
BRADLEY, et al.	*	ANNE ARUNDEL COUNTY
	*	No. 10,495 - Equity

* * * * *

MOTION TO STRIKE

The Plaintiffs move the Court to strike from the evidence the following testimony admitted "subject to exception";

That portion of the testimony of the Defendant, James F. Bradley, in which he stated that at the time of the verbal agreement with Mrs. Woodfield and at the time of the execution of the deed by Mrs. Woodfield for the "lot marked Grove", it was his understanding that he was receiving the waterfront strip in front of Lots 3 and 4.

AND, as in duty bound, etc.

Filed 30 Oct., 1952

Ridgely P. Melvin, Jr.

Ridgely P. Melvin, Jr.
212 Duke of Gloucester Street
Annapolis, Maryland
Attorney for Plaintiffs

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ERNEST S. CORNWALL, and JEAN H. CORNWALL, his wife, and others, PLAINTIFFS.	:	
VS.	:	NO. 10,495 EQUITY
MARGARET M. BRADLEY, and JAMES F. BRADLEY, her brother, DEFENDANTS.	:	

Filed 20 Nov., 1952.

:::::::

O P I N I O N

The broad question in this case is whether the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, his wife, own a strip of land, about one hundred feet long and twenty-five feet wide, lying between the northernmost boundaries of the two lots which on the plat of West River Grove were designated as lots Nos. 3 and 4, and the waters of West River, or whether said strip belongs to the defendants, Margaret M. Bradley and James F. Bradley, her brother. The narrower question is whether, by the true construction and meaning of a deed from Bertha A. Woodfield to the said Margaret M. Bradley dated July 24, 1945, the strip in question is to be considered a part of an area or space marked "GROVE" on said plat, so that it passed by said deed as a part of the land thereby conveyed.

The said Bertha A. Woodfield and Louis A. Woodfield, her late husband, owned a tract of land situate and lying on the south shore of West River at Shady Side. They decided to develop a part of this tract. They employed Edward Hall, Jr., to lay out a subdivision and make a plat thereof. This plat was dated April, 1925, and was recorded June 25, 1929. A copy thereof was filed with the Bill of Complaint herein marked "Complainants' Exhibit No. 1", and

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a better copy was offered in evidence and marked "Plaintiffs' Exhibit No. 1". West River at this point runs substantially southeast, or, to be exact, South 50 degrees 30 minutes East. Mr. Hall first laid out a road twenty-five feet wide running through the property from west to east, or, to be exact, South 79 degrees 30 minutes East. On the north side of that road he laid out a block of four lots which he designated by the numbers 1,2,3 and 4. These lots were about forty-eight feet in width and extended from said road on the south, northerly to a line drawn parallel to said West River and about twenty-five feet southerly therefrom. Mr. Hall then showed on his plat (1) an area or space lying to the west of said lot No. 4 and extending from said road on the south to the waters of West River on the north which he designated by the appellation "GROVE", (2) a strip about twenty-five feet wide and 199.50 feet long lying between the southwest shore of West River and the northeast outline of said block of lots, and (3) a triangular space lying east of the easternmost outline of said lot No. 1 and bounded on the south by said road and on the northeast by said River. Then, south of said road, he laid out a couple more roads running north and south and fourteen lots which he numbered from 5 to 18, both inclusive. He called the subdivision "West River Grove".

On March 1, 1926, Mr. and Mrs. Woodfield sold said lots Nos. 1 and 2 to a Mr. Wohlgemuth and agreed that the side lines of said lots be extended northerly to the bank of West River. On May 24, 1926, they sold said lots Nos. 3 and 4 to a Mr. and Mrs. Lanigan and agreed to make a similar extension. By deed dated February 24, 1930, Mr. and Mrs. Woodfield conveyed to Mr. Wohlgemuth the two lots sold him as aforesaid and specifically provided for the extension of the side lines thereof to the waters of West River. Mr. and

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Mrs. Woodfield then by deed dated March 20, 1930, conveyed all the balance of their said property to Esther F. Hallock, their daughter. Mrs. Hallock then attempted to complete the sale of lots Nos. 3 and 4, made by her mother and father as aforesaid, to Mr. and Mrs. Lanigan, and, on September 29, 1930, conveyed said lots Nos. 3 and 4 to them, but did not include any language in said deed indicating that the side lines of said lots were to be extended to the waters of West River. By deed dated October 29, 1936, Mrs. Hallock reconveyed to Mr. and Mrs. Woodfield what remained of said property. Mr. Woodfield departed this life August 14, 1939.

By deed dated May 9, 1941, Mr. and Mrs. Wohlgemuth conveyed said lots Nos. 1 and 2 and the strip lying between said lots and the River to H. Eugene Bryan and Juliet J. Bryan, his wife, who by deed dated December 20, 1944, conveyed the same to Herbert K. Bryan, who with Alice W. Bryan, his wife, by deed dated June 19, 1945, conveyed the same to the said Margaret M. Bradley. Then, by deed dated July 24, 1945, Mrs. Woodfield conveyed, or attempted to convey, to the said Margaret M. Bradley a lot which she, in said deed, described as follows, that is to say:

> "ALL of that lot marked GROVE on the plat of West River Grove, Shady Side, Maryland, prepared by Edward Hall, Jr., Surveyor and recorded in Plat Book F. S. R. No. 2, folio 32, now known as Cabinet No. 1 Rod U Plat 6."

While the property conveyed by Wholgemuth to Bryan and by Bryan to Bradley was not described by metes and bounds, courses and distances, in any of said deeds after the conveyance from Wohlgemuth to Bryan, the descriptions contained in the later deeds are broad enough to include not only said lots Nos. 1 and 2, but the strip of land lying between said lots and West River. And while the title to the two properties conveyed Miss Bradley was taken in her name alone, I understood it to have been conceded through-

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out the trial that she held not only for herself, but for Doctor Bradley, her brother.

The above named deed given by Mrs. Hallock to Mr. and Mrs. Lanigan conveyed the property therein described to them as joint tenants. Mr. Lanigan was apparently indebted unto Mr. Woodfield when the latter died. In any event, Mrs. Hallock, as the administratrix of Mr. Woodfield's estate, recovered a judgment against him on the law side of this court and issued execution thereon, and the Sheriff of Anne Arundel County, in virtue thereof, levied on and seized in execution Mr. Lanigan's interest in said property, and, in due course, sold the same; and Mrs. Hallock, in her individual capacity, became the purchaser thereof. Mrs. Hallock, thereupon, filed her bill of complaint in this court against Mrs. Lanigan (the same being No. 9235 Equity) praying for the sale of the property for purposes of partition. In due course, a decree was passed for the sale of said property, and Albert J. Goodman and R. Tilghman Brice, III, were appointed trustees to make the sale. They, in virtue of said decree, offered said property by public auction on January 13, 1948, and sold the same to a Doctor Vincent Gould, at and for the price and sum of sixty-two hundred dollars ($6200.00) (of which sale I will have more to say later), who sold it to George E. Bierach and Florence G. Bierach, his wife, (a Mr. Herbert A. Sassi being associated with them in the purchase, although his name did not appear in the deed), who sold the same to Mr. and Mrs. Cornwall under contract dated August 31, 1950, and conveyed the same to them by deed dated May 16, 1952. Mrs. Woodfield then, by a quit claim deed dated April 21, 1952, conveyed to Mr. and Mrs. Cornwall the strip of land in question, that is to say, the strip lying between the northeast outlines of said lots Nos. 3 and 4 and the waters of West River. On June 6, 1952,

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Mr. and Mrs. Cornwall (Mrs. Woodfield and Mrs. Hallock joining with them as plaintiffs although they really have no interest) filed their bill herein, wherein they ask that the deed from Mrs. Woodfield to Miss Bradley dated July 24, 1945; as aforesaid, be construed as conveying no land lying east of the northerly prolongation of the westernmost outline of said lot No. 4 to the waters of West River, or, in the alternative, that said deed be reformed. As far as this record shows, Mrs. Woodfield still owns all the balance of the property shown on said plat.

The first thing which occurred to me when I looked at Mr. Hall's plat of West River Grove (and the plat must be regarded as incorporated into the deed) was that he never intended the area or space marked "GROVE", and/or the strip lying between lots Nos. 1, 2, 3 and 4 and the River, and/or the triangular space lying east of the easternmost outline of said lot No. 1, to be a lot, or two lots, or three lots, to be conveyed by reference to said plat by the appellation "GROVE", or any other designation. True, he shows these areas on his plat, but he did not give the direction or length of a single line around said areas except for the courses and distances applying to the numbered lots, and, what is more significant, he did not contain the area east of said lot No. 1, and close his description as he would have done if he had intended to describe a lot. For each and every of the lots numbered from 1 to 18, inclusive, he not only carefully showed the bearing, but the length of the lines, while he treated the three above named areas very much the same as he treated the area east of lot No. 5, and the areas south of the twenty foot road. Mr. Hall was County surveyor of this County for some years, and I always considered him a very competent man. If he had intended to show the area lying west of said lot No. 4, and/or the

strip between the lots and the River, and/or the area east of lot No. 1, as embraced in one lot, or as two, or three lots, he would have placed appropriate designations on his plat so that the intention thereof could not be misunderstood.

These observations support the plaintiffs' claim that at first Mr. and Mrs. Woodfield contemplated developing the whole of their property, and that they intended to reserve the area marked "GROVE" for the use of all the lotowners for picnics and whatnot, and the strip of land between the four lots and the River for use by all the lotowners (those on the south side of the road, as well as those on the north side thereof) for access to the waters of said River. There is certainly nothing unusual in schemes of that nature. In Williams Realty Company vs. Robey, 175 Maryland 532, a very similar situation was involved. See also North Beach vs. North Beach Improvement Company, 172 Maryland 101; and the several cases in this court where I have passed on the relative rights of lotowners in strips of land similar to the strip involved in this case. But, be that as it may, the fact that Mr. Hall did not close the lines surrounding the area shows very definitely that he did not intend the area, and/or the two areas, and/or the three areas, to be a lot to be conveyed under the appellation "GROVE" or under any other appellation. Why does one have any more right to say that the area in front of lots Nos. 3 and 4 is a part of the "GROVE", than he has to say that the whole area in front of the four lots is a part thereof, or that the triangular area to the east of lot No. 1 should not be included therein? Suppose the owner of these three areas had wanted to sell them together and under one set of metes and bounds, courses and distances. How would a competent

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engineer go about writing a description thereof without making a new survey? The only way he could possibly do it would be by "scaling" the distances and calculating the bearings. This might or might not produce the correct answer. Few plats are accurate enough for that. It is for that reason that good surveyors always indicate the bearings and distances by appropriate letters and figures. And, the only way that same competent engineer could complete his description of the triangular area east of lot No. 1 would be to complete the plat - - for Mr. Hall never did.

To construe said plat and the deed from Mrs. Woodfield to Miss Bradley, as including under the appellation "GROVE", not only the area west of the west line of lot No. 4 and the prolongation thereof northerly to the River, but any land lying east of said prolongation would, as heretofore suggested, be equivalent to saying that the description of said area was so indefinite and uncertain as to be void, and that the deed, in fact, conveyed nothing. That result should be avoided if possible. I will, accordingly, just call said description "ambiguous" and see where that leads us.

The determination of the intention of the parties is, of course, the most important thing, or, as it is sometimes put, the cardinal rule in construing a deed or any other written contract. While rules for the determination of this intention have been laid down in different forms and in different ways, in no place have the rules which concern us most at this time been better expressed than by the American Law Institute in Restatement, Contracts, where it, at section 230, says:

> "The standard of interpretation of an integration, except where it produces an ambiguous result, or is excluded by a rule of law establishing a definite meaning, is the meaning that would be attached to the integration by a reasonably intelligent person

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acquainted with all operative usages and knowing all the circumstances prior to and contemporaneous with the making of the integration, other than oral statements by the parties of what they intended it to mean." (Emphasis supplied).

And, at section 235, where it says:

"The following rules aid the application of the standard stated in section 230:

****

"(d) All circumstances accompanying the transaction may be taken into consideration, subject in case of integrations to the qualifications stated in section 230.

"(e) If the conduct of the parties subsequent to a manifestation of intention indicates that all the parties placed a particular interpretation upon it, that meaning is adopted if a reasonable person could attach it to the manifestation."

(See also 12 American Jurisprudence, Contracts, section 249; 26 Corpus Juris Secundum, page 360; Callahan vs. Linthicum, 43 Maryland 97, 102-103; Insurance Company vs. Doll, 35 Maryland 107; Saul vs. McIntyre, 190 Maryland 31).

In other words, the court, in interpreting words or acts of the parties, puts itself in the position they occupied at the time the contract was made. And, "the interpretation given by the parties themselves to the contract as shown by their acts will be adopted by the court, and to this end not only the acts but the declarations of the parties may be considered." (Williston on Contracts, section 623). Now, let us examine the facts in the light of these rules.

We start out with the idea that what Mr. and Mrs. Woodfield laid out was a waterfront development. I do not think I am going too far to say that most, if not all, persons who would likely purchase lots therein would want and demand access to the water by some convenient route if not directly from their own property. As Judge Carroll Bond aptly expressed this idea in Williams Realty Company vs. Robey, supra:

"The relation of lots in a water front settlement to the water differs from that of abutting lots to a city square. There is naturally a greater dependence, if, indeed, we should not say that access to

> the water is an essential, for in that access lies the purpose of the settlement and the purchase of lots in it. As Williams, testifying for the defendant, agreed, facilities for access to the water constituted the chief selling point."

Any argument to the contrary reminds one of an old English folk rhyme which, according to my recollection, ran thus:

> "Mother, may I take a swim?
> Yes, my darling daughter.
> But hang your clothes on a hickory limb,
> And don't go near the water."
>
> (Carl Withers)

How could Doctor Bradley and his sister, when they looked at these properties in 1945, have gotten the idea that Mr. and Mrs. Lanigan did not own to the water? Why would they ever believe that Mr. and Mrs. Lanigan would be foolish enough to buy lots within twenty-five or thirty feet of the water without getting the right to use the water except by some roundabout and circuitous route over the property and by the grace of others? When they went to buy their lots Nos. 1 and 2, they were very careful to see that the property they were getting went to the water. They do not claim that Mrs. Woodfield told them that they would get the locus in quo as a part of the "GROVE". They do not claim that they ever told her that they expected to get that land as a part of the "GROVE". Their only claim is that it is within the lines of the area marked "GROVE" on the plat, that they think they can persuade this court to construe the deed and the plat so as to give it to them, and, so thinking, they intend to fight it out.

But, did the Bradleys really believe, when they bought the "GROVE" from Mrs. Woodfield, that they were getting the locus in quo? Neither their acts nor their words indicate that they did. On the contrary, I am satisfied beyond peradventure that they never bought, and did not expect to

get, said locus in quo, and that the true construction of the deed to them requires me to say so. Mr. Bierach and Mr. Sassi both testified that when they became interested in the property early in 1948 (two and one half years after Doctor Bradley bought), there was a wire fence between said lot No. 4 and the "GROVE", and that this fence continued on past the northwest corner of said lot No. 4 to the bank on the edge of the water. I do not recall any testimony indicating whether this fence was there when Doctor Bradley bought the "GROVE" in 1945, or whether he put it there. If it was there when he bought, then there was a very definite indication right there on the ground that the "GROVE" extended no further to the east than the fence, and that the land to the east not only belonged to Mr. and Mrs. Lanigan, but that they had it fenced in and were in possession thereof. "The possession of land is sufficient notice of any right that the possessor may have therein. It puts a purchaser upon inquiry as to the nature of the rights of the possessor, and the purchaser is in equity visited with all the consequences of a knowledge of the title of the possessor." (Notes on Title, section 261 and cases there cited). It follows that had Doctor Bradley just made a few inquiries, we would not be having this law suit now. On the other hand, if the fence was placed there after Doctor Bradley bought, he is in no better position. If he put the fence up himself, he must be considered as "fencing out" what he now claims to be a part of his land. If he permitted Mr. and Mrs. Lanigan to put up the fence, he is in the position of sitting still while they "fenced in" a part of his land. In West vs. Cave, 98 Washington 237, 167 Pacific 747 (cited by Judge Delaplaine in Kiser vs. Eberly, 88 Atlantic Reporter, 2nd 570, 574) where the issue was whether a contract for the sale of property known as the "J. T. Arrasmith place" included a small strip of

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land, the Court ruled that, since the strip was not within the fence around the larger property, the fact that it was a part of the property would not have been suggested to a casual observer, and therefore the description was not sufficient to justify holding that it was intended to be included within the property.

When Doctor Bradley decided to build a wall across the front of his property in 1946, or soon after he bought, did he continue this wall across the fronts of lots Nos. 3 and 4, and thus connect up the wall in front of the "GROVE" with the wall in front of lots Nos. 1 and 2? He did not. He built the wall across the front of the "GROVE", but, when he got to the point where the northerly prolongation of the westernmost outline of lot No. 4 intersects the water, he turned south, substantially at a right angle, and ran the wall along said prolongation for about twenty feet. He now says this was done by the man who built the wall for him as the result of a misunderstanding of his instructions. I, however, doubt that. I think Doctor Bradley's recollection is at fault, and very definitely at fault. The man who built the wall was in court on the first day of the trial, but disappeared before he was called. I, then, continued the case for a week so as to give the defendants an opportunity to get his testimony in the record, but, when the second hearing was had, they still failed to produce him, and I understood abandoned the idea of calling him. Why should Doctor Bradley have paid Mr. Roxie Nieman, the contractor, for building a wall through his own property, perpendicular to the water? Why should Mr. Nieman have built such a wall in the first place? Why should Doctor Bradley have had the "GROVE" surveyed so as to locate the point where the prolongation of the line between it and lot No. 4 intersects the water? That he did, is definitely shown by his own testimony that he had the

survey made, and by Mr. Latham's testimony that his surveying party located an iron pipe driven in the ground at this point (see Defendants' Exhibit C). A man does not have to have much imagination to figure out that that survey was made, and that iron pipe was driven in the ground so as to enable Mr. Nieman to make his turn at the right place. If the survey had taken in the strip in front of lots Nos. 3 and 4, this iron pipe would have been placed at the end of the prolongation of the east line of lot No. 3; and Mr. Latham's plat (Defendants' Exhibit C) does not show an iron pipe there.

Now, let us come down to Tuesday, January 13, 1948. That was the day Mr. Goodman and Mr. Brice, as trustees appointed by this court in No. 9235 Equity, sold the Lanigan property. They advertised it as lots Nos. 3 and 4 on the plat of West River Grove, and as valuable "waterfront real estate", and as located "on the shores of West River". A copy of the handbill from which the auctioneer read the notice of sale was offered in evidence. Doctor Bradley was at the sale. He is an educated and intelligent man, and he tells us that he stood by and saw the trustees sell property which he knew all the time was his and his sister's, and never opened his mouth. "Where a man has been silent when in conscience he ought to have spoken, he shall be debarred from speaking when conscience requires him to be silent." (Carmine vs. Bowen, 104 Maryland 198; Eareckson vs. Rogers, 112 Maryland 160). If I had to, I might say that Doctor Bradley is estopped from taking the position he now takes, but I do not have to go that far. I never heard of a man standing idly by without uttering a word of protest while an auctioneer was selling his property. We, who are called on to decide questions of fact, must take into consideration the probabilities and improbabilities. Human nature being what it is, or at

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least what I think it is, I just do not believe for an instant that Doctor Bradley had any idea when he attended that sale of claiming that he had bought and paid for the strip in question.

The trustees sold the property to Doctor Vincent Gould. Doctor Gould sold it to Mr. George E. Bierach and Mr. Herbert A. Sassi before he had settled with the trustees. Mr. Sassi is a draftsman in charge of the drafting activities of the Bureau of Internal Revenue in Washington. He came to the Courthouse here, looked at the plat, and noticed that the lines of lots Nos. 3 and 4 did not extend to West River. Being concerned as to whether the trustees and Doctor Gould would be able to convey them a good title to the locus in quo, he and Mr. Bierach went to George B. Woelfel, Esquire, their attorney, and Mr. Woelfel advised them to go to see Doctor Bradley, and see what he had to say about it. They went; and took with them a copy of the plat (Plaintiffs' Exhibit No. 7), and told him that they had purchased lots Nos. 3 and 4, and asked him about the strip in question. He, according to Mr. Bierach, said: "That is not my property; it is your property." And, when they told him that they would still like a deed so as to clear up the apparent cloud on the paper title, answered: "Get a deed drawn up, and I will have my sister sign it." They had the deed drawn up and left it with Doctor Bradley, and, when they went back to get it, he told them: "I am sorry, my sister will not sign; she has other advisers". Mr. Bierach's testimony is corroborated in all its important particulars by that of Mr. Sassi. Doctor Bradley tries to "brush off" this testimony by saying that Messrs. Bierach and Sassi must have come to see him when he was busy, and that he only had a "slight recollection" of them. I was impressed by Mr. Bierach, as well as by Mr. Sassi. They looked to me like responsible men, well educated,

and knowing what they were talking about. They have no interest in the outcome of this suit. Their demeanor when on the stand was excellent. In contrast, Doctor Bradley was shifty and evasive. I accept what Mr. Bierach and Mr. Sassi told me and reject Doctor Bradley's version.

Doctor Bradley claims that he has been paying taxes on the property in question. I do not think he has. Mr. Hutchins testified that he assessed all the property in question in 1949, and that lots Nos. 3 and 4, as well as lots Nos. 1 and 2, and the "GROVE", were all assessed as waterfront properties. The area given on the assessment books for the "GROVE" was .473 of an acre, and Doctor Bradley argues that as the "GROVE", according to Mr. Latham, only contained .342 of an acre, this indicates he had been paying taxes on the strip in question. But, according to Mr. Latham, if we take the area in front of all four lots and include it in the "GROVE", we only have .450 of an acre, which is still less than the .473 of an acre the assessment books call for, and, if we only include the area in front of lots Nos. 3 and 4, we would only have a .396 of an acre. But, Doctor Bradley never explained why he let Mr. Hutchins assess lots Nos. 1 and 2 as waterfront property, and then turn right around and assess the strip in front of them as waterfront property. Again, the probabilities are against Doctor Bradley. While he tried to say, he did not consider he "fully owned" the strip in front of lots Nos. 1 and 2, until he bought the "GROVE", his attorneys know that he got title to that strip from Brady, and that Mrs. Woodfield had no title thereto at all when she conveyed him the "GROVE". Their answer, as well as their brief, definitely shows that. Doctor Bradley must get his title to the strip in front of lots Nos. 3 and 4 in virtue of the deed from Mrs. Woodfield to his sister, or not at all. He certainly cannot get it be-

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cause someone made a mistake in figuring the area of the "GROVE". But, this assessment was not made until after Doctor Bradley had decided to claim the strip in question as a part of the "GROVE". Is it possible that he deliberately had the area in the "GROVE" increased so as to bolster up his claim? If so, it is not the first time that men have engaged in a little self-serving strategy.

There are trees on the "GROVE". That is why it was so named. There are none on the area in front of lots Nos. 3 and 4. Mr. Hall, on his plat, showed some trees in front of lot No. 4, but the testimony shows definitely that there never were any trees there. The defendants' counsel call those trees "cross-hatching", and argue that it indicates that the area in front of the lots was intended to be a part of the "GROVE". I never saw any cross-hatching that looked like that. I think that Mr. Hall put those dots on that plat to indicate trees, and that he just did not stop when the trees stopped. If he had been cross-hatching, why would he have stopped on an irregular line somewhere in the neighborhood of the prolongation of the dividing line between lots Nos. 3 and 4? I never saw a surveyor do anything like that. As heretofore indicated, Mr. Hall, in showing this land on the plat, was not laying out a lot. He was simply showing what Mr. and Mrs. Woodfield had outside of the lots he laid out. If the defendants are right, why have they never claimed the triangular lot lying east of lot No. 1? The answer is that they simply are not right.

The Woodfields never exercised any acts of ownership over the strip in front of the four lots after their sales to the Lanigans and Mr. Wohlgemuth. The Bradleys never attempted to exercise any ownership over the land in question until Mr. Bierach and Mr. Sassi went to them in an effort to

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get the paper title straightened out. They then, for the first time, claimed it. They never fenced it in - but, on the contrary, fenced it out, or stood silently by while it was fenced out. They never attempted to maintain any fence between the northernmost outlines of lots Nos. 3 and 4, and the strip, as they now seek to do. They say that they walked across. That does not mean anything. Most any neighbor will let you do that. The Lanigans used the strip in question, and, as their contract called for the extension of the side-lines of lots Nos. 3 and 4 to the water, I have no doubt that they used it under a claim of right. I doubt if they ever knew that their deed did not take them all the way to the water. Fortunately clients do not always know of the mistakes of their lawyers. But, I am not concerned with the reformation of the deed to them. My concern is with the proper interpretation of the deed from Mrs. Woodfield to Miss Bradley. If the strip in question did not pass by that deed (and I do not think it did), then Mr. and Mrs. Cornwall got a good title thereto under Mrs. Woodfield's deed to them.

The defendants insist that because Mr. Bierach and Mr. Sassi went to see Doctor Bradley in an effort to clear up the paper title to the property, that Mr. and Mrs. Cornwall are precluded from claiming the strip in front of their lots. I cannot follow them in that. Neither Mr. Bierach nor Mr. Sassi knew anything about what Mrs. Woodfield had sold Doctor Bradley, or anything about what Mr. and Mrs. Woodfield had sold Mr. and Mrs. Lanigan, nor who had possession of the strip all the years since the Lanigan purchase. They only knew that there was, according to the plat, a strip of land lying between the front line of the property they were purchasing and the water, and they wanted to get the situation clarified if that was possible. Nor, did the trustees, who sold the property, know any of those things.

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Trustees are nothing but agents of the court. They have no right to give anything away. They were faced with a situation where they had sold the property as fronting on West River when the paper title did not take the property to said River. Instead of spending money in litigating the matter, they adopted the more practical course of agreeing to allow the purchaser a small credit on the purchase money. The court ratified their agreement, but, by so doing, did not determine anything other than that what it ordered done was the practical thing to do. It is true that Mrs. Hallock was a party to this proceeding, but she testified that she knew nothing about the allowance of the three hundred dollars ($300.00) to Doctor Gould until Mr. Goodman, her attorney, sent her a check for her share of the proceeds of sale after the auditor's account was ratified. That check, she said, was for enough, or more than enough, to satisfy her claim against the property, so she said nothing about the allowance of the three hundred dollars ($300.00). I see nothing unnatural in that. In fact, according to my philosophy, it was the natural thing for her to have done.

But, when all is said and done, Mr. and Mrs. Cornwall are not claiming title to that strip in virtue of their purchase of lots Nos. 3 and 4 from Mr. Bierach and Mr. Sassi, but in virtue of their deed from Mrs. Woodfield dated April 21, 1952, whereby she conveyed it to them on the theory that it was not included in her conveyance of the "GROVE" to Miss Bradley of July 24, 1945. This being so, I am at a loss to understand why it makes any difference what was done in No. 9235 Equity. As heretofore stated, no one has asked me to reform the deed from Hallock to Lanigan. I am only asked to interpret the deed from Woodfield to Bradley.

Finally, the defendants insist that even though the

court finds against them on the deed, it must allow them for the improvements they claim they placed on the property under the equitable doctrine of "melioration" or compensation for improvements. On the other hand, Mr. and Mrs. Cornwall insist that in making the so-called improvements, Doctor Bradley dredged out a deep "hole" in front of this property which made the River unsafe for bathing. It is certainly true that he has now marked the "hole" area by stakes so as to warn bathers to watch out for it. But, be that as it may, I must first determine whether the defendants are entitled to the benefit of said doctrine. If they are not, then what should be allowed them thereunder becomes unimportant. In Bryan vs. Councilman, 106 Maryland 380, the court laid down the rule that for a party to claim the benefit of the doctrine in question, the three following essentials must concur, namely: (1) He must have held possession under color of title; (2) his possession must have been adverse to the title of the true owner; and (3) he must have acted in good faith. Counsel for the defendants argue that because Doctor Bradley testified that when he erected the second seawall, he "honestly believed" he was erecting it on his own property, that that settled the question of good faith on his part. I cannot concur in that. On the contrary, I believe, as I have heretofore stated, that Doctor Bradley told Mr. Bierach and Mr. Sassi a year before he started to build that seawall, "That is (referring to the locus in quo) not my property." How, believing that, can I hold that Doctor Bradley was acting in good faith? How can I hold that he was "in bona fide adverse possession of the land?" (Ibid). To pass over his words and go back to his acts (above recited), how can I hold that he ever believed that he ever acquired title to the property in question? His testimony, his attitude while on the stand, everything surrounding the case, leads to but one conclusion,

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namely, that when Mr. Bierach and Mr. Sassi went to him, he got the idea, for the first time, that he might be able to claim the land in question, and use it to connect up his other properties and force the owners of lots Nos. 3 and 4 to sell out to him cheaper than they wanted to sell. That he had an idea of acquiring the property at a price satisfactory to him, is well illustrated by the fact that he attended the sale, but did not buy it when the property went as high as it did, and by the further fact that he did not buy from Doctor Gould because he (Doctor Gould) "wanted too much". But, whatever his idea, he built the wall and made the improvements in the full consciousness that he did not own the property. That being so, he cannot qualify under the doctrine under discussion. Nor, can he claim that either Mrs. Woodfield or Mr. and Mrs. Cornwall are estopped by their failure to protest sooner. There is absolutely no proof that Mrs. Woodfield knew anything about the erection of the wall until after it was erected. The fact that she lived in the neighborhood is not sufficient to charge her with knowledge. Ladies who are more than eighty years of age do not do too much running around. As soon as Mrs. Hallock saw Mr. Smith dredging in front of the property, she protested, and he wrote Doctor Bradley. Did he stop? He did not. The Cornwalls did not buy lots Nos. 3 and 4 until after the wall had been erected so nothing they did could have caused Doctor Bradley to change his position for the worse. But, estoppel, like most other equitable principles, is predicated on "the element of good faith and innocent mistake" on the part of the party claiming the benefit thereof. (Pomeroy's Equity Jurisprudence, section 1242).

It only remains to pass on the motions to strike out certain testimony. The defendants have six of these motions; the plaintiffs one. I think the contract between

the Woodfields and the Lanigans is some evidence indicating (a) that Mrs. Woodfield knew she had sold the strip in question to Mr. and Mrs. Lanigan, and, accordingly, did not intend to sell it to the Bradleys, and (b) that the Lanigans took and retained possession of the strip along with lots Nos. 3 and 4. I will overrule the defendants' first motion. The testimony of Mrs. Woodfield as to what she intended the "GROVE" to be, and as to what she intended to sell the Bradleys is, of course, not admissible on the construction of the deed, supra. It would, however, be admissible in case the court had to consider the question of the reformation of the deed. I will overrule the defendants' second and third motions with the understanding that that evidence is not to be used, and has not been used, in interpreting the deed, but is only to be used in case consideration of the question of reformation becomes necessary. I will grant the defendants' fourth, fifth and sixth motions and strike the testimony therein referred to from the record. I will overrule the plaintiffs' motion to strike out Doctor Bradley's testimony as to what he understood he was getting by the deed from Mrs. Woodfield to his sister as I think it would be admissible on a consideration of the question of the reformation of the deed. I have, however, not considered that testimony in determining the proper interpretation of the deed.

20 December 1950

Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

ERNEST S. CORNWALL, and JEAN H. CORNWALL, his wife, and others, PLAINTIFFS. VS. MARGARET M. BRADLEY, and JAMES F. BRADLEY, her brother, DEFENDANTS.	:	NO. 10,495 EQUITY

:::::::

D E C R E E

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

It is, thereupon, this twentieth day of November, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the defendants' first motion to strike testimony be, and the same is hereby, overruled; that the defendants' second and third motions, as well as the plaintiffs' first and only motion, to strike testimony be, and the same are hereby, overruled with the proviso that the testimony mentioned in said motions shall only be considered in the event it becomes necessary to consider the reformation of the deed from Bertha A. Woodfield to Margaret M. Bradley dated July 24, 1945, and recorded among the Land Records of said Anne Arundel County in Liber J.H.H., No. 337, folio 266, etc.; and that the defendants' fourth, fifth and sixth motions to strike testimony be, and the same are hereby, granted, and the testimony in said motions mentioned stricken out.

And, it is further ADJUDGED, ORDERED and DECREED that, by the true construction, interpretation and meaning of said deed from the said Bertha A. Woodfield to the said Margaret M. Bradley, the title to no land lying east of the

Filed 20 Nov., 1952.

prolongation of the westernmost outline (North 14 degrees, 58 minutes East, 188.1 feet) of that lot which on the plat of West River Grove made by Edward Hall, Jr., and recorded among said Land Records in Plat Book F. S. R. No. 2, folio 32, now known as Cabinet No. 1, Rod U Plat 6, was designated as lot No. 4, northerly to the waters of West River, passed thereby to the grantee therein named, and, more specifically, that the strip of land lying between the northeast boundaries of lots Nos. 3 and 4, as shown on said plat, and the water's edge of West River, and bounded on the west by the prolongation of said westernmost outline of said lot No. 4 northerly to said water's edge, and on the east by the prolongation of the easternmost boundary of said lot No. 3 northerly to said water's edge, was not intended to pass, and did not pass thereby, to said grantee.

And, it is further ADJUDGED, ORDERED and DECREED that an injunction issue restraining the defendants, and each of them, their servants, agents and employees from interfering with the use by the plaintiffs, Ernest S. Cornwall and Jean H. Cornwall, his wife, of said strip of land lying between the northeast boundaries of said lots Nos. 3 and 4 and the waters of West River.

And, it is further ADJUDGED and ORDERED that the defendants pay the costs of this case.

Judge.

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LIBER 85 PAGE 127

ERNEST S. CORNWALL et al	:	NO. 10,495 EQUITY
	:	IN THE CIRCUIT COURT
vs	:	FOR
MARGARET M. BRADLEY JAMES F. BRADLEY	:	ANNE ARUNDEL COUNTY
	:	

Order for Appeal

Mr. Clerk:

Please enter an appeal from the decree in this case dated the 20th day of November, 1952.

CHILDS and BALD

By Eugene M. Childs

Solicitors for Respondents

Filed Dec. 19 1952

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

THE COURT OF APPEALS OF MARYLAND

No. 175

October Term, 1952

Margaret E. Bradley and
James F. Bradley,

v.

Ernest L. Cornwall and
Jean H. Cornwall, his wife,
and
Bertha A. Woodfield, widow,
and
Esther F. Hallock

Sobeloff, C. J.
Delaplaine,
Collins,
Henderson,
Hammond,
JJ.

Opinion by Sobeloff, C. J.

To be reported

Filed: July 2, 1953

Filed 7 Oct., 1953.

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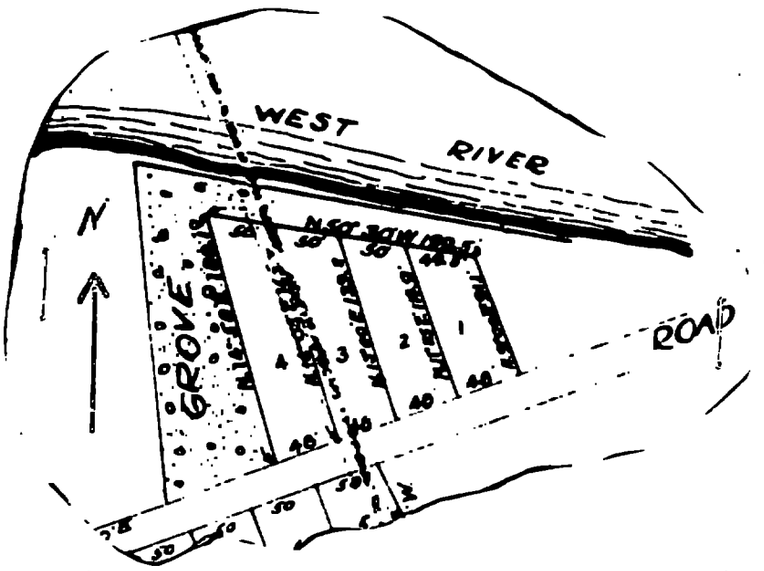
Neighbors at Shady Side on the south shore of West River are here contesting over a narrow strip of waterfront land.

For clarity the diagram below is included, as it reproduces a portion of a plat prepared in 1925 by Edward Hall, Jr., surveyor. The plat is recorded among the Land Records of Anne Arundel County and all the deeds pertinent to this case make reference to it.



The precise subject matter of the controversy is the strip bounded on the north by the water's edge and on the south by the northernmost line of lots 3 and 4. Not involved in the dispute is any land west of lot 4 or its westernmost line if extended to the water; also not involved is the land east of the western line of lot 2 or the extension of that line to the water's edge.

The appellants are Miss Margaret A. Bradley, record owner of lots 1 and 2, who is said to hold title for herself and her brother, Dr. James F. Bradley. The appellees are Ernest J. Cornwall and his wife, owners of lots 3 and 4.

Both parties derive title under mesne deeds from the original owners, Louis A. Woodfield and Bertha Woodfield, his wife, the grandparents of Mrs. Cornwall. Lots 1 and 2 have been in the hands of several owners between the Woodfields and the Bradleys, and lots 3 and 4 passed out of the Woodfield family and back again.

It is undisputed that, notwithstanding the north line of lots 1 and 2 appearing on the plat, the deed to Miss Bradley in 1945 specifically included the land lying between these lots and the river. The deed runs to the low water mark of West River.

It is equally clear that the appellees, the Cornwalls, were originally granted lots 3 and 4, only to the line shown on the plat as the northern line of their lots. Shortly before the suit was begun by the appellees in 1952, however, they obtained a quit-claim deed from Mrs. Woodfield, who had been widowed in 1939, for that portion of the strip which lies opposite lots 3 and 4, thus extending these lots to the water.

But the Bradleys had previously, in 1945, purchased from Mrs. Woodfield the area called the "Grove" and she conveyed it to them in a deed that referred to the plat but gave no description by metes and bounds, courses and distances. There is nothing in the deed or in the plat

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that gives any indication as to the precise acreage intended to be conveyed. The present dispute arises because the Bradleys claim that the "Grove" included not only the land that adjoins lot 4 on the west but also the land in controversy, on the theory that the "Grove" is L-shaped and includes the entire strip along the river's edge lying between lots 3 and 4 and the water.

It is the Bradleys' contention that the quit-claim deed made by Mrs. Woodfield to her granddaughter, Mrs. Cornwall, and to Mr. Cornwall, conveyed nothing for the grantor had already disposed of the land opposite lots 3 and 4 to Miss Bradley as part of the "Grove".

We give this simplified, perhaps over-simplified, statement of the nature of the case, without setting forth the intermediate conveyances, because we think this is sufficiently accurate for present purposes and preferable to a detailed recital of these instruments which would unnecessarily complicate the story and would serve no useful purpose. We shall, however, refer later to such material in these documents as becomes pertinent.

The Cornwalls brought suit in equity against the Bradleys to obtain a construction of the deed to the "Grove", and to obtain a determination that the deed did not transfer the disputed land as part of the "Grove"

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and that it is theirs under the quit-claim deed made to them by Mrs. Woodfield in 1952. In the alternative, if the Court should disagree with their interpretation as to the extent of the "Grove" and hold that the deed to the Bradleys did legally convey the strip of shore land in front of lots 3 and 4, then the appellees sought reformation of the deed so as to make it conform to the claimed intention of the Woodfields to convey nothing east of the extension of the western outline of lot 4.

It was testified by Mrs. Woodfield that the strip lying between the four lots and the river was laid out to serve as a road for those purchasing lots in the development. Apparently the "Grove" was originally intended by the Woodfields to be used as a common; but this intention was never carried out in any way and was completely abandoned when Mrs. Woodfield sold the "Grove" to the Bradleys in 1945. It seems that no lots other than 1 to 4 had been sold in the subdivision.

Before the Bradleys' purchase a sea wall was erected in front of lots 1 and 2. There was no sea wall in front of lots 3 and 4. Shortly after the Bradleys purchased the "Grove" their contractor constructed a sea wall along the river shore from the west line of the "Grove" (or

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rather an extension of that line,) and the wall ran easterly until it reached a point opposite the west line of lot 4, when it turned at a right angle. The Cornwells point to this as evidence that the Bradleys must have realized that the "Grove" did not include the strip in front of lots 3 and 4, as now claimed, and that the Bradleys built the wall to serve the "Grove" property exclusive of the strip in front of lots 3 and 4.

Dr. Bradley testified that the turn in the direction of the sea wall was due to the contractor's misunderstanding of his instructions, and that his orders were to connect the west line of the "Grove" with the sea wall in front of lots 1 and 2 so as to enclose the strip opposite lots 3 and 4. After some delay the wall was completed in 1949 so that it then ran continuously along the river in front of the "Grove" and the four numbered lots. Then in 1950, over the objection of Mrs. Hallock (who is the daughter of Mrs. Woodfield and the mother of Mrs. Cornwell), Dr. Bradley proceeded to fill the area behind the sea wall. When the wall was built in front of lots 3 and 4, these lots were owned by a Mr. George Edward Bierach, who did not protest. It is not definitely shown whether he knew of the work when it was in progress for he was living in Washington. Mrs. Hallock

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was not the owner of lots 3 and 4 when the fill was begun by Dr. Bradley, but the appellees, her daughter and son-in-law, had just recently purchased the lots from Bierach, and her protest against the fill may be presumed to have been made for them.

The predicament in which the parties find themselves is due in considerable measure to loose conveyancing and to other carelessness. It was testified that the contract for the sale of lots 3 and 4 by the Woodfields to the original purchaser, a Mr. Lanigan, was made in 1926. It called for lots extending to the river. No deed was made till 1930, and then Mrs. Hallock, who in the meantime had become the owner of the lots, carried out the contract made by her parents. Unlike the contract the deed conveyed lots that did not go to the river, but only to the north line as shown on the plat. Mr. Lanigan accepted the deed and for many years, even after the discovery of the discrepancy, neither he nor the later owners, who are the predecessors in title of the Cornwalls, raised the point. Nothing was done by the successive owners to make any correction in the deed. In the meantime the Bradleys spent money on the wall.

The Bradleys, on the other hand, were also not very cautious in respect to their property holdings, for they accepted a deed to the "Grove" which merely made reference

to a plat that did not clearly define what was included in that designation. It was testified by Dr. Bradley that he negotiated with Mrs. Woodfield for this property not on the ground but with the plat before them. He admitted on the witness stand that she did not specifically say whether the strip now in dispute was or was not included in the "Grove". The merest glance should have indicated to the purchaser that the boundaries of the property were at least ambiguous.

A notable feature of the plat is that it does not show where the eastern boundary of the "Grove" lies. The western line of lot 4 is the eastern boundary of the "Grove" up to the northern line of lot 4; but there is no line extending the division line between the "Grove" and lot 4 to the river. The question thus arising, "what did the deed to the 'Grove' embrace?" is the principal question in this case.

The appellees contend that it conveyed nothing east of the western line of lot 4, despite the absence of a line delineating the eastern boundary of the "Grove". The appellants maintain that the failure of the draftsman to close the line between the "Grove" and lot 4 by extending it to the river signified an intention to include in the "Grove" the entire strip opposite lots 1,2,3 and 4.

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As to this, the appellees argue that if the Bradleys can claim under the "Grove" deed any part of the strip, why should they stop with the piece lying north of the four numbered lots; why not, just as logically, extend the claim to include land east of lot 1, which is likewise not cut off by any line on the plat? Yet the Bradleys do not assert that the strip intended to be conveyed with the "Grove" runs beyond lot 1 on the east.

It will be noted from the above diagram that the area lying west of lot 4 has on it certain dots which presumably indicate trees on the "Grove". These dots extend around and are shown in the strip north of lot 4. From this it has been argued by the appellants that the plat treats the land in question as a part of the "Grove" and that it was conveyed by Mrs. Woodfield to Miss Bradley. A look at the diagram makes it at once obvious that the appellants' argument, if accepted, would still not avail them as to that part of the strip which lies north of lot 3 for no dots appear opposite that lot. Moreover, the dots on the plat do not end in a straight line to correspond with an extension of the eastern outline of lot 4. It would seem not unreasonable to infer that the draftsman placed these dots more or less at random and that they are to be taken as a general indication only, like an architect's

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imaginative drawing of shrubbery embellishing a structure to be erected. No one understands such representations literally to indicate the future location of the plantings. The surveyor in this case, we think, had no thought thereby to define the outline of the "Grove". Testimony was offered to show that while the "Grove" had trees, there were actually no trees on the strip north of lot 4, thus completely refuting the appellants' argument on this point.

Complete consistency is not to be found on either side. At least as to one former owner of lots 3 and 4, Mr. Bierach, who has been mentioned above, there is striking evidence that he had knowledge that the strip of shore land opposite his lots was not included in his grant. Before making settlement for the property he had the title searched, and complained to the seller that the lots, sold as fronting on the water, actually ended short of the water line. For this discrepancy he claimed and received an adjustment of $300.00 in his purchase price from the sellers. These sellers were trustees operating under the direction of the Court, and it is said that their making an allowance of $300.00 on Bierach's purchase price with the Court's sanction was not an adjudication by the Court that the strip did not in fact belong to lots 3 and 4, but was merely a practical disposition of a claim to avoid expensive litigation.

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With this we are inclined to agree, but the episode is important as showing Bierach's knowledge that the lots were not waterfront lots and that the Bradleys were claiming the intervening strip between the lots and the river. It has been suggested that Mrs. Hallock, mother of Mrs. Cornwall, who lived in Shady Side and was a party to the proceedings in which Bierach was the purchaser, also then knew of the adverse claim of the Bradleys. Indeed, at a much earlier point in the chain of title, when Mrs. Hallock owned lots 3 and 4 and she sold to a Mr. Lanigan, the deed described the lots as running to the above mentioned line on the plat, not to the river. However this may be, such knowledge of the appellees and their predecessors in title can have no bearing on any rights the appellees may have acquired under the quit-claim deed. It can become relevent on the question of the Bradleys' claim to be compensated for improvements made by them to the shore strip in controversy, during the period before those, who from time to time owned lots 3 and 4, acquired waterfront rights by the quitclaim deed of 1952.

Bierach testified that when he learned from a title search that lots 3 and 4, which he had purchased at public sale, did not run to the water's edge he consulted a lawyer. He was advised to take the matter up directly with Dr. Bradley, and this he did before making settlement. Accompanied by Herbert S. Bassi, he went to Dr.Bradley's office in Washington. They testified that Dr.Bradley received them cordially and when they

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offered
/to pay for the supposed interest of the Bradleys in the land, the doctor declared that the disputed area was not his but belonged to lots 3 and 4, and added that if they would have a deed prepared to effect the necessary correction he would have his sister execute it. Later, according to Bierach, Dr. Bradley said, "I am sorry, my sister will not sign; she has other advisers". The doctor denied this story.

It may well be that Dr. Bradley expressed himself as Bierach and Bassi say he did, yet when his sister declined to accept his suggestion and refused to sign a deed for the disputed strip, with or without a consideration, it is not unreasonable to suppose that she was thereby confirmed in her belief that she owned the land since Bierach and Bassi had approached her brother on that assumption. From this there is no necessary inference of bad faith on the Bradleys' part any more than there should be such an inference against the owners of lots 3 and 4 on the theory that by their offer they inferentially acknowledged the Bradleys as the owners. Bierach's silence thereafter and the absence of complaint from him or anyone while the wall was under construction further fortified Miss Bradley's belief in her ownership. The truth is that both sides were aware of some uncertainty, but each we think believed his position correct.

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While Bierach had received a reduction in price for what appeared to him and his attorney to be at least a plausible claim by Dr. Bradley to whom they offered money for a release of his rights under the equivocal plat, Bierach did nothing thereafter to challenge the doctor's claims after the repudiation of his alleged frank acknowledgment that the strip belonged to lots 3 and 4. Bierach remained silent while the wall went up in front of his property. If we decide that the "Grove" did not include the contested strip, we are then called on to declare whether under these circumstances the Bradleys are or are not entitled to the benefits of the doctrine of "melioration" to compensate them for the improvements they made to their neighbors' property.

Other features of the evidence have been pointed to as bearing on the question of Dr. Bradley's state of mind and belief in respect to his rights in the disputed land at the time that he made the improvements. There is testimony that at least sometime around 1948 a fence ran as an extension of the division line between lot 4 and the "Grove" to the water's edge. Who put it there and how long it was permitted to remain is not shown. Fencing out the land in controversy from the "Grove" would not be consistent with Dr. Bradley's insistence that he considered himself and his sister the owners of the disputed

land. On the other hand, it was testified that he repeatedly put up a wire fence between lots 3 and 4 and the water, and this act can be interpreted only as his assertion of a claim to the strip.

It was also testified that when lots 3 and 4 were sold at auction as waterfront lots, Dr. Bradley attended the sale and did not assert a claim to the strip of beach land. His version is,"I didn't consider they were selling my property; they were considering lots 3 and 4 with Lanigan's house on it, which I didn't consider went to the river."

We fully agree with the learned Chancellor's conclusion that the deed of July 24, 1945, did not convey the disputed land to Miss Bradley, and as it is conceded that the strip had not been conveyed to any one else by Mrs. Woodfield before the quit-claim deed to the appellees in 1952, we hold that the strip now belongs to the appellees.

The holding that the deed to the "Grove" did not convey the land results from our construction of that deed and the plat to which it refers. It does not follow, however, that the Bradleys were guilty of bad faith and therefore disentitled to compensation for the improvements.

It seems fair to say that while each side from time to time made assertions of rights against and in defiance of the other side, neither pursued a clear course or acted

with determination to vindicate its claims, or to clarify a doubtful situation. Although each had knowledge of the other's adverse claim, each had some reason to entertain a belief in the rightness of its own position. When we now resolve the question by adjudication we do not think it necessary or warranted by the case as a whole for us to denounce the good faith of either the appellants or the appellees. Dr. Bradley, insisting on his supposed title, said as a witness, "I couldn't spend that much money and believe otherwise." Concededly, the mere expenditure of money in improving a neighbor's property is not enough to establish a claim for melioration, but it is an element to be considered and may or may not indicate good faith, according to the circumstances.

That the appellants were most unwise in undertaking so large an expense without first obtaining a clear definition of their rights, no one can deny; but imprudence is not the equivalent of bad faith. We cannot say that when they spent this sum they acted without color of title, or with conscious inequity. The bulk of the money had been spent before they received notice that the Cornwalls objected. Bradley's activities were not limited to a period of days but extended over approximately two years. Mrs. Woodfield, the true owner of the land on which the work was done and who lives nearby and must have known of the work, remained silent, as did also her daughter. They sat by till the granddaughter acquired

lots 3 and 4.

The applicable rule is well stated in 2 Pomeroy's Equity Jurisprudence, sec. 419d, "Laches in legal significance is not mere delay, but delay that works a disadvantage to another. So long as parties are in the same condition, it matters little whether one presses a right promptly or slowly, within limits allowed by law; but when, knowing his rights, he takes no steps to enforce them until the condition of the other party has, in good faith, become so changed that he cannot be restored to his former state, if the right be then enforced, delay becomes inequitable and operates as an estoppel against the assertion of the right."

To obtain the advantage of the doctrine of melioration it is not required that the person seeking such relief shall be able to show that there were no substantial adverse claims to the land which he improved, or that he had no knowledge of the existence of such claims. On the contrary, the doctrine comes into play only when such adverse claims have prevailed. It is necessary only that he shall have acted in bona fide, though mistaken, belief in his cause. McLaughlin v. Barnum, 31 Md. 425, 454.

The equities are not wholly on either side, and we do not think it equitable for the entire loss to fall on either. The appellees who come into court seeking equity, must do equity. The rule is that the real owner, when he seeks the aid of equity to establish his right to the prop-

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erty itself, or to enforce some equitable claim upon it, having been substantially benefited, is required upon principles of justice and equity, to repay the amount of the vendible increase in the value of his property. Jones v. Jones, 4 Gill, 87; Union Hall Assoc. v. Morrison, 39 Md. 281; Bryan v. Councilman, 106 Md. 380, 67 A. 279, 14 Ann. Cas. 1175; Goldberg v. Ford, 188 Md. 658; Easter v. Dundalk Holding Co., ____ Md. ____, 86 A. 2d 404.

Dr. Bradley testified that he spent $4,000 for the wall opposite lots 3 and 4, and $750 for dredging the river bottom for fill, and an additional $200 for leveling the dirt behind the wall -- a total of nearly $5,000. The Cornwall property had a steadily eroding beach, already reduced to a width of 3 or 4 feet. Their tax assessment had been reduced 30% because of this condition. They now have a protective wall that has, according to the uncontradicted testimony, added $2,400 to the value of their property. Under all the circumstances we think an award to the appellants of Twenty-four Hundred Dollars ($2400.00) would be equitable and fair to both sides.

In the rulings on the testimony and the motions to strike, we find no substantial basis for complaint by either appellants or appellees.

For the reasons given the decree declaring title to be in the appellees should be affirmed; but the appellants are entitled to a lien for the sum of Twenty-four Hundred Dollars

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($2400.00).

DECREE AFFIRMED, AND CASE REMANDED WITH DIRECTIONS TO AMEND THE DECREE BY ALLOWANCE OF A LIEN, AS ABOVE INDICATED; COSTS TO THE APPELLEES.

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LIBER 85 PAGE 146

MANDATE

Court of Appeals of Maryland

....No. 175..., OCTOBER TERM, 1952... Equity 10, 495

Margaret M. Bradley et al

vs.

Ernest S. Cornwall et al

Appeal from the Circuit Court for Anne Arundel County
Filed: Mar. 30, 1953
July 2, 1953, Decree affirmed, and case remanded with directions to amend the decree by allowance of a lien, as above indicated; costs to the appellees.

Opinion filed. Op. Sobeloff, C. J.

Aug. 1, 1953, Motion for Reargument filed by appellee.
Aug. 29, 1953, Appellant's brief in Opposition to Motion for Reargument filed.
Oct. 6, 1953, Motion overruled.

Filed 7 Oct., 1953.

Appellant's Cost in the Court of Appeals of Maryland,

Clerk's Cost	$ 10.00		
Brief	$ 87.44		
Appearance Fee . . .	$ 10.00		
½ Joint appendix . . .	$ 197.42	$304.86	

Appellee's Cost in the Court of Appeals of Maryland,

Brief	$ 94.56		
Appearance Fee . . .	$ 10.00		
½ joint appendix .	$ 197.41	306.97	$611.83
Motion Reargument	5.00		

STATE OF MARYLAND, Sct:

I, Maurice Ogle, Clerk of the Court of Appeals of Maryland, do hereby certify that the foregoing is truly taken from the record and proceedings of the said Court of Appeals.

In testimony whereof, I have hereunto set my hand as Clerk and affixed the seal of the Court of Appeals, this sixth *day of* October *A. D. 19* 53

Clerk of the Court of Appeals of Maryland.

Costs shown on this Mandate are to be settled between counsel and NOT THROUGH THIS OFFICE

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LIBER 85 PAGE 147

ERNEST S. CORNWALL, et al	:	EQUITY NO. 10495
vs	:	IN THE
MARGARET M. BRADLEY, et al	:	CIRCUIT COURT FOR
	:	ANNE ARUNDEL CO.
MARGARET M. BRADLEY, et al	:	No. 175
vs	:	OCTOBER TERM IN THE
ERNEST S. CORNWALL, et al	:	COURT OF APPEALS, MARYLAND

Filed Dec. 1 "1953

Mr. Clerk:

Please enter paid and satisfied the lien against the property of Ernest S. Cornwall and Jean H. Cornwall, as set out in Mandate of the Court of Appeals in the above entitled case. Appellant to pay costs.

CHILDS AND BALD

BY: Eugene M. Childs

Eugene M. Childs
Attorneys for the Respondent
Appellate

12-1

IN THE MATTER OF	:	IN THE CIRCUIT COURT
DOROTHY ANNE CEBULSKI,	:	FOR
an incompetent.	:	ANNE ARUNDEL COUNTY
	:	NO. 10,560 EQUITY

Filed 9 Aug., 1952

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of John M. Cebulski respectfully represents unto your Honor:

1. That the petitioner is an adult residing at Severna Park, Anne Arundel County, Maryland.

2. That Dorothy Anne Cebulski, his wife, is now and has been for a period of time of unsound mind and a lunatic; that she is now being cared for at The Seton Institute at 6420 Reiserstown Road, Baltimore, Maryland, having been committed thereto because she is incapable of the government of herself or the managing of her estate; and that your petitioner files herewith the affidavits of two physicians deposing to the insanity of the said Dorothy Anne Cebulski.

3. That your petitioner and his wife acquired title to two lots of land near Glen Burnie, Maryland from Clarence O. Allen and Blanche M. Allen, his wife, by deed dated May 23,1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 571, folio 496, which lots are known and designated as lots numbered 14 and 15 on the "Allen Plat" recorded among the aforesaid land records in Plat Cabinet 3, Rod F-1, Plat #9.

4. That your petitioner is advised, believes and therefore avers that a fair and reasonable sum can be realized upon the sale of the aforementioned property because of the current demand for real estateand that in as much as the duration of his wife's illness is indefinite, he has decided to offer the same for sale and dispose of said property at the best possible price.

5. That before any sale can be consummated and good title conveyed to the purchaser, it is necessary that the said Dorothy

Anne Cebulski be legally adjudicated non compos mentis and a trustee or committee appointed to act for her and who will be authorized to transfer all of her right, title and interest in said property to the purchaser thereof.

WHEREFORE, your petitioner prays this Honorable Court:

A. Inquire into the lunacy of Dorothy Anne Cebulski.

B. That a committee or trustee be appointed to manage the person and estate of Dorothy Anne Cebulski.

C. That at the proper time the said committee or trustee may be authorized to sell and transfer to a purchaser of the aforementioned property all of the right, title and interest of Dorothy Anne Cebulski in and to the property.

D. And for such other and further relief as his case may require.

AND as in duty bound, etc.

John M Cebulski
Petitioner

Michael Demyan
Michael Demyan
16 Crain Highway, SW
Glen Burnie, Maryland
Solicitor for petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 8th day of August 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared John Michael Cebulski and made oath in due form of law that the matter and facts in the foregoing petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Amelia H. Tubman
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Filed 1 Aug., 1952.

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I hereby certify, that on this 30th day of July 1952, before me the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Dr. Louis F. Cleary, a physician at The Seton Institute, and that he did make oath in due form of law that Mrs. Dorothy Anne Cebulski who is a patient at The Seton Institute, is suffering from dementia praecox, an affliction characterixed by incoherence of thought and action. That he has recently examined Mrs. Dorothy Anne Cebulski as to her mental condition and from his examination and observation believes that her affliction is permanent and that she is incapable of the government of her person or the management of her estate.

Louis F. Cleary
Dr. Louis F. Cleary, M.D.

Glenn J. Howard
Notary Public

My commission expires May 4, 1953

STATE OF MARYLAND, BALTIMORE COUNTY, to wit:

I hereby certify, that on this 30 day of July 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Dr. Walter O. Jahrreiss, a physician at The Seton Institute, and that he did make oath in due form of law that Mrs. Dorothy Anne Cebulski who is a patient at The Seton Institute is suffering from dementia praecox which is characterized by incoherence of thought and action; and that he is of the opinion that she is incapable of the government of her person or the management of her estate.

Walter O. Jahrreiss M.D.
Dr. Walter O. Jahrreiss, M.D.

Glenn T. Harden
Notary Public

My commission expires May 4, 1953

Filed 9 Aug., 1952.

Petitioners Ex. 1

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Filed 14 Aug., 1952

ORDER OF COURT

Upon the aforegoing petition and affidavit it is this 14th day of August, 1952, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that the said Dorothy AnneCebulski, alleged incompetent, be summoned within ten days from the date of this order and a copy of the summons, petition and order shall be left with the person with whom the alleged incompetent resides.

It is further ORDERED that the petition be and it is hereby set for hearing on the 2d day of September, 1952, at 10 O'clock a. M. and the said Dorothy Anne Cebulski, alleged incompetent, be and she is hereby allowed to file an appearence and answer at any time before or after decree.

Benjamin Michaelson
Judge

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In the Matter of the Estate of	:	IN THE CIRCUIT COURT
DOROTHY ANNE CEBULSKI	:	FOR ANNE ARUNDEL COUNTY
An Incompetent	:	Equity NO. 10,550

.. ..

RETURN TO THE WRIT DE LUNATICO INQUIRENDO AND INQUISITION

This Inquisition taken this 2nd day of September 1952, in the Circuit Court for Anne Arundel County, sitting in Annapolis, Maryland, by virtue of the Writ De Lunatico Inquirendo and Inquisition, executed out of the Circuit Court for Anne Arundel County, upon the oaths of the following twelve jurors, hereinafter signing, as follows:

1. Mrs Wildred S. Cutler
2. Edmond W. Hartge
3. C. Gilbert Hoffman
4. S. W. Watts
5. Sidney Munn
6. Morris Dilwood
7. Wilbur C. Stevenson
8. Milton Neale
9. R. K. Pritchitt
10. Marion Nick
11. Frederick L. Kess
12. Wilson Dorsey

good and lawful men and women of the County aforesaid, who, being sworn and charged upon their oaths to inquire into the question of the lunacy vel non of Dorothy Anne Cebulski.

WITNESSETH: That the said Jurors aforesaid do find that the said Dorothy Anne Cebulski in the Writ named is of unsound mind so that she is not capable of the government of herself or the management of her estate. That she has been in such state of mind for the past several months, and how and why she has become so, the Jurors of Anne Arundel County cannot say unless by the visitation of God.

That the said Jurors do also find that the said Dorothy Anne Cebulski is also seized and possessed, as a tenant by the entirety with John M. Cebulski, of two unimproved lots situate on Oakwood Road near Glen Burnie, Maryland, which are valued at $1400; and a 19 model Oldsmobile automobile; nor do they find that she hath, when in such state of mind, alienated any part thereof.

Filed 2 Sept., 1952

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And the said Jurors also find that the nearest of kin to the said Dorothy Anne Cebulski is John M. Cebulski, her husband, and Mrs. Minne Maggio, her mother who resides at Severna Park, Anne Arundel County, Maryland.

In witness whereof, the Jurors aforesaid have subscribed their names.

Mrs. Mildred S. Cutler (SEAL)

Edmond W. Hartge (SEAL)

A. Gilbert Hoffman (SEAL)

S. W. Watts (SEAL)

Sidney Nunn (SEAL)

Morris D. Gleason (SEAL)

Wilbur C. Stevens (SEAL)

Milton Seale (SEAL)

R. K. Pritchett (SEAL)

Marion Nick T(SEAL)

Frederick F. Kess (SEAL)

Wilson Dorsey (SEAL)

IN THE MATTER OF	:	IN
DOROTHY ANNE CEBULSKI,	:	THE CIRCUIT COURT
INCOMPETENT	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 10,550 Equity

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

TESTIMONY IN BEHALF OF PETITONER

Filed 6 Sept, 1952

September 2, 1952

Before Hon. Benjamin Michaelson, Associate Judge.

Present:

Mr. Michael Demyan, Petitioner.

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

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Dr. Louis F. Clary, pages 2, 3.

John Cebulski, pages 3, 4.

Dr. Louis Clary, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan)

1. Please give your full name and address?

A. Louis F. Clary, 6420 Reisterstown Road, Baltimore.

2. In what profession are you now working?

A. Psychiatrist.

3. At what institution?

A. At Seton Institute.

4. Have you had occasion to examine Dorothy Anne Cebulski at the Institute?

A. I have.

5. Upon examination and diagnosis, what is your opinion as to the type of affliction from which she is suffering?

A. She is suffering from schizophrenia of a mixed type--paranoid catetonic.

6. COURT: WHAT DOES THAT MEAN?

A. It is a variety of mental illness, in which the person afflicted has peculiar beliefs; in this instance that other people are able to control her actions and influence her mind, in response to these beliefs, she is apt to behave in odd, bizarre way, sometimes standing in a rigid, fixed position for a long period of time; other times becoming violently excited and doing bodily injury to other people.

COURT: HOW LONG HAS SHE BEEN IN THE INSTITUTE?

A. She came to Seton Institute in June 1952.

COURT: WILL HER CONDITION BECOME PROGRESSIVELY WORSE?

A. Her condition is progressively worse.

COURT: IS THERE ANY LIKLIHOOD OF CURE?

A. The liklihood of cure is very remote.

6. What type of behavior has she exhibited at the Institute?

A. A variety of moods, being elated, happy at times, frequently tearful, frequently rather excited, talking rapidly, looking about rapidly; I mentioned that she frequently gets excited and believes other people are harming her in some way and and retaliates by hitting other patients and the nursing personnel in particular.

7. In your opinion is she capable of understanding the acts she is doing or is

able to reason what she should properly do?

A. She is not.

8. About how old is this woman?

A. She is stated to be 26; she appears to be about that age.

9. Is there any indication in your record as to how long she has actually been treated for this?

A. A year prior to the admission at Seton, she was at Shepherd Pratt.

COURT: IS SHE CAPABLE OF LOOKING AFTER HER OWN AFFAIRS AND MANAGING HER OWN ESTATE?

A. No sir.

****

John Cebulski, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Demyan)

1. State your name and address?

A. John Martin Cebulski, Robinson, Md.

2. Are you related to Mrs. Cebulski in any way?

A. She is my wife.

3. How long have you been married?

A. This past July 4th will be five years.

4. Where have you been residing most of the time you were married?

A. We resided part time in New Jersey, my home town, for about a month, then we moved back here in Maryland and lived with her mother about a year and a half, then we got an apartment.

5. When you first married your wife was she afflicted in the manner in which she is now afflicted?

A. Well she wasn't where it would be noticeable; she was flighty at times, but it was something that was just overlooked until it got worse.

6. Was she able to look after her own interests at that time?

A. She was very much demanding in whatever she wanted and happened to be that way.

7. How long ago has it been since she was first hospitalized for her mental illness?

A. I think it was around June 1949 that she first had to be admitted; I think it was Johns Hopkins.

8. Was she hospitalized in any other instution since that time?

A. Not that I know of.

9. Was she hospitalized at Seton Institute?

A. Johns Hopkins wouldn't accept her because she wouldn't sign herself in, so we had her over to Shepherd Pratt.

10. Recently within the past six months, has she been able to look out after her own affairs?

A. Personally I would say no.

11. Just prior to her hospitalization, was she able to look after her own affairs?

A. I don't think so.

12. Do you and Mrs. Cebulski own any real estate in Anne Arundel County?

A. We have two lots on Oakwood Road in Glen Burnie.

13. Do you have any other property which you jointly own?

A. An automobile.

14. What is the value of the real estate?

A. $1400.00.

15. Are you able to meet most of the bills which are incurred by your wife's being treated in these various institutions?

A. So far I have been able to; I have been getting help from her people and I have been taking care of the rest up to this time.

16. Who has been looking after Mrs. Cebulski when she is not in the hospital or any other institution?

A. She is with her parents.

17. Where do they live?

A. Magothy Beach Road.

18. How old is your wife?

A. 26.

K.H.McC. $5.00

LIBER 85 PAGE 159

IN THE MATTER OF	:	IN THE CIRCUIT COURT
DOROTHY ANNE CEBULSKI,	:	FOR ANNE ARUNDEL COUNTY
an incompetent.	:	
		No. 10,550 Equity

.. ..

ORDER CONFIRMING WRIT OF INQUISITION AND APPOINTING COMMITTEE

The Writ of Inquisition taken by the Circuit Court for Anne Arundel County, in the above entitled cause, having been submitted for confirmation, the said return and the above proceedings having been read and considered, it is thereupon this 9th day of September, 1952, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED, AND DECREED that the said Inquisition be and it is hereby confirmed, and it is further

ORDERED that Michael Demyan be and he is hereby appointed Committee of the person and estate of the said Dorothy Anne Cebulski with full power and authority to take charge of and manage the property and to assume control of the person of the said Dorothy Anne Cebulski under the direction of this Court, but before the said Michael Demyan shall proceed to act as such Committee, he shall give bond to the State of Maryland in the penal sum of $2,000 with surety to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as Committee.

Benjamin Michaelson

Judge

Filed 9 Sept. 1952.

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C 21088

No. 10,550 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, MICHAEL DEMYAN, of Anne Arundel County in the State of Maryland, as Principal, and the Globe Indemnity Company, a body corporate of the State of New York, duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland or its certain attorneys in the full and just sum of TWO THOUSAND DOLLARS ($2000.00), to the payment whereof well and truly to be made and done we and each of us bind ourselves, jointly and severally, and our respective heirs, executors, administrators and assigns, firmly by these presents.

SIGNED, SEALED AND DATED this 16th day of September, 1952.

Filed 16 Sept., 1952.

WHEREAS, by an Order of the Circuit Court for Anne Arundel County sitting as a Court of Equity, passed on the 9th day of September, 1952, in a cause therein pending entitled "In the Matter of Dorothy Anne Cebulski, Incompetent," No. 10,550 Equity, the above bounden Michael Demyan was appointed Committee of the person and estate of the said Dorothy Anne Cebulski, 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 his filing a bond in the penal sum of $2000.00 for the faithful performance of his duties as such Committee, and the approval of said bond,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the said Michael Demyan shall duly account for whatever shall come into his hands as such Committee, and shall pay and apply the same from time to time as he may be directed by said Court, and shall obey such orders as 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:

Elinore G. Girault
Elinore G. Girault

Virginia Merritt
Virginia Merritt

Michael Demyan (SEAL)
Michael Demyan, Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

Approved this 16 September 1952
John H. Hopkins, 3rd, Clerk

1.7

LIBER 85 PAGE 161

IN THE MATTER OF	:	IN THE CIRCUIT COURT
DOROTHY ANNE CEBULSKI,	:	FOR
an incompetent.	:	A NE ARUNDEL COUNTY
	:	
		No. 10,550 EQUITY

... ...

PETITION FOR SALE OF REAL ESTATE
OF AN INCOMPETENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John M. Cebulski and Michael Demyan respectfully shows:

1. That John M. Cebulski is the husband of Dorothy Anne Cebulski and that Michael Demyan was appointed Committee for the person and estate of Dorothy Anne Cebulski by an order of this Court dated September 4,1952.

2. That John M. Cebulski and Dorothy Anne Cebulski, his wife, had acquired title, as tenants by the entireties, to two lots of land near Glen Burnie, Anne Arundel County, by deed dated May 23,1950, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 571 folio 496.

3. That the property mentioned herein is not of great value and there is no income issuing therefrom with which to pay the current taxes and sanitary assessments.

4. That John M. Cebulski together with Michael Demyan, Committee for Dorothy Anne Cebulski, entered into a Contract of Sale with Lawrence DeGeorge and Anna DeGeorge, his wife, for the sale of the said property for the sum of $2,000.00 cash, on account of which purchase price there has been paid a deposit of Ten ($10) Dollars, as will more fully appear by reference to the Contract of Sale filed herein and prayed to be taken as a part hereof.

5. That the said Contract of Sale has been fairly made and your petitioners believe and aver that the said sale is for the best interest and advantage of the owners thereof.

Filed 3 Jan., 1953.

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To the end, Therefore

A. That the Contract of Sale mentioned in these proceedings be confirmed.

B. That a trustee may be appointed by this Honorable Court to collect the balance of the purchase money and upon the payment of the same to execute to the purchasers a deed conveying all the right, title, interest and estate of the parties to this suit or those claiming by, from, or under them, or either of them, and to divide the money arising from said sale between the parties according to their respective rights and interests.

And as in duty bound, etc.

John M. Cebulski

Michael Demyan
Solicitor for Petitioners

Michael Demyan Committee for
Dorothy Anne Cebulski
Petitioners

STATE OF NEW JERSEY, MERCER COUNTY, To wit:

I hereby certify, that on this 10th day of Feby, 1953, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John M. Cebulski, who made oath in due form of law that the matter and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Mabel A. Goretz
Notary Public
My Commission Expires 3/8/56

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I hereby certify, that on this 13th day of February 1953, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Michael Demyan, who made oath in due form of law that the matter and facts set forth in the foregoing petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Amelia H. [illegible]
Notary Public

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THIS CONTRACT OF SALE, Made this 12th day of ~~January~~ February, 1953, by and between John M. Cebulski and Michael Demyan, Committee for Dorothy Anne Cebulski, wife of John M. Cebulski, parties of the first part, "VENDORS"; and Lawrence DeGeorge and Anna DeGeorge, his wife, parties of the second part, "VENDEES".

WITNESSETH: That the said VENDORS do hereby bargain and sell unto the VENDEES, and the latter do hereby purchase from the former, the following described real property situate, lying and being on Oakwood Road, Third Election District of Anne Arundel County, State of Maryland, and described as follows:

> BEING known and designated as Lots #14 and 15 as laid out on the "Allen Plat", which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat #9, saving and excepting however that portion of Lot #14 heretofore conveyed by Clarence O. Allen and Blanche M. Allen, his wife, to Carl G. Taylor, by deed dated November 30,1949 and recorded among the Land Records of Anne Arundel County in Liber JHH 548 folio 455.
>
> BEING also the same property described in a deed from Clarence O. Allen and Blanche M. Allen, his wife, to John M. Cebulski and Dorothy Anne Cebulski, his wife, dated May23,1950, and recorded among the Land Records aforesaid in Liber JHH 571 folio 496.

AT and for the sum of $2,000.00 of which the sum of Ten ($10.00) Dollars has been paid prior to the execution of this agreement, and the balance thereof of $1,990.00 shall be paid in cash when this sale is ratified and approved by the Circuit Court for Anne Arundel County, Maryland. This Contract of Sale is made subject to the approval and ratification by the Circuit Court for Anne Arundel County.

AND upon payment as above of the unpaid purchase money, a deed for the property shall be executed at the Vendee's expense, by the Vendors or Trustee appointed by the Circuit Court for Anne Arundel County, which shall convey the property be a good and marketable title to the Vendees, free and clear of all liens and incemberances, otherwise the above referred to deposit shall be refunded and this Contract of Sale shall become null and void.

TAXES, assessments, shall be adjusted todate of transfer,

Filed & Recd. 3 March, 1953

Federal and State documentary stamps shall be born equally.

WITNESS the Hands and seals of the parties hereto.

WITNESS:

Clarence O. Allen

Clarence O. Allen

VENDEES:

Laurence A. George

Anna De George

VENDORS:

Clarence O. Allen

Michael Demyan Committee for Dorothy Anne Cabulski

Mabel A. Gretze

John M. Cabulski

Exhibit

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LIBER 85 PAGE 165

CERTIFICATE OF APPRAISAL

I, the undersigned, dealing in real estate in and near Glen Burnie and being familiar with the prices of real estate in the vicinity, certify that I have viewed, valued and appraised two unimproved lots of land owned by John M. Cebulski and Dorothy Anne Cebulski, his wife, situate on the West side of Oakwood Road near Glen Burnie, Third Election District of Anne Arundel County and more particularily described as follows:

Being known and designated as Lots No. 14 and 15 as shown on the "Allen Plat", which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No.9;

and that $3000.00 is a just valuation of said real estate according to the best of my skill and judgment.

In testimony whereof I hereunto subscribe my name and affix my seal this 25th day of February 1953.

F. D. Bertram
Appraiser

Sworn to before me this _____ day of _____ 1953.

HELEN A. REMAR NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Notary Public

Filed 3 Mar., 1953.

Exhibit

LIBER 85 PAGE 166

CERTIFICATE OF APPRAISAL

I, the undersigned, dealing in real estate in and near Glen Burnie and being familiar with the prices of real estate in the vicinity, certify that I have viewed, valued and appraised two unimproved lots of land owned by John M. Cebulski and Dorothy Anne Cebulski, his wife, situate on the West side of Oakwood Road near Glen Burnie, Third Election District of Anne Arundel County and more particularily described as follows:

Being known and designated as Lots No. 14 and 15 as shown on the "Allen Plat", which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No.9;

and that $ 2.000. is a just valuation of said real estate according to the best of my skill and judgment.

In testimony whereof I hereunto subscribe my name and affix my seal this 26, day of February 1953.

Louis J. De Alba
Appraiser

Sworn to before me this 26th day of February 1953.

Herbert B. Clark
Notary Public
My Commission Expires
May 4th 1953

Filed 3 Mar., 1953

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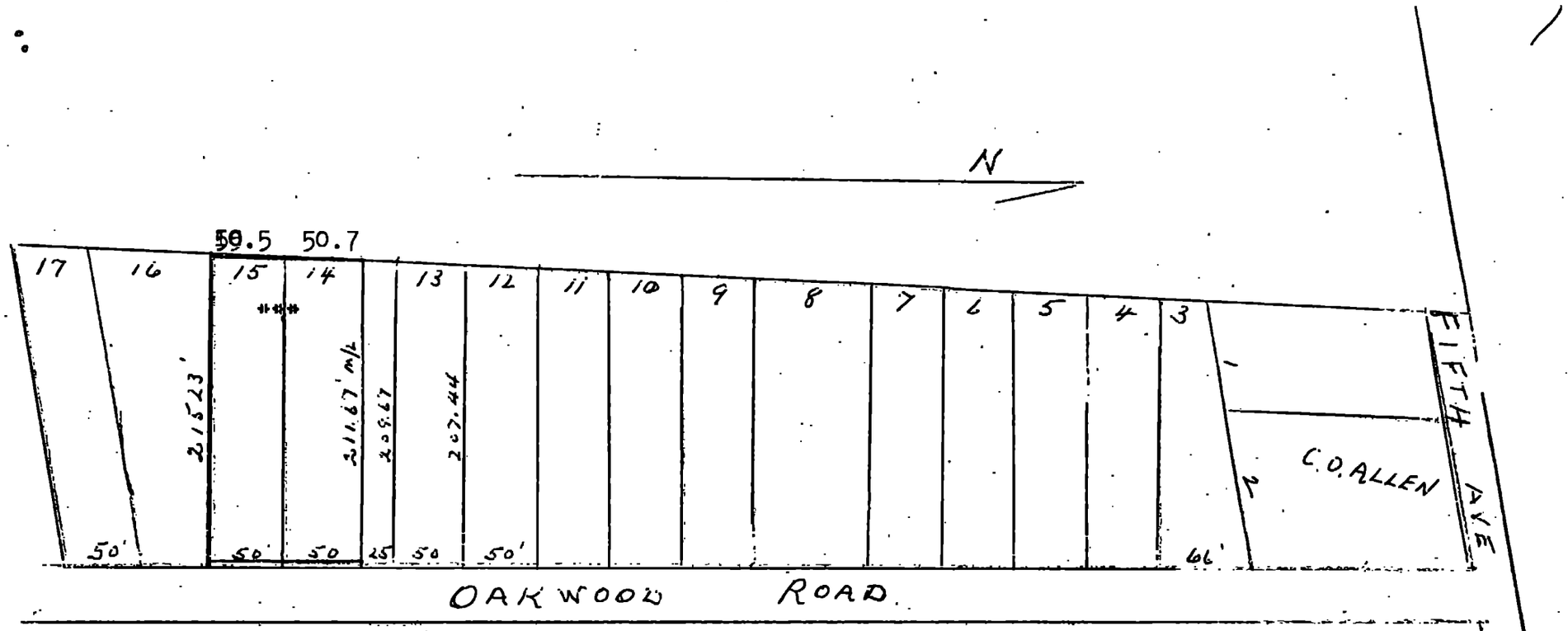
Exhibit



*** Cabinet 3
Rod F-1
Plat # 9

John M.Cebulski
Dorothy Anne Cebulski.

Lot # 15 & Part of lot #14

Scale 1"-100'
Property of
Clarence O & Blanche N.Allen
Glen Burnie, Md.
July 1947.

LIBER 85 PAGE 167

D[illegible]REE FOR SALE OF REAL ESTAT

The petition, affidavits and exhibits of John M. Cebulski and Michael Demyan, Committee for Dorothy Anne Cebulski, an incompetent, and all proceedings in this cause having been by the Court read and considered, it is thereupon this 3d day of March, 1953, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED that the real estate owned by John M. Cebulski and Dorothy Anne Cebulski, his wife, and mentioned in these proceedings, be sold.

And it is further ADJUDGED, ORDERED and DECREED that the contract of sale dated the 10th day of February, 1953, between John M. Cebulski together with Michael Demyan, Committee for Dorothy Anne Cebulski, an incompetent, and Lawrence DeGeorge and Anna DeGeorge, his wife, and filed in these proceedings, be ratified.

And it is further ADJUDGED, ORDERED and DECREED by the authority aforesaid, that Michael Demyan, be, and he is hereby appointed Trustee to collect the balance of $1,990.00 due on account of said contract of sale, and upon the payment of the same to him in cash, and not before, the Trustee by a good and sufficient deed to be executed and acknowledged according to law, shall convey to the purchasers the property and estate to them sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

But before the said Trustee shall proceed to act, he shall file with the Court or the Clerk thereof, a bond in the penal sum of $2,000 conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; and upon receipt of the said $2,000.00, being the proceeds arising from the sale, the said Trustee shall bring the same into this Court to be disposed of under the direction of the Court after deducting therefrom the costs of this suit and such commissions to the said trustee as this Court may deem proper to allow in consideration of the skill, attention wherewith he shall appear to have discharged his trust.

Benjamin Michaelson

Judge

Filed 3 Mar., 1953.

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GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

#10,550 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Michael Demyan, 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 attorney's, in the sum of Two Thousand Dollars ($2,000.00), 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 5th day of March, 1953.

Filed 5 Mar, 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 March 4, 1953, in a cause entitled, "In The Matter of the Estate of Dorothy Anne Cebulski," No. 10,550 Equity, it was among other things decreed, that the above bounden Michael Demyan, be appointed Trustee to convey the real estate mentioned in these proceedings, and to well and truly perform the trust reposed in him, upon his filing a bond in the penal sum of Two Thousand Dollars ($2,000.00) for the faithful performance of his duties as Trustee and the approval of said bond,

NOW, THEREFORE, if the above bounden, Michael Demyan, 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:

Patricia F. Grierson
Patricia F. Grierson

Patricia F. Grierson
Patricia F. Grierson

Michael Demyan SEAL
Michael Demyan, Trustee, Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

Surety.

Approved this 5 Mar, 1953
John H. Hopkins, 3rd, Clerk

LIBER 85 PAGE 170

IN THE MATTER OF	:	IN THE CIRCUIT COURT
DOROTHY ANNE CEBULSKI,	:	FOR
an incompetent.	:	ANNE ARUNDEL COUNTY
	:	NO. 10, 550 EQUITY

... ...

TRUSTEES REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of Michael Demyan, Trustee, appointed by a decree of this Court, passed in the above entitled matter, dated the 3rd day of March 1953, to make sale of certain real-estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all other prerequisites, as required by law and the said decree and according to the terms of the contract of sale filed in this cause and ratified by this Court; he did sell to Lawrence DeGeorge and Anna DeGeorge, his wife, all of the right, title, interest, property and estate of Dorothy Anne Cebulski, an incompetent, and John M. Cebulski, her husband, or anyone claiming by, from, or under them or either of them in and to those two parcels of land situate on Oakwood Road near Glen Burnie, Maryland and known as Lots No. 14 and 15 as shown on the "Allen Plat " which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat #9; at and for the sum of $2,000 and that after making an adjustment for taxes on said property according to the terms of the Contract of Sale , the said Trustee received from the purchasers on account of said sale the sum of $1,995.36.

And your trustee further reports that the above property was sold for the most money which he could obtain for the same to the persons named in the above report of sale, they having offered the highest price therefor.

Michael Demyan

Michael Demyan, Trustee

Filed 14 May, 1953

23

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify, that on this 14 day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Michael Demyan, 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.

NOTARY PUBLIC

Amelia H. Tubman

Amelia H. Tubman
Notary Public

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ORDER NISI

LIBER 85 PAGE 172

IN THE MATTER OF

DOROTHY ANNE CEBULSKI,

an incompetent.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,550 Equity

Filed 14 May, 1953

Ordered, this 14 day of May, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Michael Demyan, Trustee, be

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 $ 2,000.00.

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF

DOROTHY ANNE CEBULSKI,

an incompetent.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 23 July, 1953

ORDERED BY THE COURT, This 23 day of July (finally), 19 53, 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.

E 5

LIBER 85 PAGE 173

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10,550

Dorothy Anne Cebulski

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

Filed 22 July, 1953

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,550 Equity

IN THE MATTER OF DOROTHY ANNE CEBULSKI, An Incompetent.

Ordered, this 14th day of May, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Michael Demyan, 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 $2,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jn-11

LIBER 85 PAGE 174

In the Case of

In the Matter of
Dorothy Anne Cebulski,
~~xxx~~
an incompetent

In the

Circuit Court

For

Anne Arundel County

No. 10,550 Equity

To the Honorable, the Judges of said Court:

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

Filed 28 July, 1953.

July 28, 1953

All of which is respectfully submitted.

Laura W. Fickling
Auditor.

Dr. In the Matter of Dorothy Anne Cebulski, an incompetent in ac.

To Trustee for Commissions, viz:	93 00	93 00
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	38 00	
Jos. C. Deegan - Sheriff's Costs	2 70	
Katharine H. McCutchan - stenographer's fee	5 00	
Auditor - stating this account	9 00	64 70
To Trustee for Expenses, viz:		
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Globe Indemnity Co. - bond premium	10 00	
Louis J. DeAlba - appraisal	15 00	
F. D. Bertram - appraisal	15 00	
Dr. Louis F. Clary - examination and testimony	50 00	
One-half Federal documentary stamps	1 10	
One-half State documentary stamps	1 10	
Amelia H. Tubman - notary fee	50	106 70
To Trustee for Taxes, viz:		
1953 State and County taxes ($14.70-adj.)	2 44	2 44
To John M. Cebulski and Dorothy Anne Cebulski, his wife, - net proceeds of sale	1,733 16	1,733 16
		2,000 00

with Michael Demyan, Trustee Cr.

1953				
Mar.	12	Proceeds of Sale (Contract dated 2/10/53)	2,000 00	2,000 00
				2,000 00

LIBER 85 PAGE 177

ORDER NISI

In the Matter

of

~~VERSUS~~

Dorothy Anne Cebulski,

an incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,550 Equity.

ORDERED, This 28 day of July, 19 53, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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 R. Franklin, Jr. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of April, 19 54, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin C. Richardson

Judge.

Filed July 28 1953

Filed Apr. 6 1954

OFFICE OF

LIBER 85 PAGE 178 *Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1953

We hereby certify, that the annexed

Order Nisi-Aud. Acct.-Eq. 10550

Dorothy Anne Cebulski

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 6th day of August, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Nellie Tate

Filed 3 Apr. 1954

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,550 Equity

IN THE MATTER OF DOROTHY ANNE CEBULSKI, an Incompetent

Ordered, this 23 day of July, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8 day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of September next.

JOHN H. HOPKINS, 3rd Clerk

True Copy: TEST:

JOHN H. HOPKINS, 3rd Clerk

a-20

Filed 1 Apr., 1954

No. M. G. 11215

30

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.	EQUITY NO. 6400 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

Filed Oct. 16" 1943

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 in this Honorable Court on the 29th day of March, 1933, has sold to Lowery R. Plugge, all that lot of ground situate in the Second Election District of Anne Arundel County, Maryland, being Lot No. Twenty-two (22), as shown on a plat entitled "Subdivision of Part of McGuckian Property near Annapolis, Maryland," made by J. R. McCrone, Jr., April, 1942, recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat No. 2; at and for the sum of Three Hundred and Twenty-five Dollars ($325.00), of which One Hundred Dollars ($100.00), has been paid, and the balance to be paid in monthly installments of not less than Twenty Dollars ($20.00), as shown on contract of sale dated October 4, 1943, 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 lot 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.,

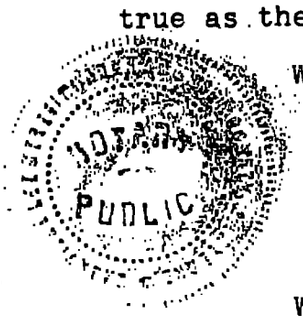
Charles F. Lee, Trustee

Charles F. Lee, Trustee

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

I hereby certify that on this 15th day of October, in the year 1943, 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.



Granville Lee Meredith
Granville Lee Meredith, 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, Trustee
Charles F. Lee, Trustee

Lowery R. Plugge
Lowery R. Plugge

Annapolis, Md., October 8, 1943

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 $325.00 is a fair and adequate price for said property.

James P. Murray
James P. Murray

Fred Schoen
Fred Schoen

Filed Oct. 21, 1943

UPON the foregoing Petition, Affidavit and Consent to the Immediate Ratification of the sale reported herein, it is hereby

ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, this 21st day of October, in the year 1943, that the sale of Lot No. 22, as shown on plat of "Subdivison of Part of McGuckian Property," second District of Anne Arundel County, to Lowery R. Plugge, is hereby ratified and confirmed, and that Charles F. Lee, Trustee, be and he is hereby authorized and directed to execute a deed conveying said lot to the said Lowery R. Plugge when the purchase price has been paid in full and the terms of sale complied with.

Ridgely P. Melvin

Judge

LIBER 85 PAGE 182

CONTRACT OF SALE

This Agreement, *Made this* 4th *day of* October *nineteen hundred and* forty-three *between* CHARLES F. LEE, TRUSTEE for the Estate of Thomas McGuckian *of the first part, and* L. ~~owery~~ R. PLUGGE *of the second part*

Witnesseth, *That the said party of the first part do hereby bargain and sell unto the said party of the second part, and the latter doth hereby purchase from the former the following described property situate and lying in* the Second Election District of Anne Arundel County, Maryland, being lot No. 22 shown on a plat of the Subdivision of part of the McGuckian property near Parole.

At and for the price of THREE HUNDRED TWENTY-FIVE AND -----00/100 *Dollars*

of which One hundred and -----00/100 *Dollars*

having been paid prior to the signing hereof and the balance to be paid as follows: in monthly installments of not less than $20.00.

All deferred payments to bear interest at the rate of 5%.

Subject to the approval of the Circuit Court of Anne Arundel County, Md.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee clear of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Time is the essence of this agreement, and if the terms of this contract are not complied with the deposit above referred to shall be forfeited.

Taxes, insurance, rent and all other assessments of every description shall be adjusted to date of this agreement.

Cost of Revenue & State Stamps to be equally divided.

TEST:

Chas F. Lee, Trustee (Seal)

Estate of (Seal)

Thos. McGuckian (Seal)

(Seal)

Lowery R. Plugge (Seal)

29 Jefferson Rd (Seal)

CHARLES F. LEE
REAL ESTATE & INSURANCE
(DIAL 2461)
LEE BUILDING ANNAPOLIS, MD.

IN THE MATTER OF THE TRUST ESTATE OF THOMAS McGUCKIAN, DECEASED.	EQUITY NO. 6400 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT: -

Filed 5th April 1946

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 on the 29th day of March 1933, has sold to Lowery R. Plugge, all that piece or parcel of land situate, lying and being in the Second Election District of Anne Arundel County, Maryland, and being Lot No. Twenty-One (21) as shown on a plat of the Subdivision of part of the McGuckian property near Parole, made by J.R. McCrone, Engineer, dated April 1942, and recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-4, Plat 2; at and for the sum of Four Hundred ($400.00) Dollars, of which sum One Hundred ($100.00) Dollars has been paid; the balance of Three Hundred ($300.00) Dollars to be paid in monthly installments of not less than Twenty ($20.00) Dollars, all deferred payments to bear interest at the rate of five (5%) per cent, as shown by Contract of Sale dated March 13, 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 lot 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 fifth day of April 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

Lowery R. Plugge

Lowery R. Plugge

Annapolis, Maryland, March 28, 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 Four Hundred ($400.00) 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 8 day of April 1946, that the sale of Lot No. 21 as herein described, to Lowery R. Plugge, at and for the sum of Four Hundred ($400.00) Dollars, be and the same is hereby ratified and confirmed; and that Charles F. Lee, Trustee, be and he his hereby authorized and directed to execute the deed conveying said lot to the said purchaser when the purchase price has been paid, and the terms of sale complied with in full.

Filed 8th April 1946

Judge

LIBER 85 PAGE 186

CONTRACT OF SALE

Approved by The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 13th day of March 19 46, by and between CHARLES F. LEE, TRUSTEE for the Estate of Thomas McGuckian

of the first part, hereinafter called Vendor, and LOWERY R. PLUGGE

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 lot No. 21, shown on a plat of the Subdivision of part of the McGuckian property near Parole.

At and for the price of FOUR HUNDRED AND - - 00/100 Dollars, of which ONE HUNDRED AND - - - - 00/100 Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows: in monthly instalments of not less than $20.00. All deferred payments to bear interest at the rate of 5%.

Subject to the approval of the Circuit Court of Anne Arundel County, Md.

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.

~~This agreement~~, 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:

Chas. F. Lee, Trustee (SEAL)
Estate Thos. McGuckian (SEAL)
Lowery R. Plugge (SEAL)
(SEAL)

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY No. 10,596

FRANKIE WILSON & SONS, INC.,
a body corporate,
25 Annapolis Boulevard,
Glen Burnie, Maryland,

COMPLAINANT,

VS.

ROXIE OVERBY,
1539 Pennsylvania Avenue,
Baltimore - 17 - Maryland,

her heirs and all persons having
or claiming to have an interest
in Lot 357 Patapsco Park, Plat 1,
30 x 130 feet, and improvements,
as shown on plat of Patapsco Park,

and

EDITH GOODWIN,
134 South Morley Avenue, Baltimore-29-Md,
her heirs and all persons having or claiming to have an interest in Lots 32 and 33
Block K, as shown on plat of Arundel Manor, Anne
Arundel County, Maryland,

RESPONDENTS.

Filed 15 Oct., 1952.

HILL OF COMPLAINT

To The Honorable, the Judges of said Court:

Your Complainant respectfully shows:

1. That on October 8, 1951, Joseph H. Griscom, Senior, Treasurer of Anne Arundel County, sold at public auction to Frankie Wilson, who has duly assigned all her right, title and interest in and to said property to Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, for State and County taxes then in arrears on the hereinafter described properties, in fee simple; said sales having been made under authority conferred upon the said Treasurer as Collector of State, County and School taxes under the Statutes in this case made and provided.

2. That Tax Sale Certificate No. 1615 has been issued to Frankie Wilson by Joseph H. Griscom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said certificate is filed herewith as part hereof, marked "Complainant's Exhibit No. 1" That the description of the property as the same appears upon the tax roll of the Treasurer of Anne Arundel County, is:

Fifth District
Roxie Overby
Lot 357, Plat 1, and improvements, 30 x 130, as shown on the Plat of Patapsco Park,

and the description as set forth in the Certificate of Tax Sale is the same as appears above.

3. That Tax Sale Certificate No. 1613 has been issued to Frankie Wilson by Joseph H. Grisoom, Senior, Treasurer of the County aforesaid, and assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein. Said certificate is filed herewith, as part hereof, marked "Complainant's Exhibit No. 2." That the description of the property as the same appears upon the tax roll of the Treasurer of Anne Arundel County, is:

Fifth District
Edith Goodwin,
Lots 32 and 33 Block K, as shown on the Plat of Arundel Manor, Anne Arundel County,

and the description of the property as the same is set forth in the Certificate of Tax Sale is the same as appears above.

4. That none of the said properties have been redeemed by any party in interest although more than one year and a day from the date of the sale of said properties has expired, and that this proceeding is brought under the statute relating to tax sales made after the effective date of the Acts of 1943.

5. That the amounts necessary for the redemption of the above mentioned and described properties, as shown on the aforesaid Tax Sale Certificates, are as follows:

Roxie Overby	$37.01
Edith Goodwin	13.02

being the amounts paid for said properties, as the same appears on the aforesaid Certificates of Tax Sale, with interest from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainant herein subsequent to the date of sale of said properties, plus all other amounts expended by the Complainant as to the aforesaid properties under the provisions of Chapter 540 of the Acts of 1943.

6. That the Complainant is entitled to proceed to foreclose all rights of redemption in and to the aforesaid properties.

7. That, according to the Equity, Law and Land Records of Anne Arundel County, and the records of the Register of Wills of said County, the title to said lots is vested in the names of the parties listed as Respondents with addresses as set out in this Bill of Complaint.

8. This Complainant prays for process directed to the above-named Respondents, whose last addresses are set out with their names in the foregoing Bill of Complaint.

9. That this Honorable Court pass a final decree foreclosing all rights of redemption of all Respondents herein in and to the aforesaid properties.

TO THE END THEREFORE:

(a) That this Honorable Court pass a final decree foreclosing all rights of redemption of the Respondents herein, in and to the aforesaid properties.

(b) That the Court may pass a final decree whereby there will be vested in the Complainant an absolute and indefeasible title to said properties in fee simple, free and clear of all prior or subsequent alienations and descents and encumbrances except taxes and other public liens accruing subsequent to date of sale and public assessments to which the properties are subject.

(c) That an order of publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in and to the aforesaid properties, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court in person or by Solicitor on, or before the day of , 1952, and show cause, if any they may have, why a decree should not be passed as prayed.

(d) That this Honorable Court may decree such other and further relief as the nature of this case may require.

AND AS IN DUTY BOUND, ETC.

Frankie Wilson

Frankie Wilson, Solicitor for Complainant
1000 Hammonds Ferry Road,
Linthicum Heights, Maryland

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 Anne Arundel County, personally appeared Frankie Wilson, President of Frankie Wilson & Sons, Inc., Complainant herein, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

VIOLA KINDRED - Notary Public.

VIOLA KINDRED NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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COMPLAINANT'S EXHIBIT NO. 1

1615 LIBER 85 PAGE 190

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to D. Wilson Linthicum at public auction for the sum of 80 Dollars and 00 Cents, of which 37.01 Dollars has been paid as a deposit on the property in 5 Dist described as Lot 357 Plat 1 Imps 30 X 130 as shown on the plat of Patapsco Park

and assessed to Rosie Quarles

Filed 15 Oct, 1952

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,
Nellie Elizabeth Sterling
Nellie Elizabeth Sterling Notary Public.

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Linthicum Heights, Md., Sept. 17, 1952
FOR VALUE RECEIVED, I Hereby assign all my right, title and interest in and to the above Tax Sale Certificate to Frankie Wilson & Sons, Inc.

My Commission Expires March 4 1953

As witness my hand and seal this 17th day Sept., 1952

Witness:
Walton D. Wilson
Walton D. Wilson

Frankie Wilson
Frankie Wilson

Complainant's Exhibit No. 1.

4

1613

COMPLAINANT'S EXHIBIT NO. 2

CERTIFICATE OF TAX SALE

LIBER 85 PAGE 191

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to N. Wilson Linthicum Hgts at public auction for the sum of 13 Dollars and 02 Cents, of which 13.02 Dollars has been paid as a deposit on the property in 5 Dist described as Lots 32-33 Bet. K as shown on the plat of Arundel Manor, A.A. Co.

and assessed to Edith Goodwin

Filed 15 Oct, 1952

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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,

Linthicum Heights, Maryland, September 17, 1952.

Nellie Elizabeth Sterling
Nellie Elizabeth Sterling
Notary Public.

FOR VALUE RECEIVED, I hereby assign all my right, title and interest in the above Tax Sale Certificate to Frankie Wilson & Sons, Inc.

My Commission Expires May 4, 1953

AS WITNESS my hand and seal September 17, 1952.

Witness:

Walton D. Wilson
Walton D. Wilson

Frankie Wilson
Frankie Wilson

Complainant's Exhibit No. 2

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND,
EQUITY NO. 10, 5796

FRANKIE WILSON & SONS, INC.,
a body corporate,
25 Annapolis Blvd., Glen Burnie, Md.,
COMPLAINANT

VS.

ROXIE OVERBY,
1539 Pennsylvania Avenue,
Baltimore - 17 - Maryland, her heirs
and all persons having or claiming to
have an interest in Lot 357 Patapsco
Park, Plat 1, 30 x 130, and improvements
as shown on plat of Patapsoo Park,

and

EDITH GOODWIN,
134 South Morley Ave., Baltimore - 29 - Md.,
her heirs, and all persons having or claiming
to have an interest in Lots 32 and 33 Block K
Arundel Manor, Anne Arundel County, Maryland,
RESPONDENTS.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all the rights, of redemption in the above described properties, sold in fee simple, by the Treasurer of Anne Arundel County as Collector of county, state and school taxes in said county, on October 8, 1951, to Frankie Wilson, duly assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein, certificates of tax sale having been duly issued therefor, which are filed in this proceeding, marked "Complainant's Exhibits 1 and 2; that the descriptions of the properties as appearing on the tax rolls of the Treasurer of Anne Arundel County are as above set forth.

The Bill states, among other things, that the amounts necessary for the redemption of the properties have not been paid, although more than a year and a day from the date of sale have expired.

IT IS, THEREUPON, this 15 day of October, 1952, by the Circuit Court for Anne Arundel County, ORDERED that notice be given by the insertion of a copy of this order once a week for four consecutive weeks in some newspaper having a general circulation in Anne Arundel County, warning the Respondents and all persons having or claiming to have an interest in said properties to be and appear in this Court by the 31 day of December, 1952, and redeem the properties described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainant a title in fee simple, free and clear of all encumbrances.

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

Filed Oct. 15, 1952

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
EQUITY NO. 10,596

FRANKIE WILSON & SONS, INC., a body corporate, 25 Annapolis Blvd., Glen Burnie, Maryland, COMPLAINANT

Vs.

GOXIE OVERBY, 1539 Pennsylvania Avenue, Baltimore 17, Maryland, her heirs and all persons having or claiming to have an interest in Lot 357 Patapsco Park, Plat 1, 30 x 130, and improvements as shown on plat of Patapsco Park.

And

EDITH GOODWIN, 134 South Morley Ave., Baltimore 29, Maryland, her heirs, and all persons having or claiming to have an interest in Lots 32 and 33 Block K, Arundel Manor, Anne Arundel County, Maryland, RESPONDENTS.

ORDER OF PUBLICATIOIN

Filed 9 dec., 1952.

The object of this proceeding is to secure the foreclosure of all the rights of redemption in the above described properties, sold in fee simple, by the Treasurer of Anne Arundel County as Collector of County, state and school taxes in said county, on October 8, 1951, to Frankie Wilson, duly assigned by said Frankie Wilson to Frankie Wilson & Sons, Inc., Complainant herein, certificates of tax sale having been duly issued therefor, which are filed in this proceeding, marked 'Complainant's Exhibits 1 and 2; that the descriptions of the properties as appearing on the tax rolls of the Treasurer of Anne Arundel County are as above set forth.

The Bill states, among other things, that the amounts necessary for the redemption of the properties have not been paid, although more than a year and a day from the date of sale have expired.

IT IS, THEREUPON, this 15th day of October, 1952, by the Circuit Court for Anne Arundel County, ORDERED that notice be given by the insertion of a copy of this order once a week for four consecutive weeks in some newspaper having a general circulation in Anne Arundel County, warning the Respondents and all persons having or claiming to have an interest in said properties to be and appear in this Court by the 31st day of December, 1952, and redeem the properties described and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainant a title in fee simple, free and clear of all encumbrances.

No. 7

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-20

LIBER 85 PAGE 193 OFFICE OF

Southern Maryland Times

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 29, 1952

We hereby certify, that the annexed

Order Publication

Equity Number 10,596

Goxie Overby

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 31st day of December, 1952 The first insertion being made the 30th day of October, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

FRANKIE WILSON & SONS, INC., a body corporate, Plaintiff vs. ROXIE OVERBY, 1539 Pennsylvania Avenue, Baltimore - 17 - Maryland, her heirs and all persons having or claiming to have an interest in Lot 337 Patapsco Park, Plat 1 30 x 130 feet and improvements, as shown on Plat of Patapsco Park, and EDITH GOODWIN, 134 South Morley Avenue, Baltimore-29-Md., her heirs and all persons having or claiming to have an interest in Lots 32 and 33 Block K, as shown on plat of Arundel Manor, Anne Arundel County, Maryland.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY No. 10,596

Filed April 22/1953

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the Southern Maryland Times, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Respondents, Roxie Overby and Edith Goodwin, having failed to appear either in person or by solicitor and answer the Bill of Complaint filed against them

It is, thereupon, this 21st day of April, 1953, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed that said Bill of Complaint be, and the same is, hereby taken pro confesso against the said Roxie Overby and Edith Goodwin, respondents herein, and against their heirs and all persons having or claiming any interest in the property mentioned in these proceedings.

Benjamin Michaelson
Judge

LIBER 85 PAGE 195

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY No. 10,596

FRANKIE WILSON & SONS, INC.,
a body corporate,
25 Annapolis Boulevard,
Glen Burnie, Maryland,

COMPLAINANT,

Vs.

ROXIE OVERBY,
1539 Pennsylvania Avenue,
Baltimore - 17 - Maryland,

her heirs and all persons having
or claiming to have an interest
in Lot 357 Patapsco Park, Plat 1,
30 x 130 feet and improvements,
as shown on Plat of Patapsco Park,

and

EDITH GOODWIN,
134 South Morley Avenue, Baltimore-29-Md.,
her heirs and all persons having or claiming to have an interest in Lots 32 and 33
Block K, as shown on plat of Arundel Manor, Anne
Arundel County, Maryland,

RESPONDENTS,

Filed 27 May, 1953.

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court, and it appearing that the same having been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland (1943 Supplement)

IT IS THEREUPON This 27th day of MAY, 1953, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED

1. That all rights of redemption of the respondents, or of anyone claiming by, from or under them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to Frankie Wilson on October 8, 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 occuring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said sale and the public assessments to which the same are subject) is hereby vested in the Complainant.

3. That upon payment to him of the balance, if any, due on the purchase price, 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 Complainant.

4. That the Complainant shall pay the costs of these proceedings.

Benjamin Shipman
Judge.

Nettie M. Ford, Widow, Mother and Next of Friend of Larry Ford Emilie Ford Ann Ford Iola Ford Judy Ford, Infants Complainant	:	No. 10,729 Equity In the Circuit Court for Anne Arundel County
vs.	:	
Harry Ford, Infant Emilie Ford, Infant Ann Ford, Infant Iola Ford, Infant Judy Ford, Infant, all of Lothian, Maryland, and Nettie M. Ford, Widow, Next Friend and Mother Respondents	:	

Filed 21 May, 1953.

BILL OF COMPLAINT

The Bill of Complaint of Nettie M. Ford, Widow, by William W. Townshend, Jr., her solicitor, respectfully states:

1. That by deed dated September, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 12, Folio 184, Joseph L. Gibson and Anna S. Gibson, his wife, conveyed unto James Alvin Ford a parcel of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, containing forty-six (46) square perches of land, more or less, the original of the aforesaid deed filed herewith marked "Complainant's Exhibit A" and prayed to be taken as a part hereof.

2. That the said James Alvin Ford departed this life on October 21, 1948 intestate, seized and possessed of the aforementioned property, and left surviving him Nettie M. Ford and the infant Respondents.

3. That the estate of James Alvin Ford was administered under the jurisdiction of the Orphans Court for Anne Arundel County; that all taxes have been paid and the estate closed as of May 10, 1949; the real estate having been appraised in 1948 at $2,000.00.

4. That the Complainant has entered into an agreement with Louis N. Phipps, dated April 27, 1953, to purchase a portion of the aforementioned real estate at and for the sum of Seven Thousand Five Hundred Dollars ($7,500.00), which your Oratrix is advised, and therefore avers, is a fair and reasonable price for said property, and desires to exercise the agreement; and it would be for the best interests and advantage of both the Respondents and the Complainant that the aforesaid land be sold to Louis N. Phipps. The Complainant files herewith a duly executed copy of the agreement, along with description and plat as prepared by J. R. McCrone, Surveyor, in March 1953, marked "Complainant's Exhibit "B" and prayed to be taken as a part hereof.

TO THE END THEREFORE:

(a) That a decree may be passed for the sale of real estate contracted to be sold.

(b) That the agreement be ratified and confirmed by this Honorable Court and a Trustee be appointed for the purpose of consummating the same and transferring the interests of the said infants to Nettie M. Ford.

(c) That the proceeds of sale may be brought into Court for distribution under its order in accordance with respective rights and interests of the parties hereto.

(d) That the Complainant may have such other and further relief as her case may require.

May it please your Honors to grant unto the Complainant a Writ of Subpoena directed to the said infant Respondents and to such other person as has custody of the said infant Respondents, directing them to appear in this Honorable Court on some day therein named to answer these presents and to abide by such other and further orders and decrees as this Court may ask in this cause.

Respectfully submitted,

Nettie M Ford
Nettie M. Ford

William W. Townshend, Jr.
William W. Townshend, Jr.,
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 21st day of ~~April~~ May, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nettie M. Ford, Complainant in the above Bill of Complaint, and she did make oath in due form of law that the matters alleged in the aforegoing Bill are true to the best of her 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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MARYLAND FEE SIMPLE DEED-COR ITY OR COUNTY
ALL RIGHTS RESERV.

Exhibit "4"

Law Reporter Blank No. 80
LAW REPORTER PTG. CO., 215 FIFTH ST. WASH., D. C.

LIBER 85 PAGE 200

This Deed

Made this ..... *day of* September *in the year of our Lord one thousand nine hundred and* twenty-six *by and between* Joseph L. Gibson and Anna S. Gibson, his wife,

of Anne Arundel County

*part*ies *of the first part, and* James Alvin Ford

of Anne Arundel County *part*y *of the second part:*

Witnesseth, *that in consideration of* the sum of ten dollars

*the said part*ies *of the first part do* ..... *grant and convey unto* James Alvin Ford

*part*y *of the second part,* his *heirs and assigns, in fee simple, all* that *piece* ... *or parcel* ... *of* land or *ground situate, lying and being in* Anne Arundel *County* in the *State of Maryland, being* all *the same land which the said part*ies *of the first part*

obtained from Jeremiah B. Swan, et ux

by deed dated the 29th *day of* August *192*1*, recorded in the Land Records of* Prince George's *in Liber* WNW 44 *at folio* 97 *and being described as follows, to wit:*

All that lot or parcel of land situated about 300 yards more or less easterly from the Mt. Zion cross roads in the first district of Anne Arundel County, said lot or parcel being a part of the lands described in a deed dated the 14th day of February 1888 from H. M. Murray and G. M. Cheston to Jeremiah B. Swan and recorded among the Land Records for Anne Arundel County afroesaid in Liber S. H. #34 folio 406 and contained within the following metes and bounds courses and distances, to wit:

Beginning for said lot at a post standing on the south side of the State Road and at the end of the dividing line between the lands of Benjamin F. Norfolk and the said Jeremiah B. Swan then with said dividing line S. 19° E. 6 perches to a post thence leave said dividing line and run S. 88° 30' E. 4.72 perches to a post

Filed 21 May, 1953
Re-filed 1 Aug, 1953

Complainant's Exhibit A
No. 10,729 Eq - Ford - Ford EXAMINER's Exh. 1. E. Hawkins Examiner 6/19/53

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thence N. 5° W. 10.8 perches to a post on the south side of the aforementioned State Road, thence with the south side of said road S. 49° 55' W. 7½ perches to the place of beginning containing forty six (46) square perches of land more or less.

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

To Have and to Hold *the* said *piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said* James Alvin Ford, his heirs and assigns forever in fee simple.

And *the said parties of the first part covenant that* they *will warrant specially and generally the property hereby conveyed; that* they are *seized of the land hereby conveyed; that* they have *a right to convey said land; that the said party of the second part shall quietly enjoy said land; that* they *have done no act to encumber said land; and that* they *will execute such further assurances of said land as may be requisite.*

Witness their *hands and seals*

TEST:

John R. Barnes

John R. Barnes

Thos. L. Gibson [SEAL]

Clara D. Gibson [SEAL]

State of Maryland
Prince George's County } ss.

I Hereby Certify that on this 7th day of February 1927, before the subscriber, a Notary Public of the State of Maryland, Prince George's Co., personally appeared Joseph L. Gibson and Annie B. Gibson his wife, and did each acknowledge the aforegoing Deed to be his act.

In Testimony Whereof, I have affixed my official seal this 7th day of February A. D. 1927

John R. Garner

JOHN R. GARNER NOTARY PUBLIC PRINCE GEORGES COUNTY

Deed

FROM

JOSEPH L. GIBSON

ANNIE S. GIBSON

TO

JAMES ALVIN FORD

Received for Record on the 12 day of February A. D. 1927 at 9 o'clock a M., and recorded in Liber No. FSR No. 12 at Folio 184 one of the Land Records for the Family of Anne Arundel

FRANK S. REVELL, Clerk.

Paid 2.25

MADE AND SOLD BY THE LAW REPORTER PRINTING CO., 518 FIFTH ST. N. W., WASHINGTON, D. C.

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

R. Harry Arnold, Clerk

LIBER 85 PAGE 204

CONTRACT OF SALE

Exhibit "B"

Official Contract of The Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, Made this 27th Day of April 19 53, by and between Nettie M. Ford

of the first part, hereinafter called Vendor; and Louis N. Phipps

of the second part, hereinafter called Vendee

Witnesseth: This for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor——SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows:

See description and plat attached hereto.

Filed 21 May, 1953.

At and for the price of Seven Thousand Five Hundred Dollars- -($7,500.00) Dollars, of which One Hundred Dollars- - - - - - - - - - - - - - - - - -($100.00) Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Balance within sixty (60) days

Re-filed 1 Aug., 1953.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Vendor and the Vendee.

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

The Vendor hereby agrees to pay to, [redacted]ent 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:

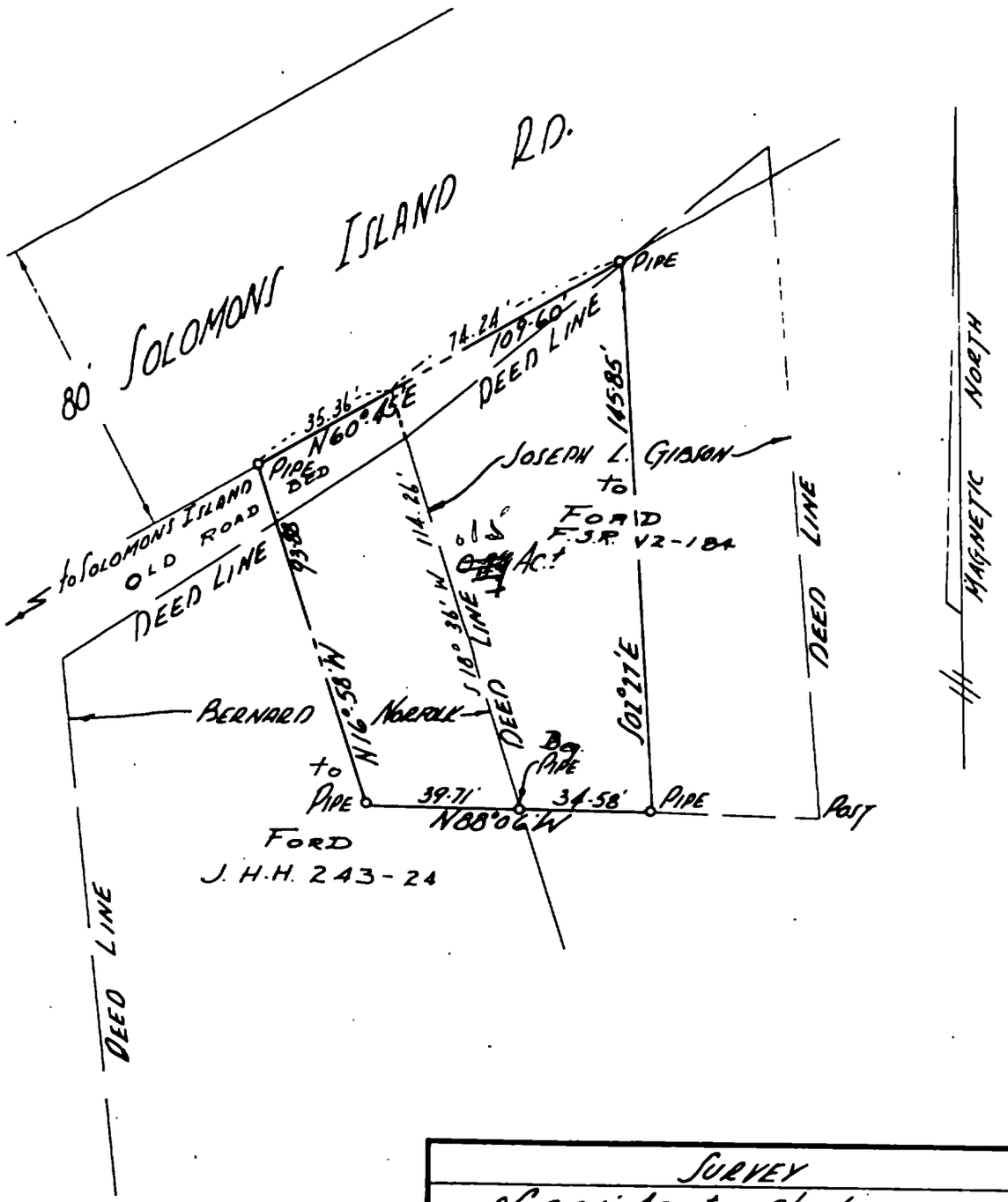
Nettie M Ford (Seal)
Nettie M. Ford

(Seal)

Louis N Phipps (Seal)
Louis N. Phipps

(Seal)

No. 10,729 Eq. Ford v Ford. Complainant's Exhibit B. Examiner's Exh-2 E Mawaus Examiner



SURVEY
of 0.24 ACRE± of LOTHIAN
1st DISTRICT - A.A.Co; MD.
for HARRY FORD

Scale 1" = 40' Date 3/4/53

J. R. McCRONE, Jr.
Registered Professional Engineer & Surveyor
Annapolis, Md.

 COPY

J. R. McCRONE, JR., INC.

Towns-Worth Building
150 South Street
Annapolis, Md.

DESCRIPTION OF 0.15 ACRES NEAR MT. ZION, FIRST DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND
FOR
HARRY FORD

Beginning for the same at an iron pipe found at the end of the South 19° East, 6 perch line of the conveyance from Joseph L. Gibson and Annie S. Gibson, his wife, to James Alvin Ford, by deed dated September, 1926 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 12, Folio 184; and running from said beginning point, and with said line, reversely and as corrected for magnetic difference and crossing the old State Road bed, North 18° 36' East, 114.26 feet to the south side of the newly relocated Solomons Island State Road; thence with the same, North 60° 45' East, 74.24 feet to a pipe; thence leaving said road and running through the above mentioned conveyance, South 02° 27' East, 145.85 feet to a pipe; thence North 88° 06' West, 34.58 feet to the place of beginning. Containing 0.15 acre, more or less.

Being part of the above mentioned conveyance from Gibson to Ford and part of the old State Road bed; and as surveyed by J. R. McCrone, Inc., Registered Professional Engineers and Land Surveyors, in March, 1953.

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LIBER 85 PAGE 207

Nettie M. Ford, Widow, et al	:	No. Equity
Complainant	:	In the Circuit Court
vs.	:	for
Harry Ford, et al, Infants	:	Anne Arundel County
Respondent	:	

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER THEREON

Filed 12 June 1933.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Nettie M. Ford, et al, by William W. Townshend, Jr., their solicitor, respectfully represents,

1st: That the infant Respondents have been duly summoned.

2nd: That said infant Respondents have no legal guardian.

Wherefore the Petitioners pray this Honorable Court to appoint a Guardian ad litem to appear and answer for said infant Respondents, and suggest that Louis M. Strauss, who has no interest whatsoever in this case, be appointed Guardian ad litem.

Respectfully submitted,

William W. Townshend, Jr.,
Solicitor for Complainant

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O R D E R

Filed 15th June, 1953.

Upon the foregoing petition, it is ORDERED this 15th day of June, 1953, by the Circuit Court for Anne Arundel County in Equity, that Louis M. Strauss be, and he is hereby appointed Guardian ad litem for the Respondent, Harry Ford, et al, infants, and he is hereby directed to appear and file his answer in behalf of said infants.

Benjamin Michaelson
Judge

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Nettie M. Ford, Widow, et al	:	No. 10,729 Equity
Complainant	:	In the Circuit Court
	:	for
vs.	:	Anne Arundel County
Harry Ford, et al, Infants	:	
Respondent	:	

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Nettie M. Ford, in answer to the Bill of Complaint exhibited against her, respectfully states:

1. That she admits the allegations set forth in Paragraph 1 of the Bill of Complaint.

2. That she admits the allegations set forth in Paragraph 2.

3. That she admits the allegations set forth in Paragraph 3.

4. In answer to Paragraph 4, the Respondent believes that the price of Seven Thousand Five Hundred Dollars ($7,500.00) for the property mentioned in the proceedings is fair and reasonable, and the sale would be to the best advantage of the infants mentioned in these proceedings.

And having answered the Bill of Complaint as fully as she is advised is necessary, the Respondent prays that she be dismissed with her costs.

As in duty bound,

Nettie M. Ford
Nettie M. Ford

William W. Townshend, Jr.
William W. Townshend, Jr.,
Solicitor

Filed 17 June 1933

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Nettie M. Ford, Widow, et al	:	No. 10,729 Equity
Complainant	:	In the Circuit Court
	:	for
vs.	:	Anne Arundel County
Harry Ford, et al, Infants	:	
Respondent	:	

Filed 18 June, 1953.

ANSWER OF RESPONDENT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Louis M. Strauss, Guardian ad litem for the infant Respondents in the above cause respectfully represents unto your Honors,

These Respondents, being infants under 21 years of age, can neither admit nor deny the allegations set forth in said Bill of Complaint, and therefore submit their rights to the protection of this Honorable Court.

As in duty bound,

Louis M. Strauss

Louis M. Strauss, Guardian ad litem
of Harry Ford, et al, Infants

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NETTIE M. FORD, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
HARRY FORD, INFANT, ET. AL.	:	ANNE ARUNDEL COUNTY
	:	No. 10,729 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

June 19, 1953

Filed 1 Aug. 1953

Present:

Mr. William W. Townshend, Jr., Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer,

Witnesses:

T. Carroll Worthington, page 2.

W. Curtis Hopkins, page 3.

Nettie M. Ford, pages 4; 5, [illegible].

Harry Allen Ford, page 6.

13

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

(Mr. Townshend)

1. What is your name and address?

A. T. Carroll Worthington, Towns-Worth Building.

2. What is your occupation?

A. Realtor.

3. In that capacity are you called upon to appraise real estate?

A. I am.

4. What experience have you had in appraising real estate in Anne Arundel County?

A. I have appraised real estate for the Government, banks, building associations.

5. Have you had occasion to appraise the property of Mrs. Ford and her children located on the Solomon's Island Road?

A. I have.

6. Are you familiar with real estate values in that locality?

A. I am.

7. Have you had an opportunity to appraise the property?

A. I have.

8. What, in your opinion, would be the fair market value of the property?

A. $6500.

9. Will you describe the property?

A. The property consists of a block garage on .5 acres of land, fronting 109 feet on the highway, 34½ feet in the back, on the Solomon's Island Road, 145.85 feet on one side and 114.26 feet on the other side.

10. In your opinion can this property be divided in kind without loss or injury to the parties in interest?

A. It cannot be divided and it would be to the best interest of the parties to sell the property and divide the proceeds.

(Mr. Klawans)

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

T. Carroll Worthington

16

W. Curtis Hopkins, a witness of lawful age, being first duly sworn, depòses and says:

(Mr. Townshend)

1. What is your name and address?

A. W. Curtis Hopkins, Upper Marlboro, Prince George's County.

2. What is your occupation?

A. Real estate business.

3. Have you bought and sold real estate in Anne Arundel County as well as Prince George's County?

A. Yes.

4. Are you experienced in the appraisal of properties in both counties?

A. Yes.

5. Are you familiar with the property that is the subject of this proceeding?

A. I am.

6. Have you had occasion to inspect this property?

A. I have.

7. Will you describe it?

A. It is a garage property.

8. What is its size?

A. It is about 30 feet by 40 feet.

9. What, in your opinion, is the fair market value of this property?

A. $6500 to $7000.

10. Do you think the property can be divided in kind without loss or injury to the parties in interest?

A. No it cannot be divided.

11. Do you feel it would be to the best interest of the parties in interest to sell the property and divide the proceeds?

A. Yes I do, because it cannot be partitioned and I think she would be better off in handling it in this way, to sell it.

(Mr. Klawans)

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

W. Curtis Hopkins

17

Nettie M. Ford, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Townshend)

1. What is your name and residence?

A. Nettie M. Ford, Lothian, Md.

2. How long have you been a resident of Anne Arundel County?

A. All my life.

3. I believe you are the widow of James A. Ford?

A. I am.

4. When did James A. Ford die?

A. 21 October 1948.

5. I believe he died intestate seized and possessed of certain real estate in Anne Arundel County?

A. Yes.

6. Will you identify this paper?

A. This is a deed to my late husband which is part of the property which is the subject of this proceeding.

(DEED FILED AS COMPLAINANTS' EX. A MARKED EXAMINER'S EX. 1)

7. Has the estate of your late husband been administered on?

A. Yes.

8. Who were the administrators?

A. Phipps and Wilson.

9. Has the estate been closed?

A. Yes.

10. Who were the heirs entitled to share in his estate?

A. Myself, Nettie M. Ford, as widow, Harry Allen Ford, 19, Emilie Ford, 18, Eleanor Ann Ford, 17, Iola Ford, 15, and Judith Ford, 8.

11. In whose custody are the infant children?

A. Mine.

12. Who supports the children?

A. I do.

13. You have certain other assets from which you derive an income to support the children?

A. Yes.

14. Can you identify this contract that is filed with the bill of complaint as Complainants' Ex. B?

A. It is the contact for the sale of the property we have just been speaking of. (CONTRACT FILED AS COMPLAINANTS' EX. B MARKED EXAMINER'S EX. 2)

15. Do you feel that it is to the best interest and advantage to the parties in interest to sell this piece of property?

A. Yes.

16. Why do you think it is best to sell it?

A. Due to the fact that it will be hard to lease the place or rent it and the only actual income that I have is from the Post Office to support the five children.

17. Will you describe the garage?

A. The garage is located on .15 acres as shown on the plat attached to Exhibit 2; it is a frame building with a tar roof, cement floor on the work shop and wooden foundation on the other side.

18. Do you feel the price of $7500 is a fair and reasonable price?

A. I certainly do.

19. Did your husband die without a will?

A. Yes.

20. The children you have named are the only heirs at law?

A. Yes.

21. Are they the only children who survived him?

A. Yes.

22. Did you and your husband have any other children?

A. No.

(Mr. Klawans)

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

Nettie M Ford

Nettie M. Ford

Harry Allen Ford, a witness for the plaintiff, after having been duly sworn, deposes and says:

(Mr. Townshend)

1. What is your name and address.

A. Harry Allen Ford, Lothian, Maryland.

2. You are the sone of the late James A. Ford?

A. Yes.

3. Nettie M. Ford is your mother?

A. Yes.

4. You live with your mother?

A. That's right.

5. How old are you?

A. 19.

6. Do you feel it would be to the best interest of you and your mother and sisters to sell this piece of real estate?

A. Yes.

7. It would be agreeable to you to sell it?

A. Yes, it would be best to sell it.

(Mr. Klawans)

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

Harry Allen Ford
Harry Allen Ford

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

Witness my hand and seal this 1st day of August 1953.

Emanuel Klawans (SEAL)
Examiner

E. K. $10.00
K.H.McC. $6.00 Pd 2/1/53
KHM

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NETTIE M. FORD, ET AL	: No. 10,727	Equity
VS.	: In the Circuit Court	
	: for	
HARRY FORD, ET AL INFANTS	: Anne Arundel County	
	:	

DECREE OF COURT

This cause having been submitted for Decree, the proceedings herein were read and considered.

It is thereupon, this 12th day of August, 1953, ADJUDGED, ORDERED and DECREED that the contract herein for the sale of the following property:

0.15 acre, more or less, near Mt. Zion, First Election District, Anne Arundel County, Maryland,

as set out on contract of sale, along with description and plat as prepared by J. R. McCrone, Surveyor, marked "Complainant's Exhibit "B", by and between Nettie M. Ford and the infant Respondents and Louis N. Phipps, be and it is hereby ratified and confirmed, and William W. Townshend, Jr., is hereby appointed Trustee to convey all the right, title and interest of the infant Respondents, Harry Ford, et al, in said property in accordance with the terms and provisions thereof.

And the Trustee, before executing the power conferred upon him by this Decree shall file with the Clerk of this Court a bond to the State of Maryland and executed by himself and a surety or sureties to be approved by this Court in the penalty of SEVENTY HUNDRED FIVE/DOLLARS conditioned upon the faithful performance of the trust reposed in him by this Decree or to be reposed in him by any future Decree or Order in this proceeding.

And upon receipt of the purchase money from the sales, said Trustee shall convey the infant Respondents' interest in said

Filed 12 Aug., 1953

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property to the purchaser by a good and sufficient deed and shall thereafter bring into this Court the money arising from said sale to be distributed under the direction of this Court after the deduction of all costs of this suit, and such commission to the trustee as this Court shall think proper & allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Nicholson
Judge

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LIBER 85 PAGE 219

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 10727 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr. of Anne Arundel County, State of Maryland, as Principal , and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seven Thousand Five Hundred Dollars ($7,500.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 3rd day of August, 1953.

Filed 1st inq. 7/3/53

WHEREAS by decree of the Circuit Court for Anne Arundel County in a cause entitled "Nettie Ford, et al, vs. Harry Ford, et al", No. 10,727 Equity, the above bounden Principal was appointed Trustee to make sale of the property mentioned in said proceedings, and whereas the said Principal is about to execute said power and make sale of the said property.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH: That if the above bounden does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any court of equity in relation to the sale of said property, or to the proceeds of said sale, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Margaret B. Hendrix
Margaret B. Hendrix

William W. Townshend, Jr. (SEAL)
William W. Townshend, Jr.

PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Margaret B. Hendrix
Margaret B. Hendrix

Approved this 1st inq. 7/3/53
John H. Hopkins, 3rd
Clerk

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LIBER 85 PAGE 220

NETTIE M. FORD, ET AL	:	No. 10,729 Equity
	:	In the Circuit Court for
VS.	:	Anne Arundel County
HARRY FORD, ET AL INFANTS	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William W. Townshend, Jr., Trustee, appointed by the Decree in this cause, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of his trust, as required by said Decree, he did sell to Louis N. Phipps the property mentioned in these proceedings at private sale for the sum of Seven Thousand Five Hundred Dollars ($7,500.00), that is to say, all that lot or parcel of ground containing 0.15 acre, more or less, near Mt. Zion, First Election District, Anne Arundel County, State of Maryland, as more particularly set forth in Complainant's Exhibit "B", and being a part of the same property conveyed to James Alvin Ford by Joseph L. Gibson and Anna S. Gibson, his wife, by deed dated September, 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 12, Folio 184.

That the purchaser has paid the full purchase price of Seven Thousand Five Hundred Dollars ($7,500.00) to the Trustee and that the Trustee avers that the price obtained for the property is a fair and reasonable one, and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

William W. Townshend, Jr., Trustee

Filed 14 Aug., 1933.

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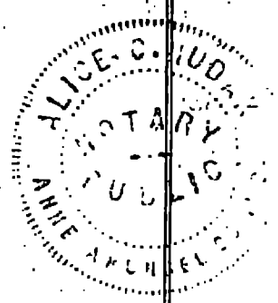
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of August, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., and acknowledged that the facts and things as set forth in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.



Alice C. Hudak

Alice C. Hudak, Notary Public

LIBER 85 PAGE 222

ORDER NISI

NETTIE M. FORD, Widow, Mother and Next of Friend of HARRY FORD, et al, Infants

versus

HARRY FORD, EMILIE FORD, ANN FORD, et al, Infants, et al, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,729 Equity

Filed 17 Sept, 1953.

Ordered, this 17 day of September, 19 53, That the sale of the Real Estate in these Proceedings mentioned,

made and reported by William W. Townshend, Jr.,

Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of October next.

The report states that the amount of sales to be $ 7,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

NETTIE M. FORD, Widow, Mother and Next of Friend of HARRY FORD, et al, Infants

versus

HARRY FORD, EMILIE FORD, ANN FORD, et al, Infants, et al, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 21 Oct, 1953.

ORDERED BY THE COURT, This 21st day of October, 19 53, that the sale made and reported by the Trustee 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 allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

LIBER 85 PAGE 223 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,729 Equity

NETTIE M. FORD, Widow, Mother and Next of Friend of HARRY FORD, et al, Infants

Vs.

HARRY FORD, EMILIE FORD, ANN FORD, et al, Infants, et al, etc.

Ordered, this 17th day of September, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 20th day of October next.

The report states that the amount of sales to be $7,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 21 Oct. 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 19, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10729

Nettie M. Ford

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 20th day of October, 1953. The first insertion being made the 18th day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E. C. 10476

LIBER 85 PAGE 224

In the Case of

Nettie M. Ford, Widow,
et al
VS.
Harry Ford, Infant,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,729 Equity

To the Honorable, the Judges of said Court:

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

Filed 30 Oct., 1953

October 28, 1953

All of which is respectfully submitted.

Laura K. Ficklin
Auditor

Dr. Nettie M. Ford, Widow, et al vs. Harry Ford, Infant, et al in ac.

To Trustee for Commissions, as agreed, viz:	50 00	50 00
To Trustee for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	42 75	
Jos. W. Alton, Jr. - Sheriff's costs	13 05	
Emanuel Klawans - Examiner's fee	10 00	
Katharine H. McCutchan - stenographer	6 00	
Louis M. Strauss - guardian ad litem's fee	4 00	
Auditor - stating this account	18 00	
		103 80
To Trustee for Expenses, viz:		
Capital-Gazette Press - Order nisi (sale)	16 00	
Capital-Gazette Press - Order nisi (acct)	6 00	
Globe Indemnity Co. - bond premium	30 00	
J. R. McCrone, Jr., Inc. - survey, plat and description of property	32 00	
One-half Federal documentary stamps	4 13	
One-half State documentary stamps	4 12	
Alice C. Hudak - notary fees	1 00	93 25
BALANCE FOR DISTRIBUTION - $7264.23		
Distributed to the heirs at law of James Alvin Ford, deceased, as follows:		
Nettie M. Ford, widow - one-third	2,421 41	
Harry A. Ford, son - two-fifteenths	968 56	
Emilie Ford, daughter - two-fifteenths	968 56	
Eleanor Ann Ford, daughter - two-fifteenths	968 56	
Iola Ford, daughter - two-fifteenths	968 57	
Judith Ford, daughter - two-fifteenths	968 57	7,264 23
		7,511 28

with William W. Townshend, Jr., Trustee

				Cr.
1953				
Aug.	12	Proceeds of Sale	7,500 00	7,500 00
		Refund 1953 State and County taxes ($29.35 - 141 days)	11 28	11 28
				7,511 28

ORDER NISI

LIBER 85 PAGE 227

Nettie M. Ford,

Widowm et al

VERSUS

Harry Ford,

Infant, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,729 Equity.

ORDERED, This 30 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 4 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 4 day of December next.

John F. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th 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.

Nisi d. 30 Oct., 1953.

LIBER 85 PAGE 228

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 10729

Nettie M. Ford

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 4th day of December, 1953. The first insertion being made the 2nd day of November, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,729 Equity
NETTIE M. FORD, Widow, et al
Vs.
HARRY FORD, Infant, et al.

Ordered, this 30th 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 4th 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 4th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-10

No. E. C. 33

Filed Dec. 9 1953

Liber 85 Page 229

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUTT COURT
THURMAN DAVID TIMMS and	*	FOR
LUNA V. TIMMS, his wife	*	ANNE ARUNDEL COUNTY
	*	# 10,573 Equity

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

MR. CLERK:

Please docket this case and file the original Mortgage.

Edward G. Raney

Attorney-named-in-the-Mortgage

Filed 23 Sept, 1932.

BOOK 640 PAGE 423 LIBER 85 PAGE 230

No. 10,573 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 12th day of May , in the year one thousand nine hundred and fifty-one , between THURMAN DAVID TIMMS and LUNA W. TIMMS, his wife, of Anne Arundel County , in the State of Maryland, Mortgagor (s), and Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to THURMAN DAVID TIMMS and LUNA W. TIMMS, his wife, the sum of Three Thousand and 00/100 ($3,000.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6....% per annum, in the manner following:

By the payment of Twenty-five and 32/100 ($25.32) dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said THURMAN DAVID TIMMS and LUNA W. TIMMS, his wife, do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot , piece , or parcel of ground situate, lying and being in Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

All that lot or parcel of ground located in the Seventh Election District of Anne Arundel County, Maryland, which is designated as Lot No. 10 of Block "A" on the Plat of Deale Park, duly recorded among the Land Records of Anne Arundel County, Maryland in Liber W.M.B. No. 1, folio 49, said lot having a width of 50 feet on a 30 foot road and an even depth of 100 feet as shown on the aforesaid plat.

Filed 23 Sept, 1952

BEING the identical property which was conveyed unto the above named Mortgagors from William A. Pittman and Mary Ruth Pittman, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

And the said mortgagor(s) THURMAN DAVID TIMMS and LUNA W. TIMMS, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6.....% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

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

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

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

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

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

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

WITNESS:

Edward G. Chaney

Thurman David Timms (SEAL)

Thurman David Timms

Luna W. Timms (SEAL)

Luna W. Timms

..... (SEAL)

..... (SEAL)

LIBER 85 PAGE 233

State of Maryland, Anne Arundel County, to wit: BOOK 640 PAGE 426

I HEREBY CERTIFY, that on this 12th day of May, in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared THURMAN DAVID TIMMS and LUNA W. TIMMS, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

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

As witness my hand and Notarial Seal.

Edward G. Chaney

Edward G. Chaney Notary Public

My commission expires on May 7, 1951.

Recorded- 30th August, 1951, at 10 A.M.

PURCHASE MONEY

Mortgage

FROM

THURMAN DAVID TIMMS and

LUNA W. TIMMS, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lot No. 10, Blk. "A", Deale Park, A.A.Co., Md.

Received for record Aug 30 1957 at 10 o'clock A M.

Same day recorded in Liber Jmd No. 640 folio 423 &c. one of the Land Records of Anne Arundel County and examined per Jan 1 to plus 2 Clerk.

Cost of Record $

ATTORNEY AT LAW
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 85 PAGE 234

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THURMAN DAVID TIMMS and	*	FOR
LUNA W. TIMMS, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,573 Equity

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

STATEMENT OF MORTGAGE CLAIM

Filed 19 May, 1953.

State/ment of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Thurman David Timms and Luna W. Timms, his wife, dated the 12th day of May, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 640 at folio 423, said Mortgage being in default.

Balance due upon principal	$ 2,067.20
To interest from May 19, 1953.	118.82
Total.	$ 2,986.02
Less expense account credit.	$ 54.34
Total.	2,931.68

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

I HEREBY CERTIFY that, on this 19th day of May, 1953, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Edward G. Chaney
Notary Public

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Jud. 14073. LIBER 85 PAGE 235

MORTGAGEE OR ATTORNEYS' BOND

No. 10,573 Equity

Know all Men by these Presents:

THAT WE Edward G. Chaney- Attorney named in mortgage Annapolis of

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 Thirty- five hundred and 00/100 Dollars, to be paid to the said State or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 19 day of May in the year of our Lord nineteen hundred and 53

WHEREAS, the above bounden Edward G. Chaney by virtue of a power contained in a mortgage from Thurman David Timms and his wife Luna W.

to Enterprise Federal Savings & Loan Asso. of Annapolis, Md.

dated May 12, 1951 and recorded in Liber JHH No. 640 folio 423 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 Attorney- Edward G. Chaney is about to execute the power vested in him in said mortgage.

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

Betty Parks

Edward G. Chaney [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

Per Chas. F. Lee, Jr. President
of Charles F. Lee & Co., Inc.

ATTEST: Irma J. Myers Secretary

Approved this 19 May, 1953.
John H. Hopkins, 3rd, Clerk.

Filed 19 May, 1953.

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GEORGE W. SCIB. - - LIBER 85 PAGE 236 - - - - Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

SITUATE AT DEALE, SEVENTH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from Thurman David Timms and Luna W. Timms, his wife, dated the 12th day of May, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 640, at folio 423, the undersigned, as Attorney named in the Mortgage, to foreclose in event of default and default having occurred, will offer for sale at public auction at the Court House Door at Annapolis, Maryland, on

Tuesday, May 19th, 1953

AT 11 O'CLOCK, A.M.

All that lot, piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows.

All that lot or parcel of ground located in the Seventh Election District of Anne Arundel County, Maryland, which is designated as Lot No. 10 of Block "A" on the Plat of Deale Park, duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber W. M. B. No. 1, folio 49, said lot having a width of 50 feet on a 30-foot road and an even depth of 100 feet as shown on the aforesaid plat.

BEING the identical property which was conveyed unto the above named Mortgagors from William A. Pittman and Mary Ruth Pittman, his wife, by deed dated the 12th day of May, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 640, at folio 423.

The said property being improved by a modern frame dwelling of four rooms and bath with conveniences.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY,
Attorney Named in the Mortgage,
Towns-Worth Building,
Annapolis, Maryland.

Filed 29 June, 1953.

LIBER 85 PAGE 237

I/We hereby certify that I/We purchased the property described on the reverse side of this Hand Bill at and for the price of $ 3,000.00 and I/We agree to abide by the terms therein.

Witness my/our hand and seal this 19th day of May, 1953.

Attest:

ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD.

By: D. Gardner Cheney (SEAL)
President

_____ (SEAL)

Mary L. Brust
ASS'T. SECRETARY

Filed 29 June, 1953.

I hereby certify that I sold property described on the reverse side of this Hand Bill to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD. at and for the price of $ 3,000.00 he/they, being then and there the highest bidder therefor.

Witness my hand and seal this 19th day of May, 1953.

Witness:

_____ (SEAL)
Auctioneer

Betty Parks

HAND BILL WITH REPORT OF SALE

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THURMAN DAVID TIMMS, and	*	FOR
LUNA J. TIMMS, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10, 573 Equity

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

Filed 29 June, 1953

That under and by virtue of power of sale contained in a Mortgage to ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. from THURMAN DAVID TIMMS and LUNA J. TIMMS, his wife, dated the 12th day of May, 1951, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 1, folio 49, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, May 19th, 1953, at eleven o'clock a.m.; and, then and there in the presence of a number of persons did proceed to sell at public sale to the ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. at and for the sum of Three Thousand and 00/100 ($3,000.00) Dollars, it being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

> All that lot, piece or parcel of ground situate lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows.

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All that lot or parcel of ground located in the Seventh Election District of Anne Arundel County, Maryland, which is designated as Lot No. 10 of Block "A" on the Plat of Deale Park, duly recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.M.R. No. 1, folio 49, said lot having a width of 50 feet on a 30-foot road and an even depth of 100 feet as shown on the aforesaid plat.

BEING the identical property which was conveyed unto the above named Mortgagors from William A. Pittman and Mary Ruth Pittman, his wife, by deed dated the 12th day of May, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.M.H. No. 640, at folio 423.

The said purchaser has paid a deposit of Three Hundred and 00/100 ($300.00) Dollars and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

All of which is respectfully submitted.

Edward G. Laney
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19 day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Attorney in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

MARY P. SMITH NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Mary P. Smith
Notary Public

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ORDER NISI

LIBER 85 PAGE 241

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

THURMAN DAVID TIMMS, and
LUNA W. TIMMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,573 Equity

Filed 29 June, 1953.

Ordered, this 29 day of June, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in Mortgage, ~~Trustees~~,

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

The report states that the amount of sales to be $ 3,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

THURMAN DAVID TIMMS, and
LUNA W. TIMMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 13 Aug., 1953.

..... Term, 19

ORDERED BY THE COURT, This 13th day of August, 19 53 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 85 PAGE 242

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THURMAN DAVID TIMES and	*	FOR
LUNA W. TIMES, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,573 Equity

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

PETITION TO SUBSTITUTE PURCHASER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Filed 29 June, 1953.

The Petition of Enterprise Federal Savings and Loan Association, of Annapolis, Maryland, Inc., by Edward G. Chaney, its Solicitor, respectfully shows:

1. That on Tuesday, May 19, 1953, at Public Sale, it being the highest bidder therefor, it purchased the property described in this proceeding, namely, Lot No. 10 of Block A, on the Plat of Deale Park, Seventh Election District of Anne Arundel County, State of Maryland.

2. That it paid the deposit of Three Hundred ($300.00) Dollars required under the terms of sale unto the Attorney named in the Mortgage and agreed to abide by the terms of the sale.

3. That it has sold all of its right, title and interest in said property unto WALTER M. BAUMAN and VIVIENNE E. BAUMAN, his wife, subject to the Order of this Court.

WHEREFORE, your Petitioner prays the Court to pass an Order substituting the said purchasers in their place and stead.

AND as in duty bound, etc.

ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION

By: R. Gardiner Chaney
President

Edward G. Chaney
Solicitor for Petitioner

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STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 29th day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Inc., who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge, information and belief; and, the said R. Gardiner Chaney, also made oath in due form of law that he was duly authorized to act herein in behalf of the said Corporation.

As witness my hand and Notarial Seal.

Edward G. Laney
Notary Public

ASSENT OF SUBSTITUTED PURCHASERS

We hereby assent to the passing of a Decree by the Circuit Court for Anne Arundel County substituting us as the purchasers of the property described in this proceeding and agree to abide by the terms of sale, and to pay the costs of these proceedings.

Vivienne E. Bauman
Walter H. Bauman
Substituted Purchasers

Filed 29 June, 1953

District of Columbia
~~STATE OF MARYLAND~~, ~~County~~, 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~~ District of Columbia, ~~in and for the County~~ aforesaid, personally appeared WALTER H. BAUMAN and VIVIENNE E. BAUMAN, his wife, who acknowledged the foregoing Assent to be their act and deed.

As witness my hand and Notarial Seal.

John C. Weedon Jr.
Notary Public

15

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
THURMAN DAVID TIMMS and	*	FOR
LUNA W. TIMMS, his wife	*	ANNE ARUNDEL COUNTY
	* No. 10,573	Equity

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

ORDER OF COURT

Filed 29 June, 1953.

ORDERED, this 29th day of June, 1953, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and Assent that WALTER M. BAUMAN and VIVIENNE E. BAUMAN, his wife, be and are substituted as purchasers of the property described in this proceeding, they to pay all costs of this proceeding.

Benjamin Michaelson
Judge

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LIBER 85 PAGE 245

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 3*, 1953

We hereby certify, that the annexed

Order Nisi - Sales - Eq. 10573

Thurman David Timms

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 *31st* day of *July*, 1953. The first insertion being made the *30th* day of *June*, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By *Marie Tate*

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,573 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF THURMAN DAVID TIMMS, and LUNA W. TIMMS, his wife.

Ordered, this 20th day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of July next.

The report states that the amount of sales to be $8,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-21

Filed 12 Aug., 1953.

No. E. C. *9748*

1st

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~VS~~
Thurman David Timms
and
Luna W. Timms, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,573 Equity

To the Honorable, the Judges of said Court:

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

Filed 23 Oct., 1953.

October 23, 1953

All of which is respectfully submitted.

Laura H. Jickling
Auditor.

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Dr. In the Matter of the Mortgaged Real Estate of Thurman David Timms and Luna W. Timms, his wife — in ac.

To Attorney for Commissions, viz:	121 62	
To Attorney for Fee, viz:	35 00	156 62
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	21 25	
Auditor - stating this account	9 00	40 25
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	37 52	
Capital-Gazette Press - handbills	9 69	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Maryland Casualty Co. - bond premium	14 00	
George W. Scible - auctioneer's fee	25 00	
One-half Federal documentary stamps	1 93	
One-half State documentary stamps	1 92	
Mary P. Smith - notary fee	50	104 36
To Attorney for Taxes, viz:		
1953 State and County taxes ($26.76-adj)	10 59	10 59
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim filed	2,931 68	
Interest paid on purchase price by substituted purchaser	54 00	2,985 68
To Thurman D. Timms and Luna W. Timms, his wife, mortgagors - this balance	68 32	68 32
		3,366 02

19

with Edward G. Chaney, Attorney named in Mortgage Cr.

1953				
May	19	Proceeds of Sale	3,000 00	
		Interest on deferred payment to 9/21/53	54 00	3,054 00
		Expenses of foreclosure proceedings paid by substituted purchaser, as agreed	312 02	312 02
				3,366 02

Filed 23 Oct, 1953.

Filed Dec. 2" 1953

ORDER NISI

In the Matter of the
Mortgaged Real Estate
of ~~XXXXXX~~
Thurman David Timms
and
Luna W. Timms, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,573 Equity.

LIBER 85 PAGE 249

ORDERED, This 23 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 30 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 30 day of November next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22 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 Nicholson
Judge

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No 10,573 Equity
In The Matter Of The Mortgaged Real Estate Of THURMAN DAVID TIMMS And LUNA W. TIMMS, His Wife.

Ordered, this 23rd 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 30th 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 30th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.
n-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov 24, 1953

We hereby certify, that the annexed Order Nisi - Aud. Acct - Eq - 10,573 Thurman David Timms.

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 30th day of Nov, 1953. The first insertion being made the 27th day of Oct, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

No. E.C. 10,573

Filed Dec. 1" 1953

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LIBER 85 FOLIO 250

SOUTHERN MUNICIPAL CORPORATION, a body corporate 236 Main Street Annapolis, Maryland Plaintiff vs. RUSSELL D. GRUND and MILDRED M. GRUND, his wife North Beach, Calvert County Maryland, and ARTHUR F. MITCHELL, also known as ARTHUR S. MITCHELL, and DORIS D. MITCHELL, his wife 226 Fourteenth Street, S. E. Washington, D. C., and Any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,786

Lots 6, 7 and 8 of Re-Subdivision of Original Lots 1 - 10, Block 21, Plat of North Beach Park, Plat W. N. W. 3, folio 60, Eighth Election District of Anne Arundel County.

Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District of Anne Arundel County.

Defendants

BILL TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That it is a Corporation duly organized and existing under the laws of the State of Delaware, and duly registered and qualified in the State of Maryland, and brings this action for the purpose of foreclosing all rights of redemption in and to the property hereinafter set forth, under and by virtue of Sections7 - 114, inclusive, of Article 81 of the Annotated Code of Maryland (1951 Edition).

2. That on October 8, 1951, your Plaintiff, at a regular tax sale purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and

Filed 4 Aug., 1953.

received certificates of tax sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, namely:

Certificate No. 1633, Lots 6, 7 and 8 of Re-Subdivision of original Lots 1 - 10, Block 21, Plat W. N. W. 3, folio 60, as shown on the Plat of North Beach Park, Eighth Election District, Anne Arundel County, and assessed to Russell D. Grund.

Certificate No. 1629, Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District, Anne Arundel County, and assessed to Arthur S. and Doris D. Mitchell.

3. That said tax sale Certificates Nos. 1633 and 1629 and dated October 8, 1951, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith and prayed to be read and considered as a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records and the Records of the Register of Wills for Anne Arundel County reveals that Russell D. Grund and Mildred M. Grund, his wife, are the record owners of Lots 6, 7 and 8 of a re-subdivision of original Lots 1 - 10, Block 21, Plat of North Beach Park, Plat W. N. W. 3, folio 60, in the Eighth Election District of Anne Arundel County, by virtue of a deed from Robert B. Cason & Company, Inc., dated December 16, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. 18, folio 295. Said Land, Law, Equity and Register of Wills Records also reveal that Arthur F. Mitchell and Doris D. Mitchell, his wife, are the record owners of Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District of Anne Arundel County, as shown on plat recorded in Plat Cabinet 1, Rod A-9, Plat No. 9, by virtue of a deed from Columbia Beach, Inc., dated May 21, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H., 259, folio 406.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein or by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned, that the aforesaid final tax sale held on October 8, 1951, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid for the years 1950 and 1951 to the said Anne Arundel County and said State of Maryland, and Plaintiff bid and paid for Certificate No. 1633 in the amount of $80.80 and bid and paid for Certificate No. 1629 in the amount of $39.82. The amount necessary for redemption of Certificate No. 1633 is $80.80, plus taxes to date, penalties, interest and the total disbursements of the holder of the certificate of sale and costs. The amount necessary for redemption of Certificate No. 1629 is $39.82, plus taxes to date, penalties, interest and the total disbursements of the holder of the certificate of sale and costs.

To the end, therefore, Your Petitioner prays:

1. That writs of subpoenas be issued and served upon the Defendants commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

2. That an Order of Publication be granted unto Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this complaint.

3. That the Court herein enter a final decree foreclosing all rights of redemption of the Defendants and all persons having or claiming to have interest in the hereinbefore described property.

4. That the final decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute in fee simple and free and clear of any and all liens, claims and encumbrances.

5. And for such other and further relief as the nature of the case may require and to the Court may seem just and proper,

AND as in duty bound, etc.

SOUTHERN MUNICIPAL CORPORATION

By C. Maurice Weidemeyer

C. Maurice Weidemeyer
President.

3

C. Maurice Weidemeyer

Basil E. Moore, Jr.
236 Main Street
Annapolis, Maryland
Attorneys for Plaintiff

STATE OF MARYLAND)
) To Wit:
COUNTY OF ANNE ARUNDEL)

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says that he is President of SOUTHERN MUNICIPAL CORPORATION and has read the foregoing Bill to Foreclose Equity of Redemption by him signed and knows the contents thereof and verily believes the same to be true.

C. Maurice Weidemeyer

SUBSCRIBED and sworn to before me this 4" day of August, 1953.

Basil E. Moore, Jr.
Notary Public

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1633 LIBER 85 PAGE 254

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to Southern Municipal Corp at public auction for the sum of 80 Dollars and 80 Cents, of which 80.80 Dollars has been paid as a deposit on the property in 8 Dist described as Lots 6-7-8- & re-sub- of Orig. Lots 1 to 10 Blk 21 Plat 2 W N 24 3-60 as shown on the Plat of North Beach Park.

and assessed to Russell D. Grumbs

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Filed 4 Aug. 1953.

LIBER 85 PAGE 255

1629

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ... County Treasurer ....., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to Southern Municipal Corp at public auction for the sum of 39 Dollars and 82 Cents, of which 39.82 Dollars has been paid as a deposit on the property in 7 Dist described as Lots 12-13 Blk 3 as shown on the plat of Columbia Beach A A Co.

and assessed to Arthur L. Davis & Mother

The property described herein is subject to redemption. Upon redemptiou the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

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, Jr. Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Stevens
Notary Public.

My Commission Expires May 4, 1953

NELLIE ELIZABETH STEVENS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Filed 4 Aug, 1953.

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SOUTHERN MUNICIPAL CORPORATION, a body corporate 236 Main Street Annapolis, Maryland Plaintiff vs. RUSSELL D. GRUND and MILDRED M. GRUND, his wife North Beach, Calvert County Maryland, and ARTHUR F. MITCHELL, also known as ARTHUR S. MITCHELL, and DORIS D. MITCHELL, his wife 226 Fourteenth Street, S. E. Washington, D. C., and Any and all persons having or claiming to have any interest in the following described real es- tate, located in Anne Arundel County, Maryland	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,786

Lots 6, 7 and 8 of Re-Subdivision of Original Lots 1 - 10, Block 21, Plat of North Beach Park, Plat W. N. W. 3, folio 60, Eighth Election District of Anne Arundel County.

Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District of Anne Arundel County.

Defendants

ORDER OF PUBLICATION

The object and purpose of this proceedings is to secure the foreclosure of all rights of redemption of the Defendants in the following described property located in Anne Arundel County and sold on the 8th day of October, 1951, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, for taxes due for the year 1950, to Southern Municipal Corporation, Plaintiff, in this proceeding; said property sold by Tax Certificate No. 1633 is assessed and described on the books of assessment and taxation as Lots 6, 7 and 8 of Re-Subdivision of

Filed 4 Aug., 1953.

Original Lots 1 - 10, Block 21, Plat of North Beach Park, Plat W. N. W. 3, folio 60, Eighth Election District of Anne Arundel County, Maryland, and assessed to Russel D. Grund; that said Tax Sale Certificate No. 1633 was sold to the Plaintiff, Southern Municipal Corporation, for $80.80, of which sum the whole amount has been paid on account.

Said Tax Sale Certificate No. 1629 was sold on the 8th day of October, 1951, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for State of Maryland and Anne Arundel County, for taxes due for the year 1950, to Southern Municipal Corporation, Plaintiff, in this proceeding; said property sold by Tax Certificate No. 1629 is assessed and described on the books of assessment and taxation as Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District, Anne Arundel County, Maryland, and assessed to Arthur S. and Doris D. Mitchell; that said Tax Sale Certificate No. 1629 was sold to the Plaintiff, Southern Municipal Corporation, for $39.82, of which sum the whole amount has been paid on account.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have expired from the date of said sale on October 8, 1951.

It is thereupon this 4 day of August, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, before the 14 day of October, 1953, next, warning the said Russell D. Grund and Mildred M. Grund, his wife, and Arthur F. Mitchell, also known as Arthur S. Mitchell, and Doris D. Mitchell, his wife, and any and any and all other persons having or claiming to have any interest in the above-mentioned parcels of land and all persons interested in said property, to be and appear in this Court, in person or by solicitor, on or before the 30 day of October, 1953, and redeem the property, and answer the Bill of Complaint, or thereafter a final decree will be passed foreclosing all rights of redemption in the properties, and vesting in Plaintiff, Southern Municipal Corporation, a title free and clear of all encumbrances.

John H. Robbins, 3rd.
Clerk

IN THE CIRCUIT COURT
FOR ANNE ARUN' COUNTY
Equity No. 50

C. MAURICE WEIDEMEYER BASIL E. MOORE, JR., 236 Main Street, Annapolis, Maryland, Attorneys for Plaintiff

SOUTHERN MUNICIPAL CORPORATION, a body corporate, 238 Main Street, Annapolis, Maryland, Plaintiff,

Vs.

RUSSELL D. GRUND and MILDRED M. GRUND, his wife, North Beach, Calvert County, Maryland, and

ARTHUR F. MITCHELL, also known as ARTHUR S. MITCHELL, and DORIS D. MITCHELL, his wife, 220 Fourteenth Street, S. E., Washington, D. C., and

Any and all persons having or claiming to have any interest in the following described real estate, located in Anne Arundel County, Maryland.

Lots 6, 7 and 8 of Re-Subdivision of Original Lots 1-10, Block 21, Plat of North Beach Park, Plat W. N. W. 3, folio 60, Eighth Election District of Anne Arundel County.

Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District of Anne Arundel County.

Defendants

ORDER OF PUBLICATION

The object and purpose of this proceedings is to secure the foreclosure of all rights of redemption of the Defendants in the following described property located in Anne Arundel County and sold on the 8th day of October, 1951, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, for taxes due for the year 1950, to Southern Municipal Corporation, Plaintiff, in this proceeding; said property sold by Tax Certificate No. 1,033 is assessed and described on the books of assessment and taxation as Lots 6, 7 and 8 of Re-Subdivision of Original Lots 1-10, Block 21, Plat of North Beach Park, Plat W. N. W. 3., folio 60, Eighth Election District of Anne Arundel County, Maryland, and assessed to Russel D. Grund; that said Tax Sale Certificate No. 1033 was sold to the Plaintiff, Southern Municipal Corporation, for $80.80, of which sum the whole amount has been paid on account.

Said Tax Sale Certificate No. 1029 was sold on the 8th day of October, 1951, by Joseph H. Griscom Sr., County Treasurer and Collector of Taxes for State of Maryland and Anne Arundel County, for taxes due for the year 1950, to Southern Municipal Corporation, Plaintiff, in this proceeding: said property sold by Tax Certificate No. 1029 is assessed and described on the books of assessment and taxation as Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District, Anne Arundel County, Maryland, and assessed to Arthur S. and Doris D. Mitchell: that said Tax Sale Certificate No. 1029 was sold to the Plaintiff, Southern Municipal Corporation, for $30.82, of which sum the whole amount has been paid on account.

The Bill of Complaint states; among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day have expired from the date of said sale on October 8, 1951.

It is thereupon this 4th day of August, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED, that notice be given by the insertion of a copy of this Order of publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, before the 14th day of October, 1953, next, warning the said Russell D. Grund and Mildred M. Grund, his wife, and Arthur F. Mitchell, also known as Arthur S. Mitchell, and Doris D. Mitchell, his wife, and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court, in person or by solicitor, on or before the 30th day of October, 1953, and redeem the property foreclosing all rights of redemption in the properties, and vesting in Plaintiff, Southern Municipal Corporation, a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

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OFFICE OF
LIBER 85 PAGE 258
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 Publication - Eq. 10786

Russell D. Grund

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of October, 1953. The first insertion being made the 13th day of August, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 23 Sept., 1953.

LIBER 85 FOLIO 259

SOUTHERN MUNICIPAL CORPORATION :
a body corporate
236 Main Street
Annapolis, Maryland :

Plaintiff

vs. :

IN THE CIRCUIT COURT

RUSSELL D. GRUND and :
MILDRED M. GRUND, his wife
North Beach, Calvert County
Maryland, and : :

FOR

ARTHUR F. MITCHELL
also known as :
ARTHUR S. MITCHELL, and
DORIS D. MITCHELL, his wife
226 Fourteenth Street, S. E. :
Washington, D. C., and

ANNE ARUNDEL COUNTY

Any and all persons having or :
claiming to have any interest
in the following described real
estate, located in Anne Arundel :
County, Maryland:

Equity No. 10786

Lots 6, 7 and 8 of Re-Subdivision of Original Lots 1 - 10, Block 21, Plat of North Beach Park, Plat W. N. W. 3, folio 60, Eighth Election District of Anne Arundel County.

Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District of Anne Arundel County.

Defendants.

. . . . . .

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued herein has been duly published in in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, as prescribed by said Order against the Defendants, Russell D. Grund and Mildred M. Grund, his wife, Arthur F. Mitchell, also known as Arthur S. Mitchell, and Doris D. Mitchell, his wife, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 8th day of October, 1951, for non-payment of taxes due for the year 1950.

Filed 4 Nov, 1953.

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AND it further appearing that subpoenas issued out of this Court directed to the said Defendants, Russel D. Grund and Mildred M. Grund, his wife, were duly served on them by the Sheriff of Calvert County, Maryland, on August 19, 1953, as will more fully appear from the Sheriff's Return filed herein, and the Defendants, Arthur F. Mitchell, also known as Arthur S. Mitchell, and Doris D. Mitchell, his wife, being non-residents, have been duly served by publication.

AND it further appearing that said Defendants have failed to enter their appearance herein person or by solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said Defendants could so appear and file an Answer having now expired, it is, thereupon, this 4th day of November, 1953, by the Circuit Court for Anne Arundel County, in Equity

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendants, Russell D. Grund, Mildred M. Grund, his wife, and Arthur F. Mitchell, also known as Arthur S. Mitchell, and Doris D. Mitchell, his wife, and all persons having or claiming to have any interest in the real estate therein described as same is assessed to said Defendants and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 8th day of October, 1951.

Benjamin Michaelson
Judge

LIBER 85 FAGE 261

SOUTHERN MUNICIPAL CORPORATION, A BODY CORPORATE,	:	IN THE
Plaintiff,	:	CIRCUIT COURT
vs.	:	FOR
RUSSELL D. GRUND AND MILDRED M. GRUND, his Wife, et al, and	:	ANNE ARUNDEL COUNTY
ARTHUR F. MITCHELL, and DORIS D. MITCHELL, his wife	:	EQUITY NO. 10,786
Defendants	:	

: : : :

Filed Dec 8 1953

AFFIDAVIT OF MAILING

STATE OF MARYLAND)
)ss.
ANNE ARUNDEL COUNTY)

C. MAURICE WEIDEMEYER, being first duly sworn and on oath deposes and says: that as Attorney for the Plaintiff he mailed by Registered Mail, Return Receipt Requested, on August 18, 1953, a copy of the Bill of Complaint filed herein, and the Order of Publication to each of the non-resident Defendants, Arthur F. Mitchell and Doris D. Mitchell, his wife, to their last known address, to 26 - 14th Street, S.E., Washington, D. C. That Registry Receipts for said two letters and the return receipt showing the delivery of two said Registry Letters are attached hereto, and made a part hereof, and that no reply thereto was ever received by the Plaintiff or Counsel for the Plaintiff.

C. Maurice Weidemeyer

SUBSCRIBED and sworn to before me this 8th day of December, 1953.

Basil E. Moore, Jr.
Notary Public for State of Maryland
Basil E. Moore, Jr.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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LYER 85 PAGE 202

Form 3811
Rev. 1-62

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1 _____
(Signature or name of addressee)

2 _____
(Signature of addressee's agent if any should enter addressee's name on this ONE above)

Date of delivery _____, 19__

U. S. GOVERNMENT PRINTING OFFICE 16—19431-8

Form 3811
Rev. 1-62

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1 _____
(Signature or name of addressee)

2 _____
(Signature of addressee's agent if any should enter addressee's name on this ONE above)

Date of delivery _____, 19__

U. S. GOVERNMENT PRINTING OFFICE 16—19431-8

Form 3806-S (Rev. 2-62)

Receipt for Registered Article No. 563 Postmaster per _____

POSTMARK

Fee paid ___ cents. *Class postage* _____

Declared value _____ Surcharge paid, $_____

Return Receipt fee _____ Spl. Del'y fee _____
Delivery restricted to addressee:

In person _____, or order _____ *Fee paid*_____
Accepting employee will place his *initials* in space indicating restricted delivery.

67—16—19433-8 GPO

NOTICE TO SENDER—Enter below name and address of addressee as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.

_____
(Name of addressee) (P. O. and State of address)

Form 3806-S (Rev. 2-62)

Receipt for Registered Article No. 564 Postmaster per _____

POSTMARK

Fee paid ___ cents. *Class postage* _____

Declared value _____ Surcharge paid, $_____

Return Receipt fee _____ Spl. Del'y fee _____
Delivery restricted to addressee:

In person _____, or order _____ *Fee paid*_____
Accepting employee will place his *initials* in space indicating restricted delivery.

67—16—19433-8 GPO

NOTICE TO SENDER—Enter below name and address of addressee as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.

_____
(Name of addressee) (P. O. and State of address)

SOUTHERN MUNICIPAL CORPORATION, A BODY CORPORATE, Plaintiff, vs. RUSSELL D. GRUND AND MILDRED M. GRUND, HIS WIFE, ET AL, Defendants,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 10,786

: : : : : :

FINAL DECREE

Filed Dec. 8, 1953

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, RUSSELL D. GRUND and MILDRED M. GRUND, his wife, ARTHUR F. MITCHELL, also known as ARTHUR S. MITCHELL, and DORIS D. MITCHELL, his wife, and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to appear to answer the Bill of Complaint by virtue of Subpoenas served on RUSSELL D. GRUND and MILDRED M. GRUND, his wife, and an Order of Publication directed to all Defendants herein (ARTHUR F. MITCHELL, also known as ARTHUR S. MITCHELL, and DORIS D. MITCHELL, his wife, non-residents of the State of Maryland), and they having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiff, it is, thereupon, this 8th day of December, 1953, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED AND DECREED, that all rights of redemption to the property mentioned herein of the Defendants, RUSSELL D. GRUND and MILDRED M. GRUND, his wife, ARTHUR F. MITCHELL, also known as ARTHUR S. MITCHELL, and DORIS D. MITCHELL, his wife, and all persons having or claiming to have

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any interest in the hereinafter described property, be, and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff, in and to the following described property:

(1) Lots 6, 7 and 8, of the resubdivision of original Lots 1-10, Block 21, Plat of North Beach Park, Plat Book W.N.W. 3, Folio 60, Eighth Election District of Anne Arundel County, assessed to Russell D. Grund and sold under Tax Sale Certificate No. 1633 on the 8th day of October, 1951, to the Plaintiff,

(2) Lots 12 and 13, Block 3, as shown on the Plat of Columbia Beach, Seventh Election District of Anne Arundel County, assessed to Arthur F. Mitchell, also known as Arthur S. Mitchell, and Doris D. Mitchell, his wife, and sold under Tax Sale Certificate No. 1629 on the 8th day of October, 1951, to the Plaintiff, free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in these proceedings is subject.

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to the Southern Municipal Corporation, Plaintiff, in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further,

ORDERED that Plaintiff pay the costs of said suit in its behalf incurred.

Benjamin Nicholson
JUDGE.

LIBER 85 PAGE 265

In the matter of the sale	:	No. 10,791 Equity
of the Mortgaged Real Estate of	:	In the Circuit Court
James E. Neal, Widower, and	:	for
Alfred M. Neal, his son	:	Anne Arundel County

MORTGAGE FORECLOSURE

Mr. Clerk:

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

William W. Townshend, Jr.

William W. Townshend, Jr., Assignee

Filed 14 Aug., 1953.

LIBER 85 PAGE 266

LIBER 492 PAGE 134

No. 10,791 Equity.

This Mortgage, made this 29th day of September, in the year one thousand nine hundred and forty-eight, between, James E. Neal, widower, and Alfred M. Neal, his son, 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

Three thousand ($3,000.00)

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 Thirty-five ($35.00) 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 befor the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, 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 that lot of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same on the Northeast side of a road ten feet wide at the distance of 167.1 feet North 65 1/4 degrees West from the intersection of said side of said road with the Northwest side of a road 25 feet wide and at the Southwest corner of the lot of ground known as No. 62 on the Plat of Point Pleasant and which was heretofore conveyed to George A. Swartout and running thence North 65 1/4 degrees West 132.9 feet to the waters of Furnace Creek, thence binding thereon North 40 1/2 degrees East 67 feet and thence North 45 3/4 degrees East 62 feet and North 89 1/4 degrees East 42 feet to a small Maple tree a corner of the aforesaid lot No. 62 and thence binding on said lot South 4 1/2 degrees West 143 feet to the place of beginning.

BEING the same lot and parcel of ground which by deed dated even date herewith and intended to be recorded among the Land Records of

Filed 14 Aug., 1953.

Anne Arundel County immediately prior hereto was granted and conveyed by Hans Guthmann and Margaret K. Guthmann, his wife, unto James E. Neal, widower, and Alfred M. Neal, his son.

Agmt.

Received for Record 14 Day of Aug 1943, at 2:10 P.M. and the same day recorded in Liber J.H.H. No. 492 Fol. 137, Land Records of Anne Arundel County.

John T. Hopkins Jr. Clerk

Pd. 75¢

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

LIBER 85 PAGE 268

LIBER 492 PAGE 136

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

And the said Mortgagor s, for themselves, their heirs, personal representatives or assigns, covenant 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 Mortgagor s, 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 123, 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 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and 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 s, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagors 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 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:

Morton Chase

James E. Neal (SEAL)

James E. Neal

Alfred M. Neal (SEAL)

Alfred M. Neal

(SEAL)

LIBER 85 PAGE 269

LIBER 492 PAGE 137

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 23 day of September, 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 Baltimore City, personally appeared James E. Neal, widower, and Alfred M. Neal, his son, the above named Mortgagors satisfactorily proven to be the person s 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.

Notary Public
Morton Chase

My commission expires 5/2/49

INSPECTED
F. B. B.
M. L. B. B.

Recorded- 30th-Sept-1948-at-2:30-P.M.

H. MELVIN BULL
Attorney at Law
2 E. Lexington Street
Baltimore 2, Md.

MORTGAGE

FROM

JAMES E. NEAL, widower, and

ALFRED M. NEAL, his son,

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Sept 30
19 48 at 2:30 o'clock P M.
Same day recorded in Liber J.H.H.
No. 492 folio 134 &c. one of
the Land Records of Baltimore Co
and examined per
Clerk.
Cost of Record $ 6.60

For Value received the United Federal Savings and Loan Association of Glen Burnie hereby assigns the within mortgage unto William W. Townshend, Jr. for foreclosure.

As witness the name of United Federal Savings and Loan Association by Robert C. Ward, its President, and its Corporate seal affixed hereto.

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE

ATTEST: Norwood A. Wieneke - Secty.

BY: Robert C. Ward - President

LIBER 85 PAGE 270

No. 10,791 Equity

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 James E. Neal, Widower, and Alfred M. Neal, his son, to the United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated September 29, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 492, Folio 134, default having occured 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, SEPTEMBER 15, 1953

at 11:00 a.m.

All that fee simple tract of land situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same on the northeast side of a road 10 ft. wide at the distance of 167.1 ft. North 65-1/4° West from the intersection of said side of said road with the northwest side of a road 25 ft. wide and at the southwest corner of the lot of ground known as No. 62 on the Plat of Point Pleasant and which was heretofore conveyed to George A. Swartout and running thence North 65-1/4° West, 132.9 ft. to the waters of Furnace Creek, thence binding thereon North 40-1/2° East, 67 ft. and thence North 45-3/4° East, 62 ft. and North 89-1/4° East, 42 ft. to a small Maple tree a corner of the aforesaid lot No. 62 and thence binding on said lot South 4-1/2° West, 143 ft. to the place of beginning.

Filed 14 Aug., 1953.

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Being the same property conveyed to James E. Neal, Widower, and Alfred M. Neal, his son, by Hans Guthmann and Margaret K. Guthmann, his wife, by deed dated September 29, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 492, Folio 132.

Improved by a bungalow-type dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County 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, Maryland

Robert Campbell, Auctioneer

- -

Maryland Gazette
August 20, 27
September 3, 10

Mortgagee and Attorney's Bond. 126249 1-369

LIBER 85 PAGE 272 No. 10,791 Equity

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

Know All Men by These Presents:

That we William W. Townshend Jr. 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 THREE THOUSAND FIVE HUNDRED DOLLARS AND NO/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 and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 3rd day of September in the year nineteen hundred and 53

Whereas, the above bounden William W. Townshend Jr.

by virtue of the power contained in a Mortgage from James E. Neal and Alfred Neal, his son

bearing date the 29th day of September nineteen hundred and 48

and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 492, Folio 134, and more specifically known as Lot #2 Plat of Point Pleasant 3rd District Anne Arundel County, Glen Burnie, Maryland

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 William W. Townshend, Jr.

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

Signed, Sealed and Delivered in the presence of

Elleanor G. Owings

Attest:

E. M. Keyser

William W. Townshend Jr. (Seal)
William W. Townshend, Jr. (Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols
R. H. Nichols, Attorney-in-fact

approved this 14 Sept. 1953
John H. Hopkins, 3rd, Clerk

Filed 14 Sept. 1953

LIBER 85 FOLIO 273

In the matter of the sale of	:	No. 10,791 Equity
the Mortgaged Real Estate of	:	In the Circuit Court
James E. Neal, Widower, and	:	for
Alfred M. Neal, his son	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from James E. Neal, Widower and Alfred M. Neal, his son, to United Federal Savings and Loan Association of Glen Burnie, assigned to William W. Townshend, Jr., Assignee, dated September 29, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 492, Folio 134, as of July 1, 1953	$ 2,547.33
Interest for July, 1953	12.67
Interest from August 1 to September 15, 1953 . . .	19.01
	$ 2,579.01
Less credit expense account	30.56
	$ 2,548.45

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th 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 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

Filed 14 Sept., 1953.

Filed 15 Sept, 1953

Robert H. 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 James E. Neal, Widower, and Alfred M. Neal, his son, to the United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated September 29, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 492, Folio 134, 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, September 15th, 1953

AT 11:00 A. M.

All that fee simple tract of land situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same on the northeast side of a road 10 ft. wide at the distance of 167.1 ft. North 65¼ degrees West from the intersection of said side of said road with the northwest side of a road 25 ft. wide and at the southwest corner of the lot of ground known as No. 62 on the Plat of Point Pleasant and which was heretofore conveyed to George A. Swartout and running thence North 65-¼ degrees West, 132.9 ft to the waters of Furnace Creek, thence binding thereon North 40¼ degrees East, 67 ft. and thence North 45-¾ degrees East, 62 ft. and North 89-¼ degrees East, 42 ft. to a small Maple tree a corner of the aforesaid lot No. 62 and thence binding on said lot South 4-½ degress West, 143 ft. to the place of beginning.

Being the same property conveyed to James E. Neal, Widower, and Alfred M. Neal, his son, by Hans Guthmann and Margaret K. Guthmann, his wife, by deed dated September 29, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 492, Folio 132.

Improved by a bungalow-type dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County, 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, Maryland

LIBER 85 PAGE 275

Annapolis, Maryland
September 15, 1953

This is to certify that I have this 15th day of September, 1953, sold the property described by said advertisement in the Fifth Election District of Anne Arundel County, to

Hans Guthmann and Margaret K. Guthmann, his wife,

at and for the sum of TWO THOUSAND EIGHT HUNDRED DOLLARS ($2,800.00) being then and there the highest bidder for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

Annapolis, Maryland
September 15, 1953

I hereby certify that I have this 15th day of September, 1953 purchased from William W. Townshend, Jr., Assignee named in Mortgage, the property situated in the Fifth Election District of Anne Arundel County, at and for the sum of $2800.00.

HANS GUTHMANN AND MARGARET K. GUTHMANN

and do hereby agree to comply with the terms of sale.

Hans Guthmann

Purchaser

Margaret K. Guthmann

Filed 15 Sept, 1953

In the matter of the sale of the	:	No. 10,791 Equity
Mortgaged Real Estate of James E.	:	In the Circuit Court
Neal, Widower, and Alfred M. Neal,	:	for
his son	:	Anne Arundel County

To the Honorable, the Judges of said Court.

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

That under and by virtue of a power of sale contained in a Mortgage from James E. Neal, Widower, and Alfred M. Neal, his son, to the United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated September 29, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 492, Folio 134, assigned to William W. Townshend, Jr., Assignee, for the purpose of foreclosure, the said William W. Townshend, Jr., Assignee to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided offered the property in said mortgage described at public auction on the premises on Tuesday, September 15, 1953, at 11 o'clock A.M., and then and there sold the said property to Hans Guthmann and Margaret K. Guthmann, his wife, at and for the sum of TWO THOUSAND EIGHT HUNDRED DOLLARS ($2,800.00), being at that figure the highest bidder thereof, said property being as follows:

BEGINNING for the same on the northeast side of a road 10 ft. wide at the distance of 167.1 ft. North 65-1/4° West from the intersection of said side of said road with the northwest side of a road 25 ft. wide and at the southwest corner of the lot of

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Filed 15 Sept., 1953.

ground known as No. 62 on the Plat of Point Pleasant and which was heretofore conveyed to George A. Swartout and running thence North 65-1/4° West, 132.9 ft. to the waters of Furnace Creek; thence binding thereon North 40-1/4° East, 67 ft. and thence North 45-3/4° East, 62 ft. and North 89-1/4° East, 42 ft. to a small maple tree a corner of the aforesaid lot No. 62 and thence binding on said lot South 4-1/2° West, 143 ft. to the place of beginning, as described in the above mentioned mortgage.

And the said Attorney 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 $500.00 will be required of the purchaser at the time and place 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
named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th 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 named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

ALICE C. HUDAK NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Alice C. Hudak, Notary Public

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ORDER NISI

LIBER 85 PAGE 278

In the Matter of the Sale of the
Mortgaged Real Estate of

~~versus~~

James E. Neal, Widower, and
Alfred M. Neal, his son

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,791 Equity

Ordered, this 15 day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Assignee named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $2,800.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 15 Sept, 1953.

(Final Order)

In the Matter of the Sale of the
Mortgaged Real Estate of

~~versus~~

James E. Neal, Widower, and
Alfred M. Neal, his son

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of October, 1953, 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 Underwood
Judge

Filed 27 Oct, 1953.

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LIBER 85 PAGE 279 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 26, 1953

We hereby certify, that the annexed

Order Nisi -

Sale - Eq - 10791

James E. Neal

was published in

Maryland Gazette

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

Filed 27 Oct., 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.
No. 10,701 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JAMES E. NEAL, Widower, and ALFRED M. NEAL, His Son.

Ordered, this 15th day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Assignee named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $2,800.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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No. M. G. 10791

15

LIBER 85 PAGE 280

In the Case of

In the Matter of the Sale of
the Mortgaged Real Estate
of
~~Vs~~
James E. Neal, Widower,
and
Alfred M. Neal, his won

In the

Circuit Court

For

Anne Arundel County

No. 10,791 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.

November 2, 1953

All of which is respectfully submitted.

Laura R. Dickling
Auditor.

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Filed 3 Nov., 1953

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James E. Neal, Widower, and Alfred M. Neal, his son

in ac.

To Assignee for Commissions, viz:	115	44		
To Attorney for Fee, viz:	35	00	150	44
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	21	25		
Auditor - stating this account	9	00	40	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	52		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - Order nisi (sale)	8	00		
Capital-Gazette Press - Order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	14	00		
Robert H. Campbell - auctioneer's fee	30	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Alice C. Hudak - notary fees	1	00	118	26
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	2,525	73	2,525	75
			2,834	70
Amount of mortgage claim filed	2,548	45		
Cr. Amount allowed as above	2,525	73		
Balance subject to decree in personam	22	70		

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LIBER 85 PAGE 282

with William W. Townshend, Jr., Assignee Cr.

1953				
Sept.	15	Proceeds of Sale	2,800 00	
		Interest on deferred payment to 10/31/53	17 58	2,817 58
		Refund 1953 State and County taxes ($58.07 - 107 days)	17 12	17 12
				2,834 70

LIBER 85 PAGE 283

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~VERSUS~~
James E. Neal, Widower
and
Alfred M. Neal, his son

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,791 Equity.

ORDERED, This 3 day of November, 19 53, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 day of 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.

Filed 3 Nov., 1953. John H. Hopkins, 3rd, Clerk.

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

Benjamin Michaelson
Judge.

Filed 16 Nov., 1953.

LIBER 85 PAGE 284

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 Aud. Acct Eq. 10291

James E. Neal

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

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Filed 15 Dec, 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,701 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JAMES E. NEAL, Widower, And ALFRED M. NEAL, His Son.

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 85 PAGE 285

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
JOHN I. ANDERSON and	:	FOR
MARY L. ANDERSON, his wife	:	ANNE ARUNDEL COUNTY
	:	NO. 10,654 EQUITY

: : : : : : : : : : :

MR. CLERK:

Please docket this case and file the original Mortgage, and Statement of Mortgage Debt.

Edward G. Chaney

Edward G. Chaney, Attorney named in Mortgage
Townsworth Building,
Annapolis, Maryland.

Filed 3 Dec., 1953.

LIBER 85 PAGE 286

BOOK 609 PAGE 522

No. 10,657 Equity

Form No. 1—County Fee

This Mortgage, made this Nineteenth day of January ,

in the year one thousand nine hundred and fifty-one , between

JOHN I. ANDERSON and MARY L. ANDERSON, his wife, of

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

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

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to JOHN I. ANDERSON and MARY L. ANDERSON, his wife,

the sum of Four Thousand Five Hundred and 00/100 ($4,500.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...6...% per annum, in the manner following:

By the payment of Thirty-seven and 97/100 ($37.97)

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

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said JOHN I. ANDERSON and MARY L. ANDERSON, his wife,

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

Containing 0.46 acres more or less, being a part of a tract of land which was conveyed to Charles L. Woodfield and Nellie Mae Woodfield, his wife, by the Annapolis Banking and Trust Company, a body corporate on August 30, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106 at folio 23, and described as follows:

BEGINNING for the same at a pipe previously set at the intersection of the East side of the State Road in Shady Side with the end of the second line of the conveyance from Charles L. Woodfield and wife to William Taylor Leatherbury and wife, by deed dated November 25, 1932, and recorded in Liber F.S.R. 106, folio 23; thence leaving the State Road and with the line of said conveyance to Leatherbury, South 80 degrees 17 minutes East 137.8 feet to a stone at the end of the North 8 degrees 30 minutes East line of said conveyance to Woodfield thence leaving the Leatherbury line and with the East side of the County Road

Filed 5 Feb., 1951.

and the St. Paul's Church lot, South 8 degrees 57 minutes West 123.1 feet to a T iron; thence leaving the outlines and running across the whole lot, South 87 degrees 16 minutes West, 107.1 feet to a pipe set on the East side of said State Road. Thence with the East side of said Road North 3 degrees 42 minutes West, 150.35 feet to the beginning, according to a survey and plat by Edward A. Hall, County Surveyor, January, 1940.

BEING the identical property which was conveyed unto the above named Mortgagors from Charles L. Woodfield and Nellie Mae Woodfield, his wife, by deed dated May 9, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 217 at folio 292.

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

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

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

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

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

And the said mortgagor(s) JOHN I. ANDERSON and MARY L. ANDERSON, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

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

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

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

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

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

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

WITNESS:

Edward G. Chaney

John I. Anderson (SEAL)

Mary L. Anderson (SEAL)

(SEAL)

(SEAL)

BOOK 609 PAGE 525 LIBER 85 PAGE 239

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 19th day of January, in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared JOHN I. ANDERSON and MARY L. ANDERSON, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Edward G. Chaney
Notary Public.

My commission expires on
MAY 7, 1951

Recorded- 2nd February, 1951, at 3 P.M.

Mortgage

FROM

JOHN I. ANDERSON, and

MARY L. ANDERSON, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property 0.46 acres more or less, Shady Side, Maryland

Received for record [illegible] 1951 at 3 o'clock P.M.

Same day recorded in Liber 7 No. 609 folio 522 &c. one of the Land Records of Anne Arundel County and examined per [illegible] Clerk.

Cost of Record $

EDWARD G. CHANEY
ATTORNEY AT LAW,
TOWNSWORTH BUILDING
ANNAPOLIS, MD.

St 4.75

Property:

Description approved

Execution approved

INSPECTED
W.T.C.
H.L.B.B.

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LIBER 85 PAGE 290

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
JOHN I. ANDERSON and	:	FOR
MARY L. ANDERSON, his wife	:	ANNE ARUNDEL COUNTY
	: NO. 10,659	EQUITY

: : : : : : : : : : :

Filed 5 Feb., 1953

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from John I. Anderson and Mary L. Anderson, his wife, dated the 19th day of January, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 609 at folio 522 , said Mortgage being in default.

Balance due upon principal	$4,357.09	
Interest to 3/19/53	36.75	
Insurance advanced by Enterprise Federal Savings and Loan Ass'n.	70.00	
		$4,463.84
Less Refund on Expense Account		22.00
		$ 4,441.84

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 6th day of February, 1953 before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of the Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my Hand and Seal Notarial.

SAMUEL M. [illegible] NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Samuel M. [illegible]
Notary Public

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LIBER 85 PAGE 291

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN I. ANDERSON and	*	FOR
MARY L. ANDERSON, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,659 Equity

* *

AMENDED STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under the Mortgage to the said Association from JOHN I. ANDERSON and MARY L. ANDERSON, his wife, dated the 19th day of January, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 609, at Folio 522, said Mortgage being in default.

Balance due upon principal	$4,417.03
Interest to May 13, 1953	285.58
Interest premium advance	70.00
	$4,772.61
Less credit on Expense Account	$ 22.00
Total.	$4,750.61

Filed 11 May, 1953.

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

I HEREBY CERTIFY that, on this 11th day of May, 1953, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Edward G. Chaney
Notary Public

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LIBER 85 PAGE 292

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

No. 10,654 Equity

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, EDWARD G. CHANEY, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTY-FIVE HUNDRED DOLLARS ($5500.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 11th day of May, 1953.

Filed 11 May, 1953

WHEREAS by virtue of a power of sale contained in a mortgage from John I. Anderson and Mary L. Anderson, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, bearing date on or about January 19, 1951, the said Edward G. Chaney is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Edward G. Chaney is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Edward G. Chaney does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Margaret B. Hendrix
Margaret B. Hendrix

Margaret B. Hendrix
Margaret B. Hendrix

Edward G. Chaney SEAL
Edward G. Chaney, Principal

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

Approved this 11 May, 1953
John H. Hopkins, 3rd, Clerk.

LIBER 85 PAGE 293

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 12th, 1953

We hereby certify, that the annexed Attorney's Sale John I. Anderson

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, 1953 The first insertion being made the 17th day of April, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

Filed 3 June, 1953

ATTORNEY'S SALE
—of valuable—
IMPROVED REAL ESTATE
Shady Side, Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the Mortgage from JOHN I. ANDERSON and MARY L. ANDERSON, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 19th day of January, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 609 at folio 522 the undersigned, as attorney named in the Mortgage to foreclose in the event of default and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR (ANNAPOLIS, MARYLAND) on

WEDNESDAY, MAY 13, 1953
AT 11 O'CLOCK A. M.

All that lot, piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

Containing 0.46 acres, more or less, being a part of a tract of land which was conveyed to Charles R. Woodfield and Nellie Mae Woodfield, his wife, by the Annapolis Banking and Trust Company, a body corporate, on August 30, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106 at folio 23, and described as follows:

BEGINNING for the same at a pipe previously set at the intersection of the East side of the State Road in Shady Side with the end of the second line of the conveyance from Charles R. Woodfield and wife to William Taylor Leatherbury and wife, by deed dated November 25, 1932, and recorded in Liber F.S.R. 106, folio 23; thence leaving the State Road and with the line of said conveyance to Leatherbury, South 80 degrees 17 minutes East 137.8 feet to a stone at the end of the North 8 degrees 30 minutes East line of said conveyance to Woodfield thence leaving the Leatherbury line and with the East side of the County Road and the St. Paul's Church lot, South 8 degrees 57 minutes West 123.1 feet to a T iron; thence leaving the outlines and running across the whole lot, South 87 degrees 16 minutes West, 107.1 feet to a pine set on the East side of said State Road. Thence with the East side of said Road North 3 degrees 42 minutes West, 150.35 feet to the beginning, according to a survey and plat by Edward A. Hall, County Surveyor, January 1940.

BEING the identical property which was conveyed unto the above named Mortgagors from Charles R. Woodfield and Nellie Mae Woodfield, his wife, by Deed dated May 9, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 217, folio 292.

The said property being improved by a combined five room apartment and store.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

EDWARD G. CHANEY,
Townsworth Building,
Annapolis, Maryland.

GEORGE W. SCIBLE
Auctioneer.

m-8

Legal Notices

GEORGE W. SCIBLE LIBER 85 PAGE 294 Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

SHADY SIDE, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from John I. Anderson and Mary L. Anderson, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 19th day of January, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 609 at folio 522, the undersigned, as attorney named in the Mortgage to foreclose in the event of default and default having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Wednesday, May 13th, 1953

AT 11 O'CLOCK, A.M.

All that lot, piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows: ows:

Containing 0.46 acres, more or less, being a part of a tract of land which was conveyed to Charles R. Woodfield and Nellie Mae Woodfield, his wife, by the Annapolis Banking and Trust Company, a body corporate, on August 30, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 106 at folio 23, and described as follows:

BEGINNING for the same at a pipe previously set at the intersection of the East side of the State Road in Shady Side with the end of the second line of the conveyance from Charles R. Woodfield and wife to William Taylor Leatherbury and wife, by deed dated November 25, 1932, and recorded in Liber F. S. R. 106, folio 23; thence leaving the State Road and with the line of said conveyance to Leatherbury, South 80° 17′ East 137.8 feet to a stone at the end of the North 8° 30′ East line of said conveyance to Woodfield; thence leaving the Leatherbury line and with the East side of the County Road and the St. Paul's Church lot, South 8° 57′ West 123.1 feet to a T iron; thence leaving the outlines and running across the whole lot, South 87° 16′ West 107.1 feet to a pine set on the East side of said State Road. Thence with the East side of said Road North 3° 42′ West 150.35 feet to the beginning. according to a survey and plat by Edward A. Hall, County Surveyor, January, 1940.

BEING the identical property which was conveyed unto the above named Mortgagors from Charles R. Woodfield and Nellie Mae Woodfield, his wife, by deed dated May 9, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 217, folio 292.

The said property being improved by a combined 5-room apartment and store.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

EDWARD G. CHANEY,
Towns-Worth Building,
Annapolis, Maryland.

filed 3 June, 1953.

I/We hereby certify that I/We purchased the property described on the reverse side of this Hand Bill at and for the price of $4,800.00 and I/We agree to abide by the terms therein.

Witness my/our hand and seal this 13th day of May, 1953.

Attests:

ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD.

By: [signature] (SEAL)
President

_____ (SEAL)

[signature]
ASST. SECRETARY

I hereby certify that I sold property described on the reverse side of this Hand Bill to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD. at and for the price of $4,800.00 he/they, being then and there the highest bidder therefor.

Witness my hand and seal this 13th day of May, 1953.

Witness:

[signature] (SEAL)
Auctioneer

[signature]

Filed 3 June, 1953.

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
JOHN I. ANDERSON and	:	FOR
MARY L. ANDERSON, his wife	:	ANNE ARUNDER COUNTY
	:	NO. 10,659 EQUITY

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

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The report of Edward G. Chaney, Attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given bond with surety which was duly approved and having given 20 days notice of 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 Wednesday, May 13, 1953, at 11:00 A.M. the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage to wit:

> All that lot, piece or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:
>
> Containing 0.46 acres, more or less, being a part of a tract of land which was conveyed to Charles R. Woodfield and Nellie Mae Woodfield, his wife, by the Annapolis Banking and Trust Company, a body corporate, on August 30, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 106 at folio 23, and described as follows:
>
> BEGINNING for the same at a pipe previously set at the intersection of the East side of the State Road in Shady Side with the end of the second line of the conveyance from Charles R. Woodfield and wife to William Taylor Leatherbury and wife, by deed dated November 25, 1932, and recorded in Liber F.S.R. 106, folio 23; thence leaving the State Road and with the line of said conveyance to Leatherbury, South 80° 17' East 137.8 feet to a stone at the end of the North 8° 30' East line of said conveyance to Woodfield; thence leaving the Leatherbury line and with the East side of the County Road and the St. Paul's Church lot, South 8° 57' West 123.1 feet to a T iron; thence leaving the outlines and running across the whole lot South 87° 16' West 107.1 feet to a pine set on the East side of said State Road. Thence with the East side of said Road North 3° 42' West 150.35 feet to the beginning, according to a survey and plat by Edward A. Hall, County Surveyor, January, 1940.

Filed 3 June, 1953.

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BEING the identical property which was conveyed unto the above named Mortgagors from Charles R. Woodfield and Nellie Mae Woodfield, his wife, by deed dated May 9, 1940, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 217, folio 292.

Said property being sold to the Enterprise Federal Savings and Loan Association, at and for the sum of $ 4,800.00 it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And, as in duty bound, etc.

Edward G. Chaney

EDWARD G. CHANEY

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Attorney named in Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

SAMUEL M. IVEY NOTARY PUBLIC ANNE ARUNDEL COUNTY MD.

Samuel M. Ivey

SAMUEL M. IVEY Notary Public

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ORDER NISI

LIBER 85 PAGE 298

In The Matter Of The
Mortgaged Real Estate Of

~~Versus~~

John I. Anderson and
Mary L. Anderson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,659 Equity

Filed 3 June, 1953.

Ordered, this 3 day of June, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in the Mortgage, ~~Trustees~~,

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

The report states that the amount of sales to be $ 4,800.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of

~~Versus~~

John I. Anderson and
Mary L. Anderson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 21 July, 1953.

ORDERED BY THE COURT, This 21st day of July, 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 ~~Trustees~~ 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 85 PAGE 299

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,659 Equity
In The Matter Of The Mortgaged Real Estate Of JOHN I. ANDERSON And MARY L. ANDERSON, His Wife.

Ordered, this 3rd day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of July next.

The report states that the amount of sales to be $4,800.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Ju-26

Filed 21 July 1953.

No. E.'C. ...9168.....

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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., July 15, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10659

John I. Anderson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of July, 1953. The first insertion being made the 5th day of June, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

LIBER 85 FOLIO 300

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~xxx~~
John I. Anderson
and
Mary L. Anderson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,659 Equity

To the Honorable, the Judges of said Court:

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

Filed 8 Oct., 1953.

October 3, 1953

All of which is respectfully submitted.

Laura K. Eckling
Auditor.

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Dr. In the Matter of the Mortgaged Real Estate of John I. Anderson in ac.
and Mary L. Anderson, his wife

1953						
May	13	To Attorney for Fee, viz:	35	00		
		To Attorney for Commissions, viz:	174	00	209	00
		To Attorney for Court costs, viz:				
		Plaintiff's Solicitor's appearance fee	10	00		
		Clerk of Court - Court costs	19	75		
		Auditor - stating this account	9	00	38	75
		To Attorney for Expenses, viz:				
		Capital-Gazette Press - advertising sale	52	52		
		Capital-Gazette Press - handbills	9	69		
		Capital-Gazette Press - order nisi (sale)	8	00		
		Capital-Gazette Press - order nisi (acct)	6	00		
		Globe Indemnity Co. - bond premium	22	00		
		George W. Scible - auctioneer's fee	25	00		
		One-half Federal documentary stamps	2	75		
		One-half State documentary stamps	2	75	128	71
		To Attorney for Taxes, viz:				
		1952 State and County taxes	59	70		
		Advertising in tax sale	8	00		
		1953 State and County taxes ($69.87-adj)	25	29	92	99
		To Enterprise Federal Savings & Loan Ass'n, mortgagee, - this balance on account mortgage claim	4,330	55	4,330	55
					4,800	00
		Amount of mortgage claim filed	4,750	61		
		Cr. Amount allowed as above	4,330	55		
		Balance subject to decree in personam	420	06		

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with Edward G. Chaney, Attorney named in Mortgage Cr.

1953				
May	13	Proceeds of Sale	4,800 00	4,800 00
				4,800 00

Filed 25 Nov, 1953. Filed 8 Oct., 1953.

ORDER NISI

In the Matter of the
Mortgaged Real Estate
of ~~VERSUS~~
John I. Anderson
and
Mary L. Anderson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,659 Equity.

LIBER 85 FOLIO 303

ORDERED, This 8 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 13 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 13 day of November next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of November, 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.

OFFICE OF

Evening Capital

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. 10659

John I. Anderson

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 25 Nov, 1953.

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,659 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN I. ANDERSON and MARY L. ANDERSON, his wife.

Ordered, this 8th 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 13th 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 13th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-27

No. E. C. 11618

20

LIBER 85 PAGE 304

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
FRANCIS E. SPRINGMAN and	:	FOR
JESSIE SPRINGMAN, his wife.	:	ANNE ARUNDEL COUNTY
	:	NO. 10,721 EQUITY

. . . . . .

MR. CLERK:

Filed 11 May, 1953.

PLEASE DOCKET THIS CASE AND FILE THE

ORIGINAL MORTGAGE.

Edward G. Ramey

ATTORNEY NAMED IN THE MORTGAGE
TOWNSWORTH BUILDING
SOUTH STREET
ANNAPOLIS, MARYLAND

LIBER 85 PAGE 305

LIBER 693 PAGE 241

No. 10,721 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 3rd day of ~~June~~ July ,

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

FRANCIS E. SPRINGMAN and JESSIE SPRINGMAN, his wife of

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

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

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to FRANCIS E. SPRINGMAN and JESSIE SPRINGMAN, his wife

the sum of Six Thousand Five Hundred and CO/100 ($6,500.CO) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...6...% per annum, in the manner following:

By the payment of Fifty-seven and CO/100 ($57.00)

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

Filed 11 May, 1953

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said FRANCIS E. SPRINGMAN and JESSIE SPRINGMAN, his wife

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

Lot numbered Ten (10), in Block Numbered Twenty-nine (29) in the Subdivision known as Franklin Manor Beach as per plat thereof duly recorded among the Land Records of said County on April 25, 1922 in Liber W.N.W. No. 1, Section 4, at folio 349, which plat or re-subdivision of blocks twenty-nine (29), thirty (30), thirty-one (31), thirty-two (32) and thirty-three (33), recorded February 19, 1935, in Liber F.S.R. No. 4, at folio 19, together with the improvements thereon and the rights, ways, privileges, and appurtenances thereunto belonging or in anywise appertaining.

AND IN ADDITION THERETO in Lot Numbered Eleven (11) and Twelve (12)

in Block No. 29 in the same subdivision, said lots having been conveyed to George W. Baldwin by The Franklin Manor Beach Company, by deed dated April 30, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 468 at folio 373.

BEING the identical property which was conveyed unto the above named Mortgagors from Charles S. Springer and Bessie E. Springer, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

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

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

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6 % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

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

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

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

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

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

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

WITNESS:-

Edward G. Chaney
EDWARD G. CHANEY

Francis E. Springman (SEAL)
Francis E. Springman

Jessie Springman (SEAL)
Jessie Springman

(SEAL)

LIBER 85 PAGE 308 LIBER 693 PAGE 244

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 3rd day of July

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

FRANCIS E. SPRINGMAN and JESSIE SPRINGMAN, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

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

As witness my hand and Notarial Seal.

EDWARD G. CHANEY • NOTARY PUBLIC • ANNE ARUNDEL CO., MD.

Edward G. Chaney

EDWARD G. CHANEY Notary Public.

My commission expires on May 4 19 53

Recorded- 8th July, 1952, at 9 A.M.

Purchase Money

Mortgage

FROM

FRANCIS E. SPRINGMAN and

JESSIE SPRINGMAN, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lots 10, 11, & 12, Blk. 29, Franklin Manor Beach 7th Elec. Dist.

Received for record 8 July 19 52 at 9 o'clock A. M.

Same day recorded in Liber 693 folio 244 &c. one of the Land Records of Anne Arundel County and examined per

Clerk.

Cost of Record $

EDWARD G. CHANEY
ATTORNEY AT LAW,
TOWNSWORTH BUILDING
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 85 PAGE 309

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
FRANCIS E. SPRINGMAN and	*	FOR
JESSE SPRINGMAN, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,721 Equity

* *

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under the Mortgage to the said Association from FRANCIS E. SPRINGMAN and JESSIE SPRINGMAN, his wife, dated the 3rd day of July, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 693, at Folio 241, said Mortgage being in default.

Balance due upon principal	$6,500.00
Interest to May 12, 1953	172.51
	$6,672.51
Less credit on Expense Account	$ 15.00
Total.	$6,657.51

Filed 11 May, 1953.

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

I HEREBY CERTIFY that, on this 11th day of May, 1953, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Edward G. Chaney
Notary Public

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G 22050

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

No. 10,721 Equity

A STOCK COMPANY

BOND

No. 10,721 Equity

KNOW ALL MEN BY THESE PRESENTS: That we, EDWARD G. CHANEY, as Principal, and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVENTY-FIVE HUNDRED DOLLARS ($7500) 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 11th day of May 1953.

Filed 11 May, 1953.

WHEREAS by virtue of a power of sale contained in a mortgage from Francis E. Springman and Jessie Springman, his wife, to Enterprise Federal/ Savings and Loan Association of Annapolis, bearing date on or about ~~the~~ July 3, 1952, , the said Edward G. Chaney is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Edward G. Chaney is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Edward G. Chaney does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

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

Margaret B. Hendrix
Margaret B. Hendrix

Margaret B. Hendrix
Margaret B. Hendrix

GLOBE INDEMNITY COMPANY, a body corporate,

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

Surety

Approved this 11 May, 1953
John H. Hopkins, 3rd, Clerk

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GEORGE W. SCIB ! - - - - - - - - - - Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

SITUATE AT FRANKLIN MANOR BEACH, ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Francis E. Springman and Jessie Springman, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 3rd day of July, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 693, at folio 241, the undersigned, as Attorney named in the Mortgage to foreclose in the event of default, and default having occurred, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Tuesday, May 12th, 1953

AT 11 O'CLOCK, A.M.

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

Lots numbered 10, 11 and 12 in Block numbered 29 in the Subdivision known as Franklin Manor Beach, as per Plat thereof duly recorded among the Land Records of Anne Arundel County, on April 25th, 1922, in Liber W. N. W. No. 1, Section 4, at folio 349, and Plat of Re-subdivision of Blocks 29, 30, 31, 32 and 33, recorded February 19th, 1935, in Liber F. S. R. No. 4, at folio 19.

BEING the same property which was conveyed unto the said Francis E. Springman and Jessie Springman, his wife, from Charles S. Springer, and Bessie Springer, his wife, by deed dated July 3rd, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 693, at folio 239.

The said property being improved by a modern one and one-half story frame dwelling of four rooms, bath, screened porch and with conveniences.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to

EDWARD G. CHANEY,
Attorney Named in the Mortgage,
Towns-Worth Building,
Annapolis, Maryland.

Filed 13 May, 1953.

I/We hereby certify that I/We purchased the property described on the reverse side of this Hand Bill at and for the Price of $ 7,200.00 and I/We agree to abide by the terms therein.

Witness my/our hand and seal this 12th day of May, 1953.

ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD.

By: [signature] President (SEAL)

_____ (SEAL)

[signature]
ASST SECRETARY

Filed 13 May, 1953

I hereby certify that I sold property described on the reverse side of this Hand Bill to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD. at and for the price of $ 7,200.00 he/they, being then and there the highest bedder therefor.

Witness my hand and seal this 12th day of May, 1953.

Witness:

[signature] (SEAL)
Auctioneer

[signature]

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
FRANCIS E. SPRINGMAN and	*	FOR
JESSIE SPRINGMAN, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,721 Equity

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of power of sale contained in a mortgage to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. from FRANCIS E. SPRINGMAN and JESSIE SPRINGMAN, his wife, dated the 3rd day of June, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 693 at Folio 241, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given Thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, May 12, 1953 at eleven o'clock a.m.; and then and there in the presence of a number of persons did proceed to sell at public sale to the ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. and for the sum of Seven Thousand Two Hundred and 00/100 ($7,200.00) Dollars, it being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

Filed 13 May, 1953

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

Lots Numbered 10, 11 and 12 in Block numbered 29 in the Subdivision known as Franklin Manor Beach, as per Plat thereof duly recorded among the Land Records of Anne Arundel County, on April 25th, 1922, in Liber W.N.W. No. 1, Section 4, at folio 349, and Plat of Re-subdivison of Blocks 29, 30, 31, 32 and 33, recorded February 19th, 1935, in Liber F.S.R. No. 4, at folio 19.

BEING the same property which was conveyed unto the said FRANCIS E. SPRINGMAN and JESSIE SPRINGMAN, his wife, from CHARLES S. SPRINGER, and BESSIE SPRINGER, his wife, by deed dated July 3rd, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 693, at Folio 239.

The said purchaser has paid a deposit of Seven Hundred and Twenty and 00/100 ($720.00) Dollars and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

All of which is respectfully submitted.

Edward G. Chaney

Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Attorney in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

Mary P. Smith

Notary Public

MARY P. SMITH NOTARY PUBLIC ANNE ARUNDEL COUNTY

ORDER NISI

LIBER 85 PAGE 315

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

FRANCIS E. SPRINGMAN and
JESSIE SPRINGMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,721 Equity

Filed 13 May, 1953.

Ordered, this 13 day of May, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of June next.

The report states that the amount of sales to be $ 7,200.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

~~XXXXXX~~

FRANCIS E. SPRINGMAN and
JESSIE SPRINGMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 25 Sept., 1953.

Term, 19

ORDERED BY THE COURT, This 25th day of September, 19 53, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge

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LIBER 85 PAGE 316 OFFICE OF

SENT BY

Evening Capital

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. 10721

Francis E. Springman

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 17th day of June, 1953 The first insertion being made the 15th day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel Tilghman

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,721 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF FRANCIS E. SPRINGMAN and JESSIE SPRINGMAN, his wife.

Ordered, this 13 day of May, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of June next.

The report states that the amount of sale to be $7,200.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd, Clerk.
ju-5

Filed 24 Sept, 1953

No. E.C. 8213

13

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
Francis E. Springman
and
Jessie Springman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,721 Equity

To the Honorable, the Judges of said Court:

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

Filed 23 Oct, 1953.

October 23, 1953

All of which is respectfully submitted.

Laura K. Fackler
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Francis E. Springman and Jessie Springman, his wife — in ac.

To Attorney for Commissions, viz	246	00		
To Attorney for Fee, viz:	35	00	281	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 accoiunt	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	38	76		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order hisi (acct)	6	00		
Globe Indemnity Co. - bond premium	30	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Mary P. Smith - notary public		50	126	20
To Attorney for Taxes, viz:				
1953 State and County taxes ($96.37 - adjusted to 5/12/53)	35	52	35	52
To Enterppise Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim filed	6,657	51	6,657	51
To Francis E. Springman and Jessie Springman, his wife, mortgagors - this balance	62	02	62	02
			7,200	00

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with Edward G. Chaney, Attorney named in Mortgage Cr.

1953				
May	12	Proceeds of Sale	7,200 00	7,200 00
			7,200 00	

Filed 23 Oct., 1953

ORDER NISI LIBER 85 PAGE 320

In the Matter of the

Mortgaged Real Estate

of ~~VERSUS~~

Francis E. Springman

and

Jessie Springman, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,721 Equity.

ORDERED, This 23 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 30 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 30 day of November next.

John H. Hopkins, 3rd, Clerk.

Filed Dec. 2 - 1953

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d 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.

17

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,721 Equity

In The Matter Of The Mortgaged Real Estate Of FRANCIS E. SPRINGMAN And JESSIE SPRINGMAN, His Wife.

Ordered, this 23rd 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 30th 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 30th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov 24, 1953

We hereby certify, that the annexed

Order Nisi and Acct.

Eq. 10721

Francis E. Springman

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 30th day of Nov., 1953. The first insertion being made the 27th day of Oct., 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

No. E. C. 10721

18

Filed Dec. 1st 1953

281

LIBER 85 PAGE 321

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

JOHN GAITHER, East side Brock Bridge Road across from Laurel Race Track, near Laurel, Maryland,	
vs.	
ISRAEL GAITHER, unmarried, c/o John Gaither, East side Brock Bridge Road across from Laurel Race Track, near Laurel, Maryland,	Equity No. 9570
and	
ROSA HENSON and	
ELIJH HENSON, her husband, North side Ft. Meade Road near Brock Bridge Road and Laurel Race Track, near Laurel, Maryland.	

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, complaining, says that he is one of three heirs at law of his father, Thomas Gaither; that he is an adult citizen of Anne Arundel County, Maryland; that he has been a resident of the said County all of his life; that he is married to Emma Gaither, non compos mentis; that he has an unmarried brother, Israel Gaither, and a married sister, Rosa Henson, whose husband is Elijh Henson; that said Thomas Gaither, the father of the aforesaid heirs, died intestate and seized of certain real estate situated in Anne Arundel County on the Fort Meade Road between Laurel and Fort Meade consisting of approximately nine (9) acres and improved by two (2) small dwelling houses; that there has been no administration upon the estate of Thomas Gaither; that the said real estate is not susceptible of partition in kind among the heirs of Thomas Gaither; that the heirs are in disagreement as to their respective shares and that it would be to the best interests of all entitled thereto to sell the said land and appurtenances and distribute the proceeds therefrom among the aforesaid heirs and each of them according to their respective rights and interests.

TO THE END, THEREFORE:

1. That a decree may be passed for the sale of the said real estate and improvements thereon for the purpose of partition and distribution of the proceeds among the respective parties in interest; and

2. That a trustee, or trustees, be appointed to make such sale and to present unto this Court the proceeds derived from such sale and divide such proceeds according to the respective heirs and that the said trustee, or trustees, may be given such further and additional authority in the premises as to this Honorable Court may seem necessary and proper to carry out and effectuate the orders and decrees of this Court; and

3. That your orator may have such other and further relief as his case may require.

May it please your Honors to grant unto your orator a writ of subpoena directed to the said Israel Gaither, Rosa Henson and Elijh Henson commanding them to be and appear in this Court at some certain day to be named therein and answer the premises and abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND, ETC.

James C. Morton, Jr.
Solicitor for the Plaintiff.
Ernest N. Cory, Jr.
James C. Morton, Jr.

STATE OF MARYLAND)
COUNTY OF Prince Georges) to wit:

I HEREBY CERTIFY, that on this 6th day of October, 1948, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN GAITHER and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge and belief.

Bertha S. Brashears
Notary Public - Maryland

My Commission expires May 2, 1949

BERTHA S. BRASHEARS NOTARY PUBLIC PRINCE GEORGES CO., MD.

LIBER 85 PAGE 323

JOHN GAITHER	*	IN THE CIRCUIT COURT FOR
VS		ANNE ARUNDEL COUNTY
ISRAEL GAITHER, et. al.	*	EQUITY # 9570

***

INTERVENTION PETITION

Under Gen. Eq. Rule 29 (1949)

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Abraham Gaither, by Linwood L. Clark his attorney, says:

1. That he is a legitimate son of Thomas Gaither and Elizabeth Gaither, both deceased, and whose property is the subject of this bill of complaint for partition.

2. That he is not named as a party defendant because of misinformation by said plaintiff furnished to the attorneys filing said bill.

Wherefore, he respectfully prays that he may be allowed to come in and be made a party defendant in this case.

And as in duty bound, etc.

Linwood L. Clark
Attorney for Abraham Gaither

Filed 6 Aug., 1952.

ORDER OF COURT

Upon the aforegoing Petition, it is Ordered by the Circuit Court for Anne Arundel County, Maryland, this 6th day of August, 1952, that the petitioner, Abraham Gaither, be and is hereby made a party defendant to this Bill of Complaint unless cause to the contrary be shown on or before the 30th day of August, 1952, provided a copy of this Petition and Order is served on the plaintiff or his attorneys of record, Rouse and Morton, Annapolis, Maryland, on or before the 16th day of August, 1952.

Filed 6 Aug., 1952.

Benjamin Michaelson
Judge

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JOHN GAITHER	:	IN THE CIRCUIT COURT
		FOR
VS	:	ANNE ARUNDEL COUNTY
ISRAEL GAITHER, et. al.	:	EQUITY # 9570
	:	
	:	

SUGGESTION OF DEATH AND PETITION FOR THE ADDITION OF PARTY DEFENDANT

TO THE HONORABLE JUDGES OF SAID COURT:

Now comes John Gaither by his attorneys, Ernest N. Cory Jr. and Rouse and Morton, and says that in the pending action the defendant Israel Gaither departed this life intestate; that no letters of adminstration have been granted upon his personal estate; and that he is survived by a son; whom it is alledged by the plaintiff is an illegitimate son; that said son is the only other surviving person known to your petitioner who professes any interest in this case.

WHEREFORE, the plaintiff, John Gaither respectfully prays that the Court admit Ernest Gaither, the alledged illegitimate son of Israel Gaither, as a party defendant.

AND AS IN DUTY BOUND, etc.

Ernest N. Cory Jr.

ROUSE AND MORTON

BY: Rouse & Morton

Solicitors for the Complainant

Filed 19 Sept., 1952

ORDER OF COURT

Upon the aforegoing Petition, it is ordered by the Circuit Court of Anne Arundel County this 19th day of September, 1952, that Ernest Gaither be and he hereby is made a party defendant to the Bill of Complaint heretofore, filed, unless cause to the contrary be shown on, or before, the 20th day of October, 1952; provided that a copy of this petition and the original Bill of Complaint be served on the said Ernest Gaither on, or before the 6th day of October, 1952.

Filed 19 Sept., 1952

Benjamin Michaelson

Judge

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LIBER 85 PAGE 325

JOHN GAITHER

vs.

ISRAEL GAITHER, et al.

No. 9570 DIVORCES -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, Ernest Gaither,

after ~~Order of Publication duly published (or served)~~ (having been duly summoned) having failed to appear to the Bill of Complaint and answer same, according to the command of the ~~said Order of Publication~~ (or Writ of Summons.)

Filed 30 Jan., 1953

It is thereupon this 30th day of January, 1953, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant.

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

Benjamin Michaelson

Judge

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JOHN GAITHER * IN THE CIRCUIT COURT
FOR
VS. ANNE ARUNDEL COUNTY

ISRAEL GAITHER, Et al EQUITY NO. 9570

***

ANSWER TO BILL

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Abraham Gaither, made a party defendant by intervening petition and order of Court, by Linwood L. Clark, his Attorney, answering said bill of complaint, respectfully says:

1. That he is a legitimate son and one of the heirs of said Thomas Gaither, a resident of Anne Arundel County, who died intestate October 31, 1943.

2. That he admits the decedent died seized of valuable land improved by two small houses in this County and that there has been no administration on his estate.

3. That he admits said property is not susceptible of partition in kind among the heirs of said Thomas Gaither, and consents to the sale of same and the distribution of the proceeds of said sale among his heirs at law.

4. That he adopts the prayers for relief attached to said bill of complaint.

AND, as in duty bound, etc.

Linwood L. Clark
Linwood L. Clark, Attorney
for Abraham Gaither

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of February, 1953, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared Abraham Gaither and made oath in due form of law that the matters and facts set forth in the foregoing answer are true to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Linwood L. Clark
Linwood L. Clark
Notary Public

I hereby certify that a copy of the foregoing answer was mailed to James Morton, Esq., Attorney for plaintiff, this 18th day of February, 1953.

Linwood L. Clark

Filed 18 Feb, 1953.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

John Gaither)(No. 9570 Equity

vs.)(

)(

Israel Gaither,)(

et al

DECREE PRO CONFESSO AGAINST
ROSA HENSON AND ELIJAH HENSON, HER HUSBAND

Rosa Henson and Elijah Henson, her husband, two of the defendants in the above entitled case, having been duly summoned and having failed to appear to the bill of complaint and answer the same, as required by said writ,

It is thereupon, this nineteenth day of February, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED AND DECREED that said bill of complaint be, and the same is hereby, taken pro confesso against said defendants.

And it is further ORDERED that the plaintiff take testimony in support of the allegations of his bill in open Court.

Filed 19 Feb, 1953

JUDGE

LIBER 85 PAGE 328

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

John Gaither	)(	No. 9570	Equity
	)(		
vs.	)(		
	)(		
Israel Gaither,	)(		
et al	)(		

ORDER OF COURT

It is ORDERED this nineteenth day of February, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, that this case be, and it is hereby, consolidated with the case of Abraham Gaither vs. John Gaither, et al - #10,421 Equity - this Court; and that all further proceedings in said consolidated cases be had in this case, that is to say, #9570 Equity.

Filed 19 Feb., 1953

JUDGE

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LIBER 85 PAGE 329

JOHN GAITHER,	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
ISRAEL GAITHER, et al.	:	NO. 9570 EQUITY
ABRAHAM GAITHER,	:	IN THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
JOHN GAITHER, et al.	:	NO. 9570 EQUITY (consolidated cases)

Filed 26 Feb., 1953.

PETITION

The Petition of John Gaither, Complainant, in Equity No. 9570, and one of the Respondents in Equity No. 10,421, which said cases have been consolidated, respectfully represents:

-1-

That a hearing was held in both of the above-entitled cases on Thursday, February 19, 1953, in this Honorable Court.

-2-

That since said date your Petitioner has discovered new evidence which he desires to submit to this Court.

WHEREFORE, your Petitioner prays leave of this Honorable Court to take additional testimony.

AND, as in duty bound, etc.

Ernest N. Cory Jr.

Rouse & Morton

Solicitors for Petitioner

I hereby certify that a copy of the above Petition has been mailed this 26th day of February, 1953, to Linwood Clark, Esq.

John S. Rouse

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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JOHN GAITHER	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ISRAEL GAITHER, et al.	:	NO. 9570 EQUITY

. . . . . .

ABRAHAM GAITHER	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
JOHN GAITHER, et al.	:	NO. ~~9571~~ 9570 EQUITY (consolidated cases)

. . . . . .

Filed 26 Feb., 1953

O R D E R

Upon the foregoing Petition, it is this 26th day of February, 1953, ORDERED by the Circuit Court for Anne Arundel County in Equity, that leave, be, and it is hereby granted to the Petitioner to take further testimony in the above-consolidated cases.

Ivan C. Clark

Judge.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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LIBER 85 PAGE 331

JOHN GAITHER	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.		
ISRAEL GAITHER, et al		Equity # 9570
———	*	———
ABRAHAM GAITHER		
VS.		
JOHN GAITHER, et al		Equity # 10,421 (Consolidated cases)

***

Filed 22 Apr., 1953.

STIPULATIONS UNDER DEPOSITION RULE 4

It is stipulated by counsel for the parties hereto that the depositions of Martha Johnson may be taken at her residence 3565 Sixth Street, N. W., Washington, D. C., before a Notary Public and when read back to and signed by her and sworn to ~~by a Notary Public~~ said depositions may be used like other depositions.

John G. House, Jr., of
Counsel for John Gaither

Linwood L. Clark
Counsel for Abraham Gaither

JOHN GAITHER
VS.
ISRAEL GAITHER, et al

*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Equity #9570

ABRAHAM GAITHER
VS.
JOHN GAITHER, et al

Equity #10,421
(Consolidated cases)

***

DEPOSITIONS OF MARTHA JOHNSON, AS STIPULATED

The witness, Martha Johnson, being of full age and fully sworn, testified as follows:

By Mr. Clark:

Q1. Please state your full name and age?
A. Martha Johnson. I am 67 years old.

Q2. Where do you live?
A. 3565 Sixth Street, N.W., Washington, D. C. now.

Q3. Do you know Abraham Gaither and John Gaither, who now live near the Laurel race track in Anne Arundel County?
A. Yes, sir.

Q4. Are you related to them?
A. Yes, sir. Their mother was my sister Mary Ellen Henson who married Thomas Gaither, their father.

Q5. Were you present at the wedding of Thomas Gaither and your sister?
A. No, sir, but I knew they were married. I lived with them at Annapolis Junction in the same house for about two years.

Q6. How old were you then?
A. About fourteen years old. I was the youngest in our family and my sister Mary Ellen was much older.

Q7. You say you were not at the wedding, but you know they were married. How do you know that if you were not there?
A. Well, I often visited them before I lived with them at Annapolis Junction, and they mixed with the people who always called them Mr. and Mrs. Gaither. No one ever questioned it. My sister was a good woman and she would not live with a man and have children by him if they were not married, I am certain of that.

Q8. I show you a letter dated December 6, 1944, addressed to "My dear nephew" and signed Martha Johnson. Look at this and say whether that is your signature.
A. Yes, I wrote that and signed this letter.

Filed 2 Apr., 1953.

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Q9. Who was the nephew in that letter?
A. Abraham. (Letter attached)

Q10. There is a marriage of one John Gaither of Washington, D. C., to one Rachel Ann Allen recorded in the District Court in 1877. Do you know anything about that marriage?
A. No, sir, 1877 was before my time.

Q11. Do you know of any reason for calling himself John if that 1877 marriage was a prior marriage of Thomas Gaither?
A. I can't think of any. To me and to everybody who knew him he lived and died as Thomas.

Q12. Did your sister Mary Ellen have a child named Rosie?
A. No, sir. She had only two girl children and they died in infancy.

(Signature of deponent)

Martha Johnson
Martha Johnson

CITY OF WASHINGTON, DISTRICT OF COLUMBIA TO WIT

AT 3565 SIXTH STREET, N.W.

THIS IS TO CERTIFY that on this 1st day of April, 1953, before me, a Notary Public of the State of Md. in and for Anne Arundel Co., personally appeared Martha Johnson who made oath in due form of law that her said answers to said questions by Mr. Clark were true as recorded, and that she subscribed to same.

WITNESS my hand and seal.

James T. Joyce Jr.
Notary Public

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LIBER 85 PAGE 334

Martha Jackson December 6 1944

~~1102 N St~~

Washington DC

My Dear nephew just a line to let you ~~here from me I am well~~ and do hope you and wife Pathen well I recived your loving letter and was glad to here from you and to know you all was well than I was thinking about came out friday morning on the train and I want to know if it any way that you can meet me because I have so many things I like to bring for Suntie class I am not working but I am getting along fine and Suntie claus will

Filed 2 Apr 1953

Exhibit

LIBER 85 PAGE 335

2 nice more to bring than he did
last christmas if the good lord let me
live to see it I thought I try to
duck some of the crowd by come
out on friday or saturdy for shore
you get one more letter from me
telling you just what time
I come over on the first train
and we ar going to have a nice time
if the good lord say so give my
love to annie and tell her be a good girl
so santie claus can bring her a nice
present how I dont want you all to
get out of your bed for me in
the kitchen nice enof for any one
I was thinking about that old fat hen and
them good oysters good by from aunt
Martha Jason

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FORM 72—H. D. V. S.

LIBER 85 PAGE 336

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE HEALTH DEPARTMENT

IN REPLY ADDRESS
THE HEALTH OFFICER
300 INDIANA AVE., N. W.
WASHINGTON 1, D. C.

CERTIFICATE OF SEARCH
RECORD OF BIRTHS AND DEATHS

To Whom It May Concern:

It is hereby certified that a careful search of the records of this Department has failed to reveal any evidence of ~~birth of Abraham Gaither~~ Rosie & ~~born to John & Rachel Ann (Allen) Gaither~~ alleged to have occurred in the District of Columbia ~~between 1877 & 1900~~ ~~records searched December 1882 through December 1903 not record.~~

Filed 2 Apr, 1913

It is certified further: That the records of this Department are very incomplete *in so far as they relate to deaths* that occurred prior to the month of August, 1874, since which time they are, it is believed, practically complete.

That said records are very incomplete *in so far as they relate to births* that occurred prior to August, 1874, since which time they have gradually approached completeness, and since March 1, 1907, show probably not less than ninety-five per cent of all births occurring in this District.

P-1263

Daniel R. Lockwood, M. D.
Health Officer.

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Exhibit.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JOHN GAITHER, :

PLAINTIFF. :

VS. :

ISRAEL GAITHER, and others, :

DEFENDANTS. :

- - - - - - - - - - - - - - - : NO. 9570 EQUITY
NO. 10,421 EQUITY
ABRAHAM GAITHER, : CONSOLIDATED

PLAINTIFF. :

VS. :

JOHN GAITHER, and others, :

DEFENDANTS. :

Filed 9 Apr, 1953.

:::::::

O P I N I O N

This is a suit for the sale of certain property for purposes of partition (Code, Article 16, section 170). A certain Thomas Gaither departed this life, intestate, October 31, 1943, seized thereof. That much is certain. The question before me is: Whom did said Thomas leave as his heirs-at-law? The answer to that depends on whether those who claim to be his children were, in fact, his children, and, if so, whether they were legitimate. A brief resumé of the facts is necessary.

On November 16, 1948, a certain John Gaither filed in this court his bill of complaint, wherein he alleged that said land belonged to him, Israel Gaither and Rose Henson, as the heirs-at-law of said Thomas, and prayed that it be sold for purposes of partition. That is No. 9570 Equity. Israel and Rose were duly summoned, but failed to answer. On August 6, 1952, a certain Abraham Gaither came in and claimed that he was a legitimate son of said Thomas, and, as such, entitled to an interest in said property. He was, thereupon, made a party defendant. Israel departed this life May 1, 1951, intestate and unmarried, but leav-

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ing an illegitimate son, Ernest Gaither. On the petition of the plaintiff, said Ernest was made a party defendant and duly summoned. He neither appeared nor answered. On January 30, 1953, the plaintiff took a decree pro confesso against said Ernest. On February 18, 1953, said Abraham answered, setting up that he was a legitimate son of said Thomas and claimed an interest in the property.

On February 26, 1952, said Abraham (before he intervened in the case above referred to) filed in this court his bill of complaint, wherein he alleged that said Thomas had left five children, namely, Abraham, John, Israel and Joshua Gaither, and Rose Henson; that said Israel had died leaving one son, namely, the said Ernest or Ernest Theodore Gaither; and that said Joshua had died, intestate and unmarried. That is No. 10,421 Equity. The said John Gaither and Rose Henson were duly summoned in this case, but the said Ernest was returned "non est", although several subpoenas were issued for him. John answered; but Rose did not answer. In order to keep the record straight, I, when the case came on for trial, passed decrees pro confesso against the said Rose in both of said cases; and then consolidated said cases.

Testimony was taken in open court February 19, 1953. John testified that he was a son of said Thomas, and that said Thomas had left four children, namely, John, Rose, Israel and Joshua; that his mother's maiden name was Ellen Cager; that while said Ellen was the mother of said Abraham, said Thomas was not said Abraham's father, and that a man named Ed. Nichols was. Abraham then took the stand and testified that he was sixty-four years old and several years older than John; that he thought his mother's maiden name was Henson; that she was living with said Thomas as his wife when he was very young; that she went by the name of Mary Ellen Gaither, and was known as Mrs. Gaither to her friends; that said Thomas always recognized her as his wife, and

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him, the said Abraham, as his son; that he had always gone by the name of Gaither; that he lived with said Thomas until he, Abraham, was married about twelve years ago; that said Thomas was a plasterer, and taught him, Abraham, the plasterer's trade; that he worked with Thomas until he, Thomas, became too old to work; and that when said Thomas conveyed him a piece of property, August 12, 1942, he conveyed it to him under the name of Abraham Gaither.

A few days after that testimony was taken, John's counsel approached me and told me that they had discovered certain new evidence, and, on February 26, 1953, I, on said John's petition, granted leave to the parties to take additional testimony, and set the case for further hearing on March 12, 1953. I then took the testimony of several witnesses produced by said John, and, at the conclusion of that testimony, Abraham produced and offered in evidence what he claims is said Thomas' family Bible. After the testimony had been again closed, Rose Henson produced, and sent me by John's counsel, what purports to be a copy of the marriage record of a certain John Gaither and a certain Rachel Ann Allen in Washington, May 21, 1877. That is the situation as it now stands.

I was not at all impressed by John's testimony, nor by that of any of his witnesses. It is very evident that John has quite an antipathy for Abraham, and will go most any length to prevent him from sharing in this property. But, aside from that, the testimony of the witnesses he produced is worth little, if anything. In the first place, testimony of oral declarations in matters of pedigree, although admissible, are of little weight because (a) they may easily and safely be manufactured; (b) with little or no danger of the manufacturer being convicted of perjury; and (c) even if the witness is sincere, the testimony can not be much relied on. (Gorter's Evidence, p. 104). In the

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second place, the testimony of these particular witnesses was so indefinite, inconclusive and uncertain that I could not help but feel, on several occasions, that the witness was simply drawing on his or her imagination. For instance, Benjamin Gaither testified that Thomas told him "fifty times" that he, Thomas, had never married Abraham's mother. Now Thomas, as I understand it, was thirty-four years older than Benjamin, and it seems rather strange to me that he would have made such a point of discussing his family affairs with a man that much younger. Benjamin's older brother, William, testified that Thomas never told him whether he married or did not marry said Abraham's mother. If he told Benjamin so much, why did he tell William so little? Then, practically all these witnesses said that Abraham's mother's maiden name was Henson rather than Cager as testified to by John. And, after John had positively testified that Abraham's father was a certain Ed. Nichols, most of his witnesses testified that said alleged father's name was Nicholson. On the other hand, I was favorably impressed by Abraham's testimony and by that of his witness, Watson.

But, when all is said and done, it seems to me that if Abraham is not Thomas' legitimate son, than neither is John. They had the same mother. That much seems certain. In order to find John legitimate, I must find that Thomas, at some time, married his mother. If Abraham was born after this marriage, he would, of course, be legitimate. If he was born prior to the marriage, and Thomas subsequently acknowledged that he was his father, he would have been legitimated thereby. (Code 1951, Article 46, section 6). That Thomas did acknowledge Abraham as his son seems certain. Thomas told the witness, Watson, that "Abraham was the best child he had". He gave him his name and brought him up as his own. As Lord Mansfield remarked in the Berkley Peerage case (4 Campbell 416), "if the father is proved to have brought up the

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party as his legitimate son, this amounts to a daily assertion that the son is legitimate".

The law always presumes in favor of legitimacy. As Judge Markell said in his opinion in Schmeizl vs. Schmeizl, 184 Maryland 584, 590, the statement on the subject most quoted in the later American cases (it being also a concise statement of the doctrine of some of the English cases) is found in the following excerpt from the opinion of the Court of Appeals of New York in Hynes vs. McDermott, 91 New York 459:

> "The presumption of marriage, from cohabitation, apparently matrimonial, is one of the strongest presumptions known to the law. This is especially true in a case involving legitimacy. The law presumes morality, and not immorality; marriage, and not concubinage; legitimacy, and not bastardy. Where there is enough to create a foundation for the presumption of marriage, it can be repelled only by the most cogent and satisfactory evidence. In Morris v. Davies (5 Cl. & Fin. 163) Lord Lyndhurst, speaking of this presumption, says: 'The presumption of law is not lightly to be repelled. It is not to be broken in upon, or shaken by a mere balance of probability. The evidence for the purpose of repelling it must be strong, distinct, satisfactory and conclusive.' In Piers v. Piers (2 H. L. Cas. 331) Lord Campbell said, that the presumption could be negatived only 'by disproving every reasonable possibility,' and Lord Brougham, in the same case, approved the general doctrine stated by Lord Lyndhurst, in Morris v. Davies, and said that the presumption could be dispelled only by evidence which was 'clear, distinct and satisfactory.'" (Italics supplied by Judge Markell).

(See also O'Leary vs. Lawrence, 138 Maryland 146; Jones vs. Jones, 48 Maryland 403; Redgrave vs. Redgrave, 38 Maryland 93; Richardson vs. Smith, 80 Maryland 93; Jackson vs. Jackson, 80 Maryland 189; Barnum vs. Barnum, 42 Maryland 296; Bowman vs. Little, 101 Maryland 273; Schaffer vs. Richardson, 125 Maryland 88; Craufurd vs. Blackburn, 17 Maryland 49).

To hold, on this record, that Thomas never married said Abraham's (and said John's) mother, and that said Abraham (and said John) is illegitimate, I would have to disregard not only all presumptions in favor of morality and decency, but as well Thomas' "daily assertion" that Abraham was legitimate. But, I do not have to rely only on the evidence heretofore discussed.

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I think that family Bible the most important and reliable evidence in this case. True, this Bible started out to be the family Bible of a white family named Nicols, some of whom still live in or around Laurel. The name "J. Nicols" is inscribed on the inside of the left back and the entries on the first, second and fourth of the blank pages in the middle of the book pertain to the records of the Nicols family. The last of these entries seems to have been made August 11, 1860. The entries pertaining to the family of Thomas Gaither are found on the third of the four blank pages, and were, apparently, made at two different times. The first series are eight entries under the heading "Family Record" as follows:

"Thomas Gaither born Februaray 28, 1854
Josup Gaither born March 18, 1887
Aberham Gaither born August 15, 1889
Iselan Gaither born September 22, 1891
John Gaither born August 15, 1893
Bessie Gaither born December 16, 1896
Marthia Gaither July 14, 1899
Joshua Gaither born May 14, 1903."

These entries were made with pen and ink. Then, there is a line drawn across the page, and the following written with a lead pencil thereunder, namely:

"John Thomas Died October 31, 1943 at the age 93"

It was first stated in this last entry that said John Thomas had died at the age of 89, but the figure "8" was erased, and the figure "3" written after the "9", so that the record now seems to indicate that said John Thomas was 93 years of age at his death. This proves nothing more than that the person who made that substraction was not very good on arithmetic.

There is no evidence as to how this Bible got into Thomas' home, but that it did get there, is, I think, certain. Abraham says it was there for some years prior to Thomas' death,

and that after Joshua's death (a year or two after Thomas'), he, Abraham, with Rose's consent, took it to his home. In looking through this Bible, I noticed several things which I think are significant and corroborate Abraham's testimony. The first of these things is a receipt for one dollar ($1.00) given by Jacob Labowitz, the proprietor of a Department Store at 1632-34 West Baltimore Street, Baltimore, to "Mr. Gaither" dated March 25, 1929. I found that carefully tucked away between two of the pages. The second is a claim check for a watch left for repair issued to Israel Gaither, which I also found tucked between two pages. The third is a pencil memorandum of Joshua Gaither's automobile license for 1930 written on a blank page at the back of the book. The fourth is certain pencil memoranda of said Joshua's automobile licenses for 1931 and 1932 written on the inside of the left back. I find that this book was said Thomas' family Bible. This being so, the entries therein are admissible in evidence even without proof that they were made by a relative, for as this book is the ordinary register of families and is usually accessible to all its members, the presumption is that the whole family have more or less adopted the entries contained in it, and give them authority. (Weaver vs. Leiman, 52 Maryland 708; Gorter's Evidence p. 105; Jones vs. Jones, 45 Maryland 144; Rhoades vs. Bussinger, 188 Maryland 638; Amey vs. Cockey, 73 Maryland 297).

I do not know who made the entries in question, but that the names and dates of birth therein given are fairly accurate must, I think, be admitted. The entry of John Thomas' death is, in my opinion, in the same handwriting as the series of eight entries first made. It is a fair inference that the first series of entries were made prior to Thomas' death, and the last entry thereafter. Regardless of who made the entries, someone furnished the maker thereof the information therein contained. I

do not know of anyone who could have done that except Thomas. True, the entries in this Bible do not include Rose as one of said Thomas' children. That may, or may not, be significant. Her name may have been inadverently omitted, and, on the other hand, she may not, in fact, be Thomas' daughter. The copy of the marriage record which Rose sent me does not help. Not only is there no proof of the identity of the parties named therein, (Bowman vs. Little, 101 Maryland 273), but it is a little difficult for me to believe that a man who was apparently known as Thomas all his life, who bought and conveyed his property by that name, and who was called "Uncle Tom" by his acquaintances, would have married under the name of "John". I am not furnished with a copy of the application for this marriage license, nor given any information on the subject whatsoever. But, after all, the fact that Rose is a legitimate daughter of said Thomas is not disputed by John or by Abraham, and, on the contrary, is alleged by both of them in their respective bills. (See Roberts vs. Roberts, 82 Atlantic 2d 120). That being so, why should I question it? On the other hand, if Thomas did marry Rachel Ann Allen under the name of John, that would not necessarily have prevented him from marrying Ellen Henson ten years later. It is well established that when a person has entered into two successive marriages, a presumption arises in favor of the validity of the second marriage. (55 Corpus Juris Secundum 892, and cases cited, supra).

I hold, on this record, that Thomas left five legitimate children, namely, (1) Rose, (2) Abraham, (3) John, (4) Israel and (5) Joshua; that said Joshua departed this life, intestate and unmarried, shortly after said Thomas' death; that said Israel, likewise, departed this life, intestate and unmarried; and that the man named in these proceedings, as Ernest Gaither or Ernest Theodore Gaither, is the illegitimate son of said Israel, and, as such, not entitled to inherit his father's interest in the pro-

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perty mentioned in these proceedings. The property, accordingly, belongs to Abraham, John and Rose in equal shares subject (a) to the debts left by said Thomas and the inheritance tax on his estate, (b) to the debts of Joshua and the inheritance tax on the one-fifth interest of which he died seized, and (c) to the debts of Israel and the inheritance tax on the one-fourth interest of which he died seized.

The deposition of Martha Johnson was not taken until after I had written the foregoing opinion. This testimony strengthens my conclusion.

9 April 1923.

Ian Clark

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JOHN GAITHER, :

PLAINTIFF. :

VS. :

ISRAEL GAITHER, and others, :

DEFENDANTS. :

- - - - - - - - - - - - - - - - : NO. 9570 EQUITY
NO. 10,421 EQUITY
ABRAHAM GAITHER, : CONSOLIDATED

PLAINTIFF. :

VS. :

JOHN GAITHER, and others, :

DEFENDANTS. :

:::::::

Filed 9 Apr, 1953

D E C R E E E

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

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

(1) That Thomas Gaither, late of said Anne Arundel County, deceased, departed this life, intestate, October 31, 1943, seized of all that land which he acquired from Lewis E. Smoot and Mary Smoot, his wife, by deed dated January 2, 1908, and recorded among the Land Records of said Anne Arundel County in Liber G.W., No. 57, folio 372, etc., save and except (1) that part thereof which he conveyed to Maryland State Fair, Inc., by deed dated January 20, 1921, and recorded among said Land Records in Liber W.N.W., No. 37, folio 344, etc., (2) that part thereof which he conveyed to William H. Lawson and Josephine Mary Lawson, his wife, by deed dated January 2, 1942, and recorded among said Land Records in Liber J.H.H., No. 250, folio 463, etc., (3) that

part thereof which he conveyed to Bernard M. Burroughs and Glenna May Burroughs, his wife, by deed dated January 2, 1942, and recorded among said Land Records in Liber J.H.H., No. 250, folio 455, etc., and (4) that part thereof which he conveyed to Abraham Gaither and Annie Gaither, his wife, by deed dated August 12, 1942, and recorded among said Land Records in Liber J.H.H., No. 267, folio 154, etc.

(2) That said Thomas Gaither left five legitimate children to whom said land descended, namely, (a) Rose Henson, (b) Abraham Gaither, (c) John Gaither, (d) Israel Gaither and (e) Joshua Gaither.

(3) That said Joshua Gaither departed this life, shortly after said Thomas' death, intestate and unmarried, whereupon the one-fifth undivided interest in and to said property which he inherited from his father as aforesaid, descended to the said Rose Henson, Abraham Gaither, John Gaither and Israel Gaither in equal shares.

(4) That the said Israel Gaither departed this life, intestate and unmarried, May 1, 1951, whereupon the one-fourth undivided interest in and to said property which he inherited as aforesaid, descended to the said Rose Henson, Abraham Gaither and John Gaither in equal shares.

(5) That said property is not susceptible of partition without material loss and injury to the parties entitled to interests therein as above stated.

(6) That said property be sold; that Ernest N. Cory, Jr., and Linwood L. Clark, Esquires, be, and they are hereby, appointed trustees to make said sale, and that the course and manner of their proceedings shall be as follows: They shall first file with the clerk of this court a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this court, or the clerk thereof, in the penalty of eight thou-

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sand dollars ($8,000.00), if a corporate surety be given, or in double that amount if personal sureties be given, conditioned, no matter the amount, for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given notice thereof for three successive weeks by advertisement inserted in such weekly newspaper, or newspapers, published in said Anne Arundel County as they shall think proper of the time, place, manner and terms of sale, which shall be cash upon the ratification of the sale, or sales, by this court; and, as soon as may be convenient after any such sale, or sales, the said trustees shall return to this court a full and particular account of their proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the court's ratification of said sale, and, upon the payment of the whole purchase money (and not before), the said trustees shall by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free clear and discharged of all claims of the parties hereto, plaintiffs and defendants, and those claiming by, from or under them, or any of them; and the said trustees shall bring into this court the money arising from said sale to be distributed amongst the parties entitled thereto as heretofore stated, under the direction of this court, after deducting the costs of this suit and such commissions to the said trustees as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

(7) That said trustees give notice to the creditors of (a) said Thomas Gaither, (b) said Joshua Gaither and (c) said Israel Gaither to file their claims, properly authenticated, with

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the clerk of this court on or before the sixth day of June, 1953, by publishing a copy of said notice in some newspaper published in said Anne Arundel County once a week for three successive weeks before the ninth day of May, 1953.

James C. Clark

Judge.

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For Filing

Linwood L. Clark
Annapolis, Md.

Rouse & Morton
Annapolis, Md.

Ernest N. Cory
Laurel, Md.

Attorneys

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JOHN GAITHER, :

PLAINTIFF. :

VS. :

ISRAEL GAITHER, and others, :

DEFENDANTS. :

- - - - - - - - - - - - - - - : NO. 9570 EQUITY
NO. 10,421 EQUITY
ABRAHAM GAITHER, : CONSOLIDATED

PLAINTIFF. :

VS. :

JOHN GAITHER, and others, :

DEFENDANTS. :

Filed April 15, 1953

::::::

TRUSTEES' SALE
OF VALUABLE
IMPROVED PROPERTY

In Anne Arundel County, Maryland

Under and by virtue of the Decree of the Circuit Court for Anne Arundel County, in Equity No. 9570 and 10421, consolidated, dated the 9th day of April, 1953, wherein John Gaither and Abraham Gaither were the respective plaintifs, and Israel and John Gaither and others were the respective defendants, the undersigned, as trustees in said decree named, will offer for sale at public auction in front of the premises at the intersection of the old and new Fort Meade Roads and Black Bridge Road, east of Laurel, Maryland, in Anne Arundel County, on the 9th day of MAY, 1953 at 10 o'clock A.M., all of the property decreed, sold, and described as all of that land which Thomas Gaither received from Louis E. Smoot and Mary Smoot, his wife, by deed dated January 2, 1908 and recorded among the land records of Anne Arundel County, in Liber, G.W., No. 57, folio 372, Etc., saving and accepting therefrom, however,

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(1) That part, therof, which he conveyed to Maryland State Fair, Inc., by deed dated January 20, 1921, and recorded among said Land Records in Liber W.N.W., No. 37, folio 344, etc., (2) that part thereof which he conveyed to William H. Lawson by deed dated January 2, 1942, and recorded among said Land Records in Liber J.H.H., NO. 250, folio 463, etc., (3) that part thereof which he conveyed to Bernard M. Burroughs and Glenna May Burroughs by deed dated August 12, 1942, and recorded among said Land Records in Liber J.H.H., No. 267, folio 154, etc., being between eight and nine acres of land improved by two small frame dwellings. The property is situated in the northeasterly corner formed by the intersection of the Laurel-Fort Meade Road and the Black Bridge Road, has a frontage on the Fort Meade Road and a frontage on the Black Bridge Road, and is across the Black Bridge Road from the property of the Laurel Race Track.

Terms of sale: A cash deposit of $1000 will be required on the day of sale; balance in cash 30 days after the ratification of the sale by the court. United States Revenue Stamps, State recording stamps, conveyancing, etc., at the cost of purchaser, or purchasers.

Linwood L. Clark

Ernest N. Cory, Jr.

TRUSTEES

Filed April 15, 1953.

NOTICE TO CREDITORS

Pursuant to the decree of the Circuit Court for Anne Arundel County signed on the 9th day of April, 1953, the said Court has assumed jurisdiction over the estates of Thomas Gaither, Joshua Gaither, and Israel Gaither, and by direction of said decree, and in accordance with Section 119 of Article 93 of the Annotated Code of Maryland, 1951 edition, notice is hereby given to the creditors of said persons to file their claims, duly authenticated, with the clerk of said court on or before the 25 day of July, 1953; otherwise, they will be excluded from participating in the distribution of the proceeds of the real estate of said decedent.

John N. Hopkins 3rd

J. H. Hopkins - Clerk of Circuit Court for Anne Arundel County, Md.

GAITHER vs. AITHER ET. AL. FOR FILING - - EQUITY 9570

KNOW ALL MEN BY THESE PRESENTS: LIBER 85 PAGE 352

THAT WE Ernest N. Cory, Jr. and Linwood L. Clark, Trustees of Anne Arundel County, 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 EIGHT THOUSAND Dollars, to be paid to the said State, or its certain attorney; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of April in the year of our Lord nineteen hundred and fifty-three.

WHEREAS, the above bounden Ernest N. Cory, Jr. and Linwood L. Clark by virtue of a decree of the Honorable the Judge of the Circuit Court has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of John Gaither, etal Defendant vs. Israel Gaither, etal Plaintiff, Equity #9570 and #104121 now pending in said Court.

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

Ernest N. Cory (SEAL)

Linwood L. Clark (SEAL)

Attest:

Charlotte C. Dudrow

AMERICAN SURETY CO. OF NEW YORK

Thomas G. Basil
Attorney in fact

Approved this 23 apr, 1953.
John H. Hopkins, 3rd, Clerk

Filed 23 Apr., 1953

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LINWOOD L. CLARK
Annapolis, Maryland

ROUSE & MORTON
Annapolis, Maryland

ERNEST N. CORY
Laurel, Maryland

Attorneys

LIBER 85 PAGE 353

In the Circuit Court for Anne Arundel County in Equity, No. 9,570 Equity, No. 10,421 Equity, Consolidated

JOHN GAITHER, Plaintiff, vs. ISRAEL GAITHER, and OTHERS, Defendants

ABRAHAM GAITHER, Plaintiff, vs. JOHN GAITHER, and OTHERS, Defendants

TRUSTEES' SALE

— OF VALUABLE —

IMPROVED PROPERTY

WITH GOOD GAS STATION SITE

Saturday, May 9th, 1953

10 O'CLOCK, A.M., ON PROPERTY

IN ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the decree of the Circuit Court for Anne Arundel County, in Equity No. 9,570 and 10,421, consolidated, dated the 9th day of April, 1953, wherein John Gaither and Abraham Gaither were the respective plaintiffs, and Israel and John Gaither and others were the respective defendants, the undersigned, as Trustees in said decree named, will offer for sale at public auction in front of the premises at the intersection of the old and new Fort Meade Roads and Black Bridge Road, east of Laurel, Maryland, in Anne Arundel County, on the 9th day of May, 1953, at 10 o'clock A.M., all of the property decreed, sold, and described as all of that land which Thomas Gaither received from Louis E. Smoot and Mary Smoot, his wife, by deed dated January 2, 1908, and recorded among the land records of Anne Arundel County in Liber G. W. No. 57, folio 372, etc., saving and excepting therefrom, however, (1) that part thereof which he conveyed to Maryland State Fair, Inc., by deed dated January 20, 1921, and recorded among the Land Records in Liber W. N. W. No. 37, folio 344, etc., (2) that part thereof which he conveyed to William H. Lawson by deed dated January 2, 1942, and recorded among said Land Records in Liber J. H. H. No. 250, folio 463, etc., (3) that part thereof which he conveyed to Bernard M. Burroughs and Glenna May Burroughs by deed dated August 12. 1952, and recorded among the Land Records in Liber J. H. H. No. 267, folio 154, etc., being between eight and nine acres of land improved by two small, frame dwellings. The property is situated in the northeasterly corner formed by the intersection of the Laurel-Fort Meade Road and the Black Bridge Road, has a frontage on the Fort Meade Road and a frontage on the Black Bridge Road, and is across the Black Bridge Road from the property of the Laurel Race Track. Fourth exception inadvertantly omitted, but read from the decree before sale and explained to all present at the sale.

TERMS OF SALE: A cash deposit of $1,000 will be required on the day of sale; balance in cash 30 days after the ratification of the sale by the court. United States Revenue Stamps, State Recording Stamps, Conveyancing, etc., at the cost of purchaser, or purchasers.

This is to certify that I sold the above described property to William B Barber the highest bidder, at the sale above advertised, for $14250.00, and that the sum of $1,000.00 was paid on account.

LINWOOD L. CLARK,
ERNEST N. CORY, JR.,
Trustees.

Linwood L. Clark Auctioneer; William B. Barber Buyer

Filed 11 May, 1953

Filed 11 May, 1953

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In the Circuit Court for Anne Arundel County in Equity, No. 9,570, Equity,
No. 10,421 Equity, Consolidated

JOHN GAITHER, Plaintiff, vs. ISRAEL GAITHER, and OTHERS, Defendants

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ABRAHAM GAITHER, Plaintiff, vs. JOHN GAITHER, and OTHERS, Defendants

---

TRUSTEES REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The report of Ernest W. Cory, Jr., and Linwood L. Clark, Esquires, Trustees named in the decree of this Hon. Court in the above entitled cases dated April 9, 1953, to make sale of the hereinafter described property, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Southern Maryland Times, a weekly newspaper published in the city of Annapolis, and circulated throughout the County for at least three weeks before the day of sale, they did pursuant to said notice, attend on the premises so advertised, on the 9th day of May, 1953, at 10 o'clock, and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public auction to the highest bidder the property mentioned in said decree, situated in the fourth election district of Anne Arundel County, Maryland, and described as follows:

All that land of THOMAS GAITHER, deceased, which he acquired from Lewis E. Smoot and Mary Smoot, his wife, by deed dated January 2nd, 1908, and recorded among the land records of said Anne Arundel County in G.W. No. 57 folio 372, etc., save and except (1) that part thereof which he conveyed to Maryland State Fair, Inc., by deed dated January 20, 1921, and recorded among the land records of Anne Arundel County in Liber W.N.W., No. 37, folio

Filed 11 May, 1953.

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344, etc., (2) that part thereof which he conveyed to William H. Lawson and Josephine Mary Lawson, his wife, by deed dated January 2, 1942, and recorded among said land records in Liber J.H.H., No. 250, folio 463, etc., (3) that part thereof which he conveyed to Bernard H. Burroughs and Glenna May Burroughs, his wife, by deed dated January 2, 1942, and recorded among said land records in Liber J.H.H. No. 250, folio 455, etc., and (4) that part thereof which he conveyed to Abraham Gaither and Annie Gaither, his wife, by deed dated August 12, 1942, and recorded among said land records in Liber J.H.H. No. 267, folio 154, etc.

And your said Trustees sold the above described property to William R. Barber for the sum of Fourteen Thousand Two Hundred and Fifty Dollars ($14,250.00) he being at that time the highest bidder therefor, the terms of said sale being cash, a deposit of One Thousand Dollars ($1,000.00) required from the purchaser at the time and place of said sale, which was paid by check made to the order of said Trustees and signed by Guil Barber, Trustee; balance of purchase money to be paid 30 days after the ratification of said sale by the Court, all stamps and conveyancing costs to be paid by the purchaser.

A copy of the advertisementor hand-bill in this matter is herewith filed as a part of this proceeding.

Respectfully submitted,

Ernest N. Cory

Linwood L. Clark

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of May, 1953, before me, a Notary Public of the State of Maryland, in and for said County, personally appeared Linwood L. Clark, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Naomi K. Cory
Notary Public

LIBER 85 PAGE 356

ORDER NISI

JOHN GAITHER

versus

ISRAEL GAITHER, unmarried,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 9570 Equity

Filed 11 May, 1953.

Ordered, this 11 day of May, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Ernest N. Cory, Jr. and Linwood L. Clark, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15 day of June next.

The report states that the amount of sales to be $ 14,250.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: .....Clerk.

(Final Order)

JOHN GAITHER

versus

ISRAEL GAITHER, unmarried,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 16 June, 1953.

ORDERED BY THE COURT, This 16th day of June, finally 1953, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Rhudy Judge.

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OFFICE OF LIBER 85 PAGE 357

Southern Maryland Times

Published by

SPEER PUBLICATIONS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 9570

John Gaither

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis. Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1953. The first insertion being made the 14th day of May, 1953

SPEER PUBLICATIONS. INC.

By Lillie L. French

No. S. M. T. 883

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ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 9,750 Equity

JOHN GAITHER

Vs.

ISRAEL GAITHER, unmarried, et al

Ordered, this 11th day of May, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Ernest N. Cory, Jr. and Linwood L. Clark, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of June next.

The report states that the amount of sales to be $14,250.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Ju-4

Filed 15 June, 1953

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

JOHN GAITHER, :

PLAINTIFF. :

VS. :

ISRAEL GAITHER, and others, :

DEFENDANTS. :

- - - - - - - - - - - - - - - - : NO. 9570 EQUITY
NO. 10,421 EQUITY
ABRAHAM GAITHER, : CONSOLIDATED

PLAINTIFF. :

VS. :

JOHN GAITHER, and others, :

DEFENDANTS. :

:::::::

ORDER REFERRING CASE TO AUDITOR FOR STATEMENT OF AN ACCOUNT

It is ORDERED this tenth day of September, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, on said court's own motion, that this case be, and the same is hereby, referred to the auditor for the statement of an account.

Judge

Filed 10 Sept. 1953

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LIBER 85 PAGE 359

In the Case of

John Gaither

vs.

Rosa Henson

Abraham Gaither, et al

In the

Circuit Court

For

Anne Arundel County

No. 9570 Equity

To the Honorable, the Judges of said Court:

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

Filed 26 Oct., 1953.

October 19, 1953

All of which is respectfully submitted.

Laura K. Jenkins

Auditor.

Dr. John Gaither vs. Israel Gaither, et al in ac.

To Trustees for Commissions, viz:	457	50	457	50
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	65	75		
Clerk of Court - additional costs	13	00		
Jos. W. Alton - Sheriff's costs	4	35		
Jos. W. Alton, Jr. - Sheriff's costs	13	75		
W. Harvey Hill - Sheriff's costs	1	25		
Caroline A. Jones - stenographer's fee	30	00		
Katharine H. McCutchan -stenographer's fee	10	00		
Auditor - stating this account	72	00	230	10
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale and notice to creditors	50	01		
Capital-Gazette Press - handbills	10	20		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The News Leader - advertising sale	27	30		
Independent Publishing Co. -advertising sale		96		
American Surety Co. of N.Y. - bond premium	32	00		
F. C. Cook - auctioneer's fee	30	00		
Kent R. Mullikin - appraisal and testimony	50	00		
L. W. Dunn - appraisal and testimony	50	00		
Linwood L. Clerk - fee for legal services (Order of 9/10/53)	75	00		
Naomi K. Cox - notary fee		50	339	97
To Trustees for Claims Filed, viz:				
W. R. Selby - balance due on funeral expenses of Thomas Gaither	35	00		
W. R. Selby - balance duedon funeral expenses of Joshus Gaither	25	00	60	00
BALANCE FOR DISTRIBUTION $13,174.93				
Distributed to the children of Thomas Gaither, who died 10/31/43, in accordance with Court's Decree dated 4/9/53, as follows:				
(1) TO JOHN W. GAITHER, son - one-third $ 4,391.65				
Less: 1% inheritance tax 43.92				
$ 4,347 73				
Less the following claims filed, viz:				
(a.) To Rufus C. Walters and Samuel C. Walters, - in full for mortgage claim (Mortgage dated 10/6/51-recorded J.H.H. #648 folio 515)	500	00		
(b) To Guil Barber - amount due under assignment dated 5/2/53 (Order of 9/10/53)	650	00		

(c) To Ernest N. Corey, Jr., - amount due under assignment dated 9/12/53		563 50	
(d) To Earl H. Long - in full for judgment claim (#4432 Law), viz:			
Debt	$178.50		
Interest to 9/9/53	14.29		
Court costs	16.25		
Court costs (#4698)	15.50		
Court costs (#4738)	9.50		
Court costs (Prince George's County)	13.75	247 79	
(e) To Long's Subdivision of Laurel, Inc. - in full for judgment claim (#4433 Law), viz:			
Debt	$220.00		
Interestto 9/9/53	29.62		
Court costs	16.25		
Court costs (#4699)	15.50		
Court costs (#4739)	9.50		
Court costs (Prince George's County)	13.75	304 62	
(f) To Long's Suvdivision of Laurel, Inc. - in full for judgment claim (Mag. Docket J.H.H. #11 folio 375), viz:			
Debt	$220.00		
Interest to 9/9/53	14.57		
Attorney's fee	33.00		
Court costs	2.50		
Court costs (#4697)	15.50		
Court costs (#4737)	9.50		
Court costs (Prince George County	13.75	308 82	
To John W. Gaither - this balance		1,773 00	
(2) To Samuel C. Walters and Rufus C. Walters, assignees of Rose Henson, daughter , one-third	$4,391.64		
Less: 1% inheritance tax	43.92	4,347 72	
(3) TO ABRAHAM GAITHER,son - one-third	$4,391.64		
Less: 1% inheritance tax	43.92	4,347 72	
To R. Glenn Prout, Register of Wills - total direct inheritance tax		131 76	13,174 93
			14,262 50

with Ernest N. Corey, Jr. and Linwood L. Clark, Trustees Cr.

1953				
May	9	Proceeds of Sale	14,250 00	14,250 00
		Refund 1953 State and County taxes	12 50	12 50
				14,262 50

ORDER NISI

LIBER 85 PAGE 363

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

John Gaither

VERSUS

Rose Henson

Abraham Gaither,

et al

No. 9570 Equity.

Filed 26 Oct., 1953.

ORDERED, This 26 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 30 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 30 day of November next.

John H. Hopkins, 2nd, Clerk.

Filed 17 Dec., 1953.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17 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

Benjamin Richardson
Judge.

115

LIBER 85 PAGE 364

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. 9,570 Equity

JOHN GAITHER

Vs.

ROSE HENSON, ABRAHAM GAITHER, et al.

Ordered, this 26th 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 30th 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 30th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

11-19

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1953

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity No. 9570

John Gaither

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 30th day of November, 1953. The first insertion being made the 29th day of October, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. MCG. 11730

44 Filed Dec. 2 "1953

LIBER 85 PAGE 365

VINTON JENNINGS Robinson Anne Arundel County, Maryland	*	
MARY JENNINGS, Widow Robinson Anne Arundel County, Maryland	*	IN THE
HORACE E. SEYMOUR and LOUISE S. SEYMOUR, his wife, Robinson Anne Arundel County, Maryland	*	CIRCUIT COURT
VS.	*	
JOSHUA HENSON and HANNAH E. HENSON, his wife, Erleigh Heights Anne Arundel County, Maryland, and all other persons having or claiming to have any right, title, interest, estate or demand in and to all that lot of ground situate in the Third Election Dis- trict of Anne Arundel County, con- taining 11 and 1/2 acres, more or less, and being the identical lot of ground which was conveyed to said Joshua Henson and Hannah E. Henson, his wife, by Thomas H. Jennings and wife, by Deed dated January 6, 1906, and recorded among the Land Records of Anne Arundel County in Liber GW No. 48 folio 188.	*	FOR ANNE ARUNDEL COUNTY IN EQUITY No. 10,804

* * * * * * *

BILL OF COMPLAINT TO FORECLOSE
RIGHTS OF REDEMPTION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Bill of Complaint of Vinton Jennings, Mary Jennings, Horace E. Seymour and Louise S. Seymour, his wife, Plaintiffs, by Arthur A. Anderson, Jr., their solicitor, respectfully shows unto this Honorable Court:

1. That on July 24, 1934, C. Albert Hodges, then Treasurer of Anne Arundel County, and Collector of County and State taxes for said County, sold at public auction, for unpaid taxes for the year 1930, and prior years, the 11 and 1/2 acre tract of land situate in the Third Election District of Anne Arundel County, and hereinafter described, pursuant to the authority vested in him by Article 2, Section 495 to 496 , inclusive, Code of Public Local Laws of Maryland, in force at that time; that said tract was purchased at said sale by the County Commissioners of Anne Arundel County; said

Filed 18 Sept, 1953.

sale was reported to the Circuit Court for Anne Arundel County in Equity, and by said Court finally ratified on September 3, 1936, (See Tax Sale Docket FSR No. 1, folio 479, No. 1931, proceedings recorded in Tax Sale Record FAM No. 9 folio 57).

2. That by Deed dated January 21, 1937, and recorded among the Land Records of Anne Arundel County in Liber FAM No. 161 folio 19, the said C. Albert Hodges, then late County Treasurer for Anne Arundel County, conveyed said tract of land to the County Commissioners for Anne Arundel County (certified copy of which deed is annexed hereto and prayed to be taken as a part hereof and marked as "Plaintiffs' Exhibit No. 1").

3. That by Deed dated March 8, 1937, and recorded among the Land Records of Anne Arundel County in Liber FAM No. 175 folio 248, the said County Commissioners of Anne Arundel County conveyed said tract of land unto Benjamin Michaelson by a metes and bounds description as follows:

BEGINNING at a point at the end of 2.86 perches on a line drawn North 11 degrees East from the Southeast corner of Robert Wallace's lot and at a point where the Northeast line of the Baltimore and Annapolis Short Line Railroad crosses the said line, thence with Robert Wallace's lot North 11 degrees East 21.86 perches to Goetlieb Haegi's land, thence South 81½ degrees East 53.75 perches to a stone, thence South 5-3/4 degrees West 39 perches to a stone set in the corner of Tyding's land, thence with the line of Tyding's land, South 64-3/4 degrees West 19 perches to a point where the East line of the lot this day conveyed to William N. Jennings et al intersects, thence North 28 degrees West 34.10 perches and with the Jenning's line aforesaid to a stake planted at a small bridge on a private road, thence South 67 degrees West 14.4 perches to the Eastern edge of the Railroad right of way, thence across said right of way North 38-3/4 degrees West 11.36 perches to the place of beginning.
Containing 11 and 1/2 acres, more or less.

Certified copy of which deed is annexed hereto and prayed to be taken as a part hereof and marked "Plaintiffs' Exhibit No. 2".

4. That the said Benjamin Michaelson subdivided said 11 and 1/2 acre tract into four parcels and conveyed the same as follows:

a. By deed dated November 24, 1939, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 209 folio 209 to William N. Jennings and Mary Jennings, his wife, all that portion thereof known as Lot A, and described as follows:

BEGINNING for lot A, at a stake set on the South 81 degrees 30 minutes East line of the conveyance from Daniel R. Randall,

Trustee, to Joshua Henson as recorded in G.W. No. 52 folio 340, etc., by deed dated November 20, 1908, which point of beginning is with magnetic meridian corrected to September 1939, North 79 degrees 30 minutes West 297.1 feet from a stone at the end of said line and is on the East side of the Ritchie Highway. Thence with said line south 79 degrees 30 minutes East 226.3 feet to a stake thence leaving the outline South 62 degrees 24 minutes West 182.4 feet to a stake on the East side of the Ritchie Highway, thence with said side of the Highway North 27 degrees 36 minutes west 143.0 feet to the beginning, containing 0.30 acres of land more or less. According to a plat and survey by Edward Hall, Jr., County Surveyor in September 1939.

Certified copy of which deed is annexed hereto and prayed to be taken as a part hereof and marked "Plaintiffs' Exhibit No. 3".

b. By deed dated November 24, 1939, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 209 folio 214 to William N. Jennings and Mary Jennings, his wife, all that portion thereof known as Lot B,and described as follows:

BEGINNING for Lot B, at a stone set at the beginning of the south 5 degrees 45 minutes west line of the conveyance from Daniel R. Randall, Trustee, to Joshua Henson by deed dated November 20, 1906, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 52 folio 340, etc., thence with said line as now surveyed and corrected for the variation of September 1939, South 7 degrees 45 minutes west 170.35 feet to a stake, thence leaving the outlines south 62 degrees 24 minutes west 135 feet to a stake on the east side of the Ritchie Highway, thence with said Highway north 27 degrees 36 minutes west 179.2 feet to a stake, thence leaving said Highway north 62 degrees 24 minutes east 182.4 feet to a stake set on the south 81 degrees 30 minutes east line of said conveyance; thence with said line as now surveyed, south 79 degrees 30 minutes east 70.8 feet to the beginning. Containing 9.76 acres more or less according to a survey and plat by Edward Hall, Jr., County Surveyor in September 1939.

Certified copy of which deed is annexed hereto and prayed to be taken as a part hereof and marked "Plaintiffs' Exhibit No. 4".

c. By deed dated November 24, 1939, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 209 folio 211 to Vinton Jennings and Geneva Jennings, his wife, all that portion thereof known as Lot C, and described as follows:

BEGINNING for lot C at a stake on the south 5 degrees 45 minutes West line of the conveyance from Daniel R. Randall, Trustee, to Joshua Henson, by deed dated November 20, 1908, as recorded in G.W. No. 52 folio 340, etc., which point of beginning is with magnetic meridian corrected to September 1939, South 7 degrees 45 minutes west 170.35 feet from a stone at the beginning of said line; thence with said line south 7 degrees 45 minutes west 233.0 feet to a stake set on the northeast side of the Ritchie Highway; thence leaving the outlines and with said side of said Highway north 27 degrees 36 minutes west 190.0 feet to a stake a corner of lot B thence with Lot B, north 62 degrees 24 minutes east 135.0 feet to the beginning, containing 0.30 acres more or less. Same being Lot C, as shown on a Plat by Edward Hall, Jr., County Surveyor, in September 1939.

Certified copy of which deed is annexed hereto and prayed to be taken as a part hereof and marked "Plaintiffs' Exhibit No. 5".

3

d. By deed dated November 24, 1939, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 209 folio 213 to William N. Jennings and Vinton Jennings, as tenants in common, all that portion thereof known as Lot D, and described as follows:

BEGINNING for the same at a stake set at the beginning of the conveyance to Joshua Henson from Daniel R. Randall, Trustee, by deed dated November 20, 1906, as recorded in Liber G.W. No. 52 folio 340 of the Land Records of Anne Arundel County, Maryland. Thence with the outlines of said conveyance as surveyed by Edward Hall, Jr., County Surveyor, in August, 1939, with magnetic meridian corrected to the date of Survey the following two courses and distances, North 13 degrees 00 minutes east 360.69 feet to a stone and south 78 degrees 56 minutes east 395.48 feet to a stake set on the west edge of the Ritchie Highway. Thence leaving the outlines and with the southwest edge of said Highway south 27 degrees 36 minutes east 824.2 feet to a stake set on the south 64 degrees 45 minutes west 19 perch line of the conveyance herein referred to, thence leaving the Highway and with the outlines south 66 degrees 45 minutes west 303 feet to a stake thence north 26 degrees 00 minutes west 562.65 feet to a stake set at the north east edge of a bridge on a private road thence south 69 degrees west 237.6 feet to a stake. Thence with the closing line of said conveyance as platted from Deed description and corrected for variation North 38 degrees 45 minutes west 186.44 feet to the beginning, containing 8.15 acres, more or less. Same being Lot D as shown on a plat by Edward Hall, Jr., County Surveyor in August 1939.

Certified copy of which deed is annexed hereto and prayed to be taken as a part hereof and marked "Plaintiffs' Exhibit No. 6".

5. That Geneva Jennings, the wife of Vinton Jennings, has since departed this life, and the said Vinton Jennings, has since married one Daisy Jennings.

6. That by Deed dated May 10, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 624 folio 563 the said William N. Jennings and Mary Jennings, his wife, Vinton Jennings and Daisy Jennings, his wife, granted and conveyed unto Horace E. Seymour and Louise S. Seymour, his wife, all that 1.22 acre of land, more or less, on the West side of Ritchie Highway, being a part of Lot D hereinbefore mentioned and more particularly described as follows:

BEGINNING for the same at an iron axle heretofore set on the west side of the Ritchie Highway at the end of the south 78 degrees 56 minutes East 395.48 foot line of the whole tract hereinafter mentioned, and running from thence leaving said Ritchie Highway and with and reverse of the said last mentioned line North 78 degrees 56 minutes west 395.48 feet to an iron pin now set by an old boundary stone; thence still with the outlines South 12 degrees 45 minutes west 232.45 feet to another iron pin; thence leaving the

outlines and running across part of said mentioned whole tract for a new division line and with the northern boundary lines of another 1.22 acre lot adjoining hereto on the south to be conveyed to William Queen, North 74 degrees 03 minutes east 342.15 feet to another iron pin, thence North 84 degrees 28 minutes east 134.65 feet to another iron pin now set on the west side of the abovementioned Ritchie Highway and to intersect the South 27 degrees 36 minutes East 824.2 foot line of said mentioned whole tract; thence with and reverse of said last mentioned line and along the said west side of said Highway North 27 degrees 31 minutes west 50.0 feet to the place of beginning. Containing 1.22 acres of land according to a survey and Plat by J. Revell Carr, Surveyor, October, 1949.

Certified copy of which deed is annexed hereto and prayed to be taken as a part hereof and marked "Plaintiffs' Exhibit No. 7".

7. That the said William N. Jennings has since departed this life on the 10th day of January, 1953, leaving a Last Will and Testament which has been duly probated by the Orphans' Court for Anne Arundel County and is now recorded in the Office of the Register of Wills for said County in Wills Liber RGP No. 4 folio 568, by the terms of which said Last Will and Testament he devised and bequeathed all of his property, including his interest in the parcels of land hereinbefore described unto his wife, Mary Jennings, one of the parties plaintiff hereto. Certified copy of said Last Will and Testament is annexed hereto and prayed to be taken as a part hereof and marked "Plaintiffs' Exhibit No. 8".

8. That the Plaintiffs herein desire to avail themselves of the right to foreclose all rights of redemption in said property under the provisions of Section 97 of Article 81 of the Annotated Code of Maryland (1951 Edition).

9. That in accordance with the provisions of said Section, Certificate of Tax Sale No. 2052 dated May 20, 1953, was issued by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of State and County Taxes for said County, covering the fee simple property described as follows:

All that lot or parcel of ground lying in the Third Election District of Anne Arundel County containing 11 and 1/2 acres, more or less, as more fully described in G.W. No. 48 folio 188.

And which description is substantially the same as the description appearing on the Collector's Tax Roll at the time of said Tax Sale on July 24, 1934, and is intended to describe the same property, the fee simple title to which is now vested in the Plaintiffs herein under and by virtue of the deeds hereinbefore referred to and filed herewith as Plaintiff's Exhibit Nos. 1 through 7. Original of said Certificate of Tax Sale is annexed hereto and prayed to be taken as a part hereof and marked "Plaintiffs'

10. That the said Horace E. Seymour and Louise S. Seymour, his wife, have since improved the 1.22 acre tract of land, acquired by them as aforesaid,with a valuable dwelling house.

11. That,except for the tax sale hereinbefore recited, and the chain of title devolving therefrom, said hereinbefore described property still stands in the name of Joshua Henson and Hannah E. Henson, his wife.

12. That although more than a year and a day from the time of the sale of said property has expired, the said property has not been redeemed by any party in interest and this proceeding to foreclose the rights of redemption therein is brought within two years from the date of the issuance of the aforesaid Certificate of Tax Sale.

13. That the amount necessary for the redemption of the property hereinbefore described and referred to is the purchase price of said property as it appears on the face of the aforesaid Certificate of Tax Sale No. 2052, together with interest thereon at the rate of six per cent (6%) per annum from the date of sale to the date of redemption, and all other taxes or public charges thereon accruing subsequent to the date of sale, together with interest and penalties thereon to the date of redemption, and the total expenditures made by the Plaintiffs, Horace E. Seymour and Louise S. Seymour, his wife, in improving said property many years after the date of said sale, together with the total disbursements made by the Plaintiffs herein in accordance with the provisions of Chapter 540, Laws of Maryland, 1941, and Acts amendatory thereto.

TO THE END THEREFORE:

a. That this Honorable Court may pass a final decree foreclosing all rights of redemption of all the Defendants and of all other persons having or claiming to have any interest in and to the hereinbefore described property.

b. That this Honorable Court may pass a final decree vesting in the Plaintiffs an absolute and indefeasible title, in fee simple, in and to their respective portions of the property

hereinbefore described, and barring all rights of redemption, and foreclosing all prior or subsequent alienations and descents of said property and all encumbrances thereon, except public easements to which the property is subject and taxes and other public liens accruing subsequent to the date of the aforementioned tax sale.

c. That a writ of subpoena be issued to the Defendants Joshua Henson and Hannah E. Henson, his wife, Erleigh Heights, Anne Arundel County, Maryland, commanding them to be and appear in this Court on some day certain to be named therein and answer the said Bill of Complaint or redeem the said property and abide by and perform such decrees or orders as may be passed therein and warning them that in the case offailure to do so a final decree will be rendered foreclosing all rights of redemption in the aforesaid property.

d. That an Order of Publication be passed giving notice to the Defendants, Joshua Henson and Hannah E. Henson, his wife, and all persons, known or unknown, having or claiming to have any interest in the aforesaid property of the object and substance of this Bill of Complaint, and warning them to be and appear in this court in person or by solicitor on or before the day of , 1953, and to show cause, if any they may have, why a decree or decrees should not be passed as prayed.

e. That the Plaintiffs may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, ETC.

Vinton Jennings

Mary Jennings

Horace E. Seymour

Louise S. Seymour

Plaintiffs

Arthur A. Anderson, Jr.,
Attorney for Plaintiffs

THIS DEED, made this 21st day of January, in the year nineteen hundred and 37 between C. Albert Hodges, late County Treasurer of Anne Arundel County, of the first part, and County Commissioners of Anne Arundel County of the second part:

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year nineteen hundred and 30 and assessed to Joshua Henson and wife, and the said C. Albert Hodges, County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

AND WHEREAS, on the 24th day of July in the year nineteen hundred and 34 the said C. Albert Hodges, County Treasurer as aforesaid, sold said property hereinafter described, at public sale to County Commissioners of Anne Arundel County at and for the sum of One Hundred Fifteen dollars, they being then and there the highest offer therefor;

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passed therein.

AND WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 3rd day of September in the year nineteen hundred and 36 and the said C. Albert Hodges, late County Treasurer, is authorized by law, to execute this deed.

NOW, THEREFORE THIS DEED WITNESSETH, that in consideration of the premises and the sum of one Hundred & Fifteen dollars the said C. Albert Hodges, late County Treasurer, as aforesaid, does hereby grant and convey unto the said County Commissioners of A.A.County its successors or assigns, all that piece or parcel of land, situate, in the Third Election District of Anne Arundel County, containing 11½ acres of land, more or less, as by reference to said deed will fully appear, said lot of land being the identical lot of land which was conveyed to the said Joshua Henson and wife

8 Plaintiffs' Exhibit No. 1. Filed 18 Sept, 1953.

by Thomas H.Jennings and Laura Jennings, his wife by deed bearing date the 6th day of January 1906 and duly recorded among the Land Records of Anne Arundel Coungy in Liber G.W. No. 48 folio 188 &c.,and also the same property mentioned and described in a deed from Daniel R.Randall,Trustee, to Joshua Benson, dated November 20, 1906 and recorded among the Land Records in Liber G.W. No. 52 folio 340.

TOGETHER WITH the improvements thereon, made or being and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid property unto the County Commissioners of Anne Arundel County its successors and assigns forever.

WITNESS my hand and seal the day and year first above written.

TEST: BENJ. MICHAELSON C. ALBERT HODGES (SEAL)
Late Treasurer of Anne Arundel County

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 21st day of January in the year nineteen hundred and 37 before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared C. Albert Hodges, late County Treasurer of Anne Arundel County, and acknowledged the aforegoing to be his act.

(NOTARIAL SEAL) BENJ. MICHAELSON
NOTARY PUBLIC

RECORDED - 4th-March-1937-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. 161 folio 19, one of the Land Record Books 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 28th day of July, A.D. 1953.

John K. Hopkins, 3rd CLERK

Plaintiffs' Exhibit No. 1.

9

(Int. Rev. Stamp 50¢) (Md. State Stamp (10¢)

THIS DEED made this 8" day of March, 1937, by and between the County Commissioners of Anne Arundel County. a body corporate. party of the first part, Grantor, and Benjamin Michaelson. party of the second part, Grantee. all of Anne Arundel County. State of Marvland; Witnesseth:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations paid by the said party of the second part to the said party of the first part, the receipt whereof in hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Benjamin Michaelson, his heirs and assigns in fee simple,all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

BEGINNING at a point at the end of 2.86 perches on a line drawn North 11 degrees East from the Southeast corner of Robert Wallace's lot and at a point where Northeast line of the Baltimore and Annapolis Short Line Railroad crosses the said line: thence with Robert Wallace's lot North 11 degrees East 21.86 perches to Gottlieb Haegi's land: thence South 81½ degrees East 53.75 perches to a stone; thence South 5 3/4 degrees West 39 perches to a stone set in the corner of Tyding's land; thence with the line of Tyding's land South 64 3/4 degrees West 19 perches to the point where the East line of the lot this day conveyed to William N. Jennings and others intersect, thence North 28 degrees West 34.10 perches and with the Jenning's line aforesaid to a stake planted at a small bridge on a private road: thence South 67 degrees West 14.40 perches to the Eastern edge of the Railroad's right of way; thence across said right of way North 38 3/4 degrees West 11.36 perches to the place of beginning. Containing 11½ acres of land more or less, also all the right, title and interest and estate of parties to the said proceedings in and to the one-half of a triangular lot of ground adjoining the South outline of the above described property and claimed by abutting owners. said to contain 2 acres of ground more or less: the same being a portion of a twenty-five acre tract conveyed by Addison Johnson and wife to Thomas H. Jennings and Joshua Henson by deed dated January 18, 1886 and recorded in Liber S. H. No. 27. folio 504. Saving and excepting therefrom all that tract or parcel of land containing 2.62 acres of land which was conveyed

Plaintiffs' Exhibit No. 2.

Filed 18 Sept., 1953.

10

to the State of Maryland to the use of the State Roads Commission by the County Commissioners of Anne Arundel County, a body corporate, by deed dated January 21, 1937, and recorded among the Land Records of Anne Arundel County prior to the recording of this deed; being a part of the same property which was conveyed to the County Commissioners of Anne Arundel County, a body corporate, by C. Albert Hodges, late Treasurer of Anne Arundel County, by deed dated January 21, 1937, and recorded among the aforesaid Land Records prior to the recording of this deed; being also a part of the same property which was conveyed to Joshua Henson by Daniel R. Randall; Trustee, by deed dated November 20, 1906, and recorded among the aforesaid Land Records in Liber G. W. No. 52, folio 340.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Benjamin Michaelson, his heirs and assigns in fee simple forever.

WITNESS the signature of Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

Attest:
R. Harry Arnold
Clerk (CORPORATE SEAL)

County Commissioners of Anne Arundel County, a body corporate.
by Thomas J. Cullimore
President.

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY that on this 8" day of March, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the act and deed of said body corporate.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL)

LINA JOHNSON
NOTARY PUBLIC

Recorded-November-29-1937-10:45-A.M.

Plaintiffs' Exhibit No. 2.

//

LIBER 85 PAGE 376

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:-

I HEREBY CERTIFY. That the aforegoing Deed is truly taken and copied from Liber F. A. M. No. 175. folio 248, 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 29 day of July. A. D. 1953.

John H. Hopkins, 3rd (CLERK)
John H. Hopkins. 3rd. Clerk.

Plaintiffs' Exhibit No. 2.

THIS DEED, made this 24th day of November, in the year one thousand nine hundred and thirty-nine, by and between Benjamin Michaelson and Naomi D. Michaelson, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and William N. Jennings and Mary Jennings, his wife, parties of the second part, Grantees.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations paid by the said parties of the second part, to the said parties of the first part, tne receipt whereof is hereby acknow-, ledged, the said Benjamin Michaelson and Naomi D. Michaelson, his wife,do grant and convey unto the said William N. Jennings and Mary Jennings, his wife, a- tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, all that lot or parcel of ground, situate, lying and being in the Third Election District of Anne Arundel County, and described as follows, that is to say:-

BEGINNING for lot A, at a stake set on the South 81 degrees 30 minutes East line of the conveyance from Daniel R. Randall, Trustee, to Joshua Henson as recorded in G.W. No. 52 folio 340, etc., by deed dated November 20, 1908 which point of beginning is with magnetic meridian corrected to September 1939, North 79 degrees 30 minutes West 297.1 feet from a stone at the end of said line and is on the East side of the Ritchie Highway. Thence with said line south 79 degrees 30 minutes East 226.3 feet to a stake thence leaving the outline South 62 degrees 24 minutes West 182.4 feet to a stake on the East side of the Ritchie Highway, thence with said side of the Highway North 27 degrees 36 minutes west 143.0 feet to the beginning, containing 0.30 acres of land more or less. According to a plat and survey by Edward Hall, Jr., County Surveyor in September 1939. Same being Lot A as shown on said plat and is part of the conveyance hereinbefore referred to. Said plat being recorded with this deed as a part hereof.

BEING a part of the same property which was conveyed to Benjamin Michaelson by the County Commissioners of Anne Arundel County in Liber F.A.M. No. 175 folio 248.

TOGETHER with the buildings and improvements thereupn erecred, made or being and all and every the rights, alleys, ways, waters, privileges, appur-tenances and advantages to the same belonging, or anywise appertaining.

Plaintiff's Exhibit No. 3

13

Filed 18 Sept., 1953.

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 William, N. Jennings and Mary Jennings, his wife, as tenants by the entireties, the survivor of them, 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: LINA JOHNSON

BENJAMIN MICHAELSON (SEAL)

NAOMI D. MICHAELSON (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of November, in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in ad for the County aforesaid, personally appeared Benjamin Michaelson and Naomi D. Michaelson, his wife, the above named grantors and each acknowledged the foregoing Deed to be their act.

As witness my hand and Notarial Seal.

(NOTARIAL SEAL)

LINA JOHNSON

NOTARY PUBLIC

RECORDED NOVEMBER 27, 1939 at 11-10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 209 folio 209, 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 28th day of July, A.D. 1953.

John R. Hopkins, 3rd. Clerk.

Plaintiff's Exhibit No. 3.

THIS DEED, made this 24th day of November in the year one thousand nine hundred and thirty-nine, by and between Benjamin Michaelson and Naomi D. Michaelson, his wife, of Anne Arundel County in the State of Maryland, of the first part and William J. Jennings and Mary Jennings, his wife, and Vinton Jenning and Geneva Jennings, hiswfie parties of the second part, Grantees.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations paid by the said parties of the second part to the said parties of the first part the receipt whereof is hereby acknowledged, the said Benjamin Michaelson and Naomi D. Michaelson, his wife, do grant and convey unto the said William N.Jennings and Mary Jennings his wife as tenants by the entireties the survivor of them, their heirs and assigns, in fee simple, as to an undivided one-half interest, and to Vinton Jennings and Geneva Jennings his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, as to an undivided one-half interest in and to all that lot or parcel of of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows, that is to say:-

BEGINNING for Lot B, at a stone set at the beginning of the south 5 degrees 45 minutes west line of the conveyance from Daniel _ Randall, Trustee to Joshua Henson by deed dated November 20, 1906 and recorded among the Land Records of Anne Arundel County in Liber G.W.No.52 folio 340, etc.,thence with said line as now surveyed and corrected for the variation of September 1939. South 7 degrees 45 minutes west 170.35 feet to a stake, thence leaving the outlines south 62 degrees 24 minutes west 135 feet to a stake on the east side of the Ritchie Highway, thence with said Highway north 27 degrees 36 minutes west 179.2 feet to a stake, thence leaving said Highway north 62 degrees 24 minutes east 182.4 feet to a stake set on the south 81 degrees 30 minutes east line of said conveyance; thence with said line as now surveyed, south 79 degrees 30 minutes east 70.8 feet to the beginning. Containing 0.76 acres more or less according to a survey and plat by Edward Hall, Jr. County Surveyor in September 1939. Same being Lot B as shown on said plat and is part of the conveyance hereinbefore referred to, said plat being recorded with a deed from Benjamin Michaelson and wife to William N. Jennings and wife and recorded among the aforesaid land records of Anne Arundel County prior hereto. Being a part of the same property which was conveyed to Benjamin Michael-

15 Plaintiffs' Exhibit No. 4. Filed 18 Sept., 1953.

son by the County Commissioners of Anne Arundel County by deed date-- March 8, 1937 and recorded among the aforesaid land records in Liber F.A.M. No. 175 folio 248.

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 William N.Jennings and Mary Jennings, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns in fee simple, as to an undivided one-half interest and to Vinton Jennings and Geneva Jennings, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, as to an undivided one-half interest in and to the above described lot of ground.

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: LINA JOHNSON

BENJAMIN MICHAELSON (SEAL)
NAOMI D. MICHAELSON (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of November in the year one thousand nine hundred and thirty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and Naomi D. Michaelson, his wife, the above named grantors and each acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL)

LINE JOHNSON
NOTARY PUBLIC

RECORDED NOVEMBER 27, 1939 at 11-10 A.M.

Plaintiffs'Exhibit No. 4.

LIBER 85 PAGE 381

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 209 folio 214, 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 28th day of July, A.D. 1953.

John K. Hopkins, 3rd CLERK.

Plaintiffs'Exhibit No. 4.

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THIS DEED, made this 24th day of November in the year one thousand nine hundred and thirty-nine by and between Benjamin Michaelson and Naomi D. Michaelson, his wife, of Anne Arundel County in the State of Maryland, of the first part and Vinton Jennings and Geneva Jennings, his wife, parties of the second part, Grantees.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations paid by the said parties of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said Benjamin Michaelson and Naomi D. Michaelson, his wife, do grant and convey unto the said Vinton Jennings and Geneva Jennings, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns, in fee simple, all of that lot or parcel of ground, situate, lying and being in the Third Election District of Anne Arundel County, and described as follows, that is to say:-

BEGINNING for lot C at a stake set on the south 5 degrees 45 minutes West line of the conveyance from Daniel R. Randall, Trustee, to Joshua Henson, by deed dated November 20, 1908, as recorded in G.W.No. 52 folio 340, etc.,which point of beginning is with magnetic meridian corrected to September 1939, South 7 degrees 45 minutes west 170.35 feet from a stone at the beginning of said line; thence with said line south 7 degrees 45 minutes west 233.0 feet to a stake set on the northeast side of the Ritchie Highway; thence leaving the outlines and with said side of said Highway north 27 degrees 36 minutes west 190.0 feet to a stake a corner of lot B thence with Lot B, north 62 degrees 24 minutes east 135.0 feet to the beginning, containing 0.30 acres more or less. Same being Lot C, as shown on a Plat by Edward Hall, Jr. County Surveyor, in September 1939. and is part of the conveyance hereinbefore referred to. Said plat being recorded with a deed from the above named Grantors to William N. Jennings and wife, and recorded among the Land Records of Anne Arundel County prior hereto. The above described property being a part of the same property which was conveyed to Benjamin Michaelson by the County Commissioners of Anne Arundel County by deed dated March 8, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. No. 175 folio 248.

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.

Plaintiffs' Exhibit No. 5

18 Filed 18 Sept, 1953.

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 Vinton Jennings and Geneva Jennings, his wife, as tenants by the entireties, the survivor of them, 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 hereby 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: LINA JOHNSON

BENJAMIN MICHAELSON (SEAL)

NAOMI D. MICHAELSON (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 24th day of November in the year one thousand nine hundred and thirty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and Naomi D. Michaelson, his wife, the above named grantors, and each acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL)

LINA JOHNSON

NOTARY PUBLIC

RECORDED NOVEMBER 27, 1939 at 11-10 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 209 folio 211, 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 28th day of July, A.D. 1953.

John K. Hopkins 3rd. CLERK

Plaintiffs' Exhibit No. 5.

(INT.REV.STAMP 50¢) (MD. STATE STAMP 20¢)

THIS DEED, made this 24th day of November in the year one thousand nine hundred and thirty-nine, by and between Benjamin Michaelson and Naomi D. Michaelson, his wife, of Anne Arundel County in the State of Maryland, of the first part, and William N. Jennings and Vinton Jennings, parties of the second part, Grantees.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations paid by the said parties of the second part, to the said parties of the first part the receipt whereof is hereby acknowledged, the said Benjamin Michaelson and Naomi D. Michaelson, his wife, do grant and convey unto the said William N. Jennings and Vinton Jennings, as tenants in common, their heirs and assigns, in fee simple, all that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows, that is to say:-

BEGINNING for the same at a stake set at the beginning of the conveyance to Joshua Henson from Daniel R. Randall, Trustee by deed dated November 20, 1906 as recorded in Liber G.W. No. 52 folio 340 of the Land Recores of Anne Arundel County, Maryland, Thence with the outlines of said conveyance as surveyed by Edward Hall, Jr. County Surveyor, in August 1939 with magnetic meridian corrected to the date of Survey the following two courses and distances,North 13 degrees 00 minutes east 360.69 feet to a stone and south 78 degrees 56 minutes east 395.48 feet to a stake set on the west edge of the Ritchie Highway. Thence leaving the outlines and with the southwest edge of said Highway south 27 degrees 36 minutes east 824.2 feet to a stake set on the south 64 degrees 45 minutes west 19 perch line of the conveyance herein referred to, thence leaving the Highway and with the outlines south 66 degrees 45 minutes west 303.feet to a stake thence north 26 degrees 00 minutes west 562.65 feet to a stake set at the north east edge of a bridge on a private road thence south 69 degrees West 237.6 feet to a stake. Thence with the closing line of said conveyance as platted from Deed description and corrected for variation North 38 degrees 45 minutes west 186.44 feet to the beginning, containing 8.15 acres, more or less. Same being Lot D as shown on a plat by Edward Hall, Jr. County Surveyor in August 1939 and is part of the conveyance hereinbefore referred to. Said plat being recorded with the deed from Benjamin Michaelson and wife to William N. Jennings and wife, and recorded among the aforesaid Land Records prior hereto. Being a part of the

Plaintiffs' Exhibit No. 6. Filed 18 Sept., 1953.

same property which was conveyed to Benjamin Michaelson by the County Commissioners of Anne Arundel County by deed dated March 8, 1937 and recorded among the aforesaid Land Records in Liber F.A.M. No. 175 folio 248.

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 William N. Jennings and Vinton Jennings, 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: LINA JOHNSON — BENJAMIN MICHAELSON (SEAL)

NAOMI D. MICHAELSON (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 24th day of November in the year one thousand nine hundred and thirty-nine before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson and Naomi D. Michaelson, his wife, the above named grantors and each acknowledged the foregoing deed to be their act.

AS WITNESS my hand and Notarial seal. Lina Johnson
(NOTARIAL SEAL) Notary Public

RECORDED NOVEMBER 27, 1939 at 11-10 A.M/

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 209 folio 213, 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 28th day of July A.D. 1953.

John H. Hopkins, 3rd CLERK

Plaintiffs' Exhibit No. 6.

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

THIS DEED made this 10th day of May, one thousand Nine Hundred and Fifty-One, by and between William N. Jennings, Mary Jennings, his wife, Vinton Jennings and Daisy Jennings, his wife, all of Anne Arundel County, State of Marvland, of the First part and Horace E.Seymour and Louise S. Seymour, his wife, of Baltimore City, State of Maryland, of the second part.

WITNESSETH, That for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, William N. Jennings and Mary Jennings, his wife, Vinton Jennings and Daisy Jennings, his wife, do each of them grant and convey unto Horace E. Seymour and Louise S. Seymour, his wife, and their assigns as Tenants-by-the-entireties and unto the survivor of them and the heirs and assigns of the survivor in fee simple, all that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Marvland, and described as follows, that is to say:-

BEGINNING for the same at an iron axle heretofore set on the west side of the Ritchie Highway at the end of the south 78 degree 56 minute East 395.48 foot line of the whole tract hereinafter mentioned, and running from thence leaving said Ritchie Highway and with and reverse of the said last mentioned line North 78 degrees 56 minutes West 395.48 feet to an iron pin now set by an old boundary stone: thence still with the outlines South 12 degrees 45 minutes West 232.45 feet to another iron pin; thence leaving the outlines and running across part of said mentioned whole tract for a new division line and with the northern boundary lines of another 1.22 acre lot adjoining hereto on the south to be conveyed to William Queen. North 74 degrees 03 minutes east 342.15 feet to another iron pin; thence North 84 degrees 28 minutes east 134.65 feet to another iron pin now set on the west side of the above mentioned Ritchie Highway and to intersect the South 27 degree 36 minutes east 824.2 foot line of said mentioned whole tract: thence with and reverse of said last mentioned line and along the said West side of said Highway North 27 degrees 31 minutes West 50.0 feet to the place of beginning. Containing 1.22 acres of land according to a survey and Plat by J. Revell Carr, Surveyor, October 1949.

BEING part of Lot called "D"-described in deed dated November 24, 1939

Plaintiffs' Exhibit No. 7.

Filed 18 Sept., 1953

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and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 209 folio 213 from Benjamin Michaelson and wife to William N. Jennings et al. See also deed dated October 14. 1950 and recorded among the Land Records, aforesaid, in Liber J.H.H. No. 599 folio 431 from Marvin I Anderson, Trustee, to William N. Jennings and Vinton Jennings.

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

T O H A V E A N D T O H O L D the lot of ground above described and hereby intended to be conveyed to and unto the use and benefit of the said Horace E. Seymour and Louise S. Seymore, his wife, and their assigns as Tenants-by-the-Entireties and unto the survivor of them and the heirs and assigns of the survivor forever in fee simple.

AND the said Grantors hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby granted: that they will warrant specially the property hereby granted and conveyed and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of the said grantors.

TEST:

J. Caldwell
J.Caldwell

WILLIAM N. JENNINGS (SEAL)
William N. Jennings

MARY JENNINGS (SEAL)
Mary Jennings

VINTON JENNINGS (SEAL)
Vinton Jennings

Horace Carson
Horace Carson

DAISY JENNINGS (SEAL)
Daisy Jennings

STATE OF FLORIDA, DUVAL COUNTY, to wit:

I HEREBY CERTIFY, That on this 16th day of May, One Thousand Nine Hundred and Fifty-One before me, the Subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared William N. Jennings, Mary Jennings and Vinton Jennings, Three of the Grantors named in the Aforegoing deed and each acknowledged said deed to be their respective act.

23 Plaintiffs' Exhibit No. 7.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

J. Caldwell,
Notary Public, State of Florida,

(Notarial Seal) My Commission expires Nov. 15, 1954.

J. CALDWELL

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To wit:

I HEREBY CERTIFY, That on this 10th day of May. One Thousand Nine Hundred and Fifty-One before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Daisy Jennings, William N. Jennings, Mary Jennings, his wife. Three of the Grantors named in the aforegoing deed and each acknowledged said deed to be their respective act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal.

Horace W. Carson
Horace W. Carson,

(NOTARIAL SEAL) NOTARY PUBLIC.

Recorded May 28, 1951, at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber J.H. H. No. 624, folio 563, one of the Land Record Books for Anne Arundel County..

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Circuit Court for Anne Arundel County. this 29th day of July, A. D.. 1953.

John H. Hopkins 3rd (SEAL)
John H. Hopkins. 3rd. Clerk.

Plaintiffs' Exhibit No. 7.

LIBER 85 PAGE 389

LAST WILL AND TESTAMENT.

I, William Nimrod Jennings, of the County of Anne Arundel, State of Maryland, being of sound mind, memory and understanding, do on this ___ day of November 1952, devise, bequeath and publish, this my last will and testament, revoking all others.

To my beloved wife, Mary Lou Jennings, I, bequeth all my worldly goods Lands and Chattel, be they my personal property, Lands, including home, in which we reside, in fact any property that is in my name, at the time of my demise .

In Witness whereof, I have hereunto subscribed my name, this - day of November 1952.

Signed: William Nimrod Jennings
William Nimrod Jennings.

Witness as to the signature of William Nimrod Jennings
Signed in our presence and in the presence of each other.

Witness: Walter Howard , Severna Park, Md.

Witness Harrison R. Day Box 24
Severna Park P. O. Md.

Plaintiffs' Exhibit No. 8.

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Filed 18 Sept, 1953.

Anne Arundel County, Ss:

On the 3rd day of February, 19 53
came Mary L. Jennings
and made Oath in due form of law, that she does not know of any Will or
Codicil of William Nimrod Jennings
late of said County, deceased, other than the above instrument of writing, and that she
received the same from the testator at the time it was executed.
Testator died
on ~~about~~ the 10th day of January, 19 53
Sworn to in open court

Test: Clemence C. Burwell Deputy
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 3rd day of February, 19 53
came Walter Howard and Harrison R. Day
subscribing witnesses to the aforegoing last Will and Testament of
William Nimrod Jennings late of said County, deceased, and made oath in
due form of law, that they did see the Testator
sign and seal this Will; that they heard him publish, pronounce and
declare the same to be his last Will and Testament, that at the time of
his so doing he was, to the best of their apprehension, of sound
and disposing mind, memory and understanding: and that they ~~[illegible]~~

subscribed their names as witnesses to this Will in his presence, at
his request and in the presence of each other.
Sworn to in open Court

Test: Clemence C. Burwell Deputy
Register of Wills for Anne Arundel County.

1M—4-51—M. & T.

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LIBER 85 PAGE 391

STATE OF MARYLAND

Anne Arundel County

I. R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament

of

William Nimrod Jennings *late of said County deceased* together with the proof and probate thereof

taken from the original

being one of the records filed, recorded and

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

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 14th *day of* September *in the year of our Lord, nineteen hundred and fifty* -three.

P Glenn Prout

Register of Wills for Anne Arundel County

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LIBER 85 PAGE 392

2052

CERTIFICATE OF TAX SALE

I Joseph H Griscom Sr successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 24, 1934, I sold to A A Co Comm. at public auction for the sum of 115 Dollars and 00 ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 3 Districts described as all that lot or parcel of ground lying in the 3 Districts containing 11 1/2 A more or less, as more fully described in J N 48 Folio 188 and assessed to Joshua Henson and Wife

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~~ July 25, 1935, 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 20 day of May 1953

Joseph H. Griscom Sr
JOSEPH H. GRISCOM, Sr, Collector.
Treasurer

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 20 day of ~~October~~ May 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Plaintiffs' Exhibit No. 9. Filed 18 Sept., 1953.

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VINTON JENNINGS Robinson Anne Arundel County, Maryland	*	
MARY JENNINGS, Widow, Robinson Anne Arundel County, Maryland	*	IN THE
HORACE E. SEYMOUR and LOUISE S. SEYMOUR, his wife, Robinson Anne Arundel County, Maryland	*	
VS.	*	CIRCUIT COURT
JOSHUA HENSON and HANNAH E. HENSON, his wife, Erleigh Heights Anne Arundel County, Maryland, and all other persons having or claiming to have any right, title, interest, estate or demand in and to all that lot of ground situate in the Third Election Dis- trict of Anne Arundel County, con- taining 11 and 1/2 acres, more or less, and being the identical lot of ground which was conveyed to said Joshua Henson and Hannah E. Henson, his wife, by Thomas H. Jennings and wife, by Deed dated January 6, 1906, and recorded among the Land Records of Anne Arundel County in Liber GW No. 48 folio 188.	*	FOR ANNE ARUNDEL COUNTY IN EQUITY No. 10,804

* * * * * * * *

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described property in the Third Election District of Anne Arundel County, sold for taxes by C. Albert Hodges, County Treasurer and Collector of taxes for Anne Arundel County, and more particularly described as follows:

All that tract of land situate in the Third Election District of Anne Arundel County and containing 11 and 1/2 acres, more or less, which is fully and particularly described in a deed dated January 6, 1906, and recorded among the Land Records of Anne Arundel County in Liber GW No. 48 folio 188, from Thomas H. Jennings and Laura Jennings, his wife, to Joshua Henson and Hannah E. Henson, his wife.

The Bill states, among other things, that the amount necessary for the redemption of said property herein described, has not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 18 day of September, 1953, by the Circuit Court for Anne Arundel County in Equity Ordered

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Filed 18 Sept., 1953.

that notice be given by the insertion of a copy of this Order in one newspaper in Anne Arundel County once a week for four successive weeks (before the 25 day of November, 1953), warning all persons interested or claiming to have an interest in said property to be and appear in this Honorable Court on or before the 11 day of December, 1953, and redeem said property or answer the Bill of Complaint herein filed, or thereafter a final decree shall be rendered foreclosing all rights of redemption in said property and vesting in the Plaintiffs a fee simple title free and clear of all encumbrances.

John H. Hopkins, 3rd. Clerk

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IN THE CIRCUIT COURT
FOR ANNE ARUN[illegible] COUNTY
IN EQUI[illegible]
No. 10,809
VINTON JENNINGS, Robinson, Anne Arundel County, Maryland

MARY JENNINGS, Widow, Robinson, Anne Arundel County, Maryland

HORACE E. SEYMOUR and LOUISE S. SEYMOUR, his wife, Robinson, Anne Arundel County, Maryland

Vs.

JOSHUA HENSON and HANNAH E. HENSON, his wife, Earleigh Heights, Anne Arundel County, Maryland, and all other persons having or claiming to have any right, title, interest, estate or demand in and to all that lot of ground situate in the Third Election District of Anne Arundel County, containing 11 and ½ cares, more or less, and being the identical lot of ground which was conveyed to said Joshua Henson and Hannah E. Henson, his wife, by Thomas H. Jennings and wife, by Deed dated January 6, 1906, and recorded among the Land Records of Anne Arundel County in Liber GW No. 48 folio 188.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following described property in the Third Election District of Anne Aruudel County, sold for taxes by C. Albert Hodges, County Treasurer and Collector of taxes for Anne Arundel County, and more particularly described as follows:

All that tract of land situate in the Third Election District of Anne Arundel County and coutaining 11 and ½ acres, more or less, which is fully and particularly described in a deed dated Jannnry 6, 1906, and recorded among the Land Records of Anne Arundel County in Liber GW No. 48 folio 188, from Thomas H. Jennings and Laura Jennings, his wife, to Joshua Henson and Hannah E. Henson, his wife.

The Bill states, among other things, that the amount necessary for the redemption of said property herein described, has not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 18th day of September, 1953, by the Circuit Court for Anne Arundel County in Equity Ordered that notice be given by the insertion of a copy of this Ordor in one newspaper in Anne Arundel County once a week for four successive weeks (before the 25th day of November, 1953), warning all persons interested or claiming to have an interest in said property to be and appear in this Honorable Court on or before the 11th day of December, 1953, and redeem said property or answer the Bill of Complaint herein filed, or thereafter a final decree shall be rendered foreclosing all right of redemption in said property and vesting in the Plaintiffs a fee simple title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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OFFICE OF LIBER 85 PAGE 395

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 2, 1953

We hereby certify, that the annexed

Order Publication

Eq. 10,809

Vinton Jennings.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of November, 1953. The first insertion being made the 24th day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

31 Filed 3 Nov., 1953.

VINTON JENNINGS Robinson Anne Arundel County, Maryland	*	
MARY JENNINGS, Widow Robinson Anne Arundel County, Maryland	*	IN THE
HORACE E. SEYMOUR and LOUISE S. SEYMOUR, his wife, Robinson Anne Arundel County, Maryland	*	CIRCUIT COURT
VS.	*	
JOSHUA HENSON and HANNAH E. HENSON, his wife, Erleigh Heights Anne Arundel County, Maryland, and all other persons having or claiming to have any right, title, interest, estate or demand in and to all that lot of ground situate in the Third Election Dis- trict of Anne Arundel County, con- taining 11 and 1/2 acres, more or less, and being the identical lot of ground which was conveyed to said Joshua Henson and Hannah E. Henson, his wife, by Thomas H. Jennings and wife, by Deed dated January 6, 1906, and recorded among the Land Records of Anne Arundel County in Liber GW No. 48 folio 188.	*	FOR ANNE ARUNDEL COUNTY IN EQUITY Eq Dkt 15 fo 134 #10809

* * * * * * *

DECREE

The proceedings in the within case having been read and considered and the Defendants having been properly served with process or properly notified by an Order of Publication issued out of this Honorable Court on the 18th day of September, 1953, and no redemption having been made nor answer filed by any party in interest;

It is this 5th day of January, 1954, ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County that the properties hereinafter described and designated as Lot A and Lot B, and being parts of all that tract of land which was sold by C. Albert Hodges, late Treasurer of Anne Arundel County, to the County Commissioners of Anne Arundel County on July 24, 1934, are the properties of Mary Jennings, and the same are hereby vested in the said Mary Jennings by an absolute and indefeasible title, in fee simple,

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Filed 5 Jan., 1954.

free and clear of all prior or subsequent alienations or descents of the properties and encumbrances thereon (except taxes and other public charges accruing subsequently to the date of sale and public assessments to which the properties are subject), and all rights of the Defendants herein, their heirs, devisees and personal representatives, any of their heirs, devisees, executors, administrators, assigns or successors in right, title or interest, in and to said properties, to the intent and purpose that the Deed (hereinafter mentioned)to be executed by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of State and County Taxes for said County, shall convey to the said Mary Jennings a good and merchantable title, in fee simple, to the said properties, which are more particularly described as follows:

BEGINNING for Lot A, at a stake set on the South 81 degrees 30 minutes East line of the conveyance from Daniel R. Randall, Trustee, to Joshua Henson as recorded in G.W. No. 52 folio 340 etc., by deed dated November 20, 1906, which point of beginning is with magnetic meridian corrected to September, 1939, North 79 degrees 30 minutes West 297.1 feet from a stone at the end of said line and is on the East side of the Ritchie Highway. Thence with said line south 79 degrees 30 minutes East 226.3 feet to a stake thence leaving the outline South 62 degrees 24 minutes West 182.4 feet to a stake on the East side of the Ritchie Highway, thence with said side of the Highway North 27 degrees 36 minutes West 143.0 feet to the beginning, containing 0.30 acres of land more or less. According to a plat and survey by Edward Hall, Jr., County Surveyor, in September 1939.

BEGINNING for Lot B, at a stone set at the beginning of the south 5 degrees 45 minutes west line of the conveyance from Daniel R. Randall, Trustee, to Joshua Henson by deed dated November 20, 1906, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 52 folio 340 etc., thence with said line as now surveyed and corrected for the variation of September 1939, South 7 degrees 45 minutes west 170.35 feet to a stake, thence leaving the outlines south 62 degrees 24 minutes west 135 feet to a stake on the east side of the Ritchie Highway, thence with said Highway north 27 degrees 36 minutes west 179.2 feet to a stake, thence leaving said Highway north 62 degrees 24 minutes east 182.4 feet to a stake set on the south 81 degrees 30 minutes east line of said conveyance; thence with said line as now surveyed, south 79 degrees 30 minutes east 70.8 feet to the beginning. Containing 9.76 acres, more or less, according to a survey and plat by Edward Hall, Jr., County Surveyor,in September 1939.

And it is further ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County, that the property hereinafter described and designated as Lot C, and being a part of the property sold by C. Albert Hodges, late Treasurer of Anne Arundel County,to the County Commissioners of Anne Arundel County on July 24, 1934, is the property of

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Vinton Jennings, and the same is hereby vested in the said Vinton Jennings by an absolute and indefeasible title, in fee simple, free and clear of all prior or subsequent alienations or descents of the property and encumbrances thereon (except taxes and other public charges accruing subsequently to the date of sale and public assessments to which the property is subject), and all rights of the Defendants herein, their heirs, devisees and personal representatives, any of their heirs, devisees, executors, administrators, assigns or successors in right, title or interest, in and to said property, to the intent and purpose that the Deed (hereinafter mentioned) to be executed by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of State and County Taxes for said County, shall convey to the said Vinton Jennings a good and merchantable title, in fee simple, to the said property, which is more particularly described as follows:

BEGINNING for Lot C at a stake on the south 5 degrees 45 minutes west line of the conveyance from Daniel R. Randall, Trustee, to Joshua Henson, by deed dated November 20, 1906, as recorded in G.W. No. 52 folio 340, etc., which point of beginning is with magnetic meridian corrected to September 1939, South 7 degrees 45 minutes west 170.35 feet from a stone at the beginning of said line; thence with said line south 7 degrees 45 minutes west 233.0 feet to a stake set on the northeast side of the Ritchie Highway; thence leaving the outlines and with said side of said Highway north 27 degrees 36 minutes west 190.0 feet to a stake a corner of Lot B, thence with Lot B, north 62 degrees 24 minutes east 135.0 feet to the beginning, containing 0.30 acres, more or less. Same being Lot C, as shown on a Plat by Edward Hall, Jr., County Surveyor, in September 1939.

And it is further ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County that the property hereinafter described and designated as Lot D, and being a part of the property sold by C. Albert Hodges, late Treasurer of Anne Arundel County,to the County Commissioners of Anne Arundel County on July 24, 1934, is the property of Mary Jennings and Vinton Jennings, and the same is hereby vested in the said Mary Jennings and Vinton Jennings by an absolute and indefeasible title, in fee simple, free and clear of all prior or subsequent alienations or descents of the property and encumbrances thereon (except taxes and other public charges accruing subsequently to the date of sale and public assessments to which the property is subject), and all rights of the Defendants herein, their heirs, devisees and personal

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representatives, any of their heirs, devisees, executors, administrators, assigns or successors in right, title or interest, in and to said property, to the intent and purpose that the Deed (hereinafter mentioned) to be executed by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of State and County Taxes for said County, shall convey to the said Mary Jennings and Vinton Jennings a good and merchantable title, in fee simple, to the said property, which is more particularly described as follows:

BEGINNING for the same at a stake set at the beginning of the conveyance to Joshua Henson from Daniel R. Randall, Trustee, by deed dated November 20, 1906, as recorded in Liber G.W. No. 52 folio 340 of the Land Records of Anne Arundel County, Maryland. Thence with the outlines of said conveyance as surveyed by Edward Hall, Jr., County Surveyor, in August, 1939, with magnetic meridian corrected to the date of Survey the following two courses and distances, North 13 degrees 00 minutes east 360.69 feet to a stone and south 78 degrees 56 minutes east 395.48 feet to a stake set on the west edge of the Ritchie Highway. Thence leaving the outlines and with the southwest edge of said Highway south 27 degrees 36 minutes east 824.2 feet to a stake set on the south 64 degrees 45 minutes west 19 perch line of the conveyance herein referred to, thence leaving the Highway and with the outlines south 66 degrees 45 minutes west 303 feet to a stake thence north 26 degrees 00 minutes west 562.65 feet to a stake set at the north east edge of a bridge on a private road thence south 69 degrees west 237.6 feet to a stake. Thence with the closing line of said conveyance as platted from Deed description and corrected for variation North 38 degrees 45 minutes west 186.44 feet to the beginning, containing 8.15 acres, more or less. Same being Lot D as shown on a plat by Edward Hall, Jr., County Surveyor, in August 1939.

And it is further ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County that the property hereinafter described and being a part of Lot D hereinabove described, and being the same lot of ground which was by Deed dated May 10, 1951, recorded among the Land Records of Anne Arundel County in Liber JHH No. 624 folio 563 granted and conveyed by Vinton Jennings et al unto Horace E. Seymour and Louise S. Seymour, his wife, is the property of the said Horace E. Seymour and Louise S. Seymour, his wife, and the same is hereby vested in the said Horace E. Seymour and Louise S. Seymour, his wife, by an absolute and indefeasible title, in fee simple, free and clear of all prior or subsequent alienations or descents of the property and encumbrances thereon (except taxes and other public charges accruing subsequently to the date of sale and public assessments to which the property is subject), and all

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rights of the Defendants herein, their heirs, devisees and personal representatives, any of their heirs, devisees, executors, administrators, assigns or successors in right, title or interest, in and to said property, to the intent and purpose that the Deed (hereinafter mentioned) to be executed by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of State and County Taxes for said County, shall convey to the said Horace E. Seymour and Louise S. Seymour, his wife, a good and merchantable title, in fee simple, to the said property, which is more particularly described as follows:

BEGINNING for the same at an iron axle heretofore set on the west side of the Ritchie Highway at the end of the south 78 degrees 56 minutes East 395.48 foot line of the whole tract hereinafter mentioned, and running from thence leaving said Ritchie Highway and with and reverse of the said last mentioned line North 78 degrees 56 minutes west 395.48 feet to an iron pin now set by an old boundary stone; thence still with the outlines South 12 degrees 45 minutes west 232.45 feet to another iron pin; thence leaving the outlines and running across part of said mentioned whole tract for a new division line and with the northern boundary lines of another 1.22 acre lot adjoining hereto on the south to be conveyed to William Queen, North 74 degrees 03 minutes east 342.15 feet to another iron pin, thence North 84 degrees 28 minutes east 134.65 feet to another iron pin now set on the west side of the abovementioned Ritchie Highway and to intersect the South 27 degrees 36 minutes East 824.2 foot line of said mentioned whole tract; thence with and reverse of said last mentioned line and along the said west side of said Highway North 27 degrees 31 minutes west 50.0 feet to the place of beginning. Containing 1.22 acres of land according to a survey and plat by J. Revell Carr, Surveyor, October, 1949.

And it is further ORDERED, ADJUDGED and DECREED by the Circuit Court for Anne Arundel County that the said Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of State and County Taxes for Anne Arundel County shall, upon the payment of the balance of the purchase money due on account of the purchase price of the above described properties, together with all interest and penalties thereon accruing subsequently to the date of said sale, prepare and execute the following Deeds:

1. Conveying Lot A and Lot B to Mary Jennings, in fee simple.
2. Conveying Lot C to Vinton Jennings, in fee simple.
3. Conveying Lot D to Mary Jennings and Vinton Jennings, in fee simple.
4. Conveying all that 1.22 acre of land, more or less, on

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the West side of the Ritchie Highway, hereinabove more particularly described, unto Horace E. Seymour and Louise S. Seymour, his wife, in fee simple.

Benjamin Michaelson
Judge.

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LIBER 85 PAGE 402

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	**	CIRCUIT COURT
DANIEL HOLLAND and	*	FOR
LENA HOLLAND, his wife	*	ANNE ARUNDEL COUNTY
	*	# 10,572 Equity

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

MR. CLERK:

Please docket this case and file the original Mortgage.

Edward G. Ridout

Attorney-named-in-the-Mortgage

Filed 23 Sept., 1952.

LIBER 85 PAGE 403

Form No. 1—County Fee

BOOK 582 PAGE 363

No. 10,572 Equity.

This Mortgage, made this Twenty-Sixth day of April ,

in the year one thousand nine hundred and fifty , between

DANIEL HOLLAND and LENA HOLLAND, his wife, of

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

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

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to DANIEL HOLLAND and LENA HOLLAND, his wife,

the sum of One Thousand Four Hundred and 00/100 ($1,400.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...6...% per annum, in the manner following:

By the payment of Twenty and 45/100 ($20.45)

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

Filed 23 Sept., 1952.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said DANIEL HOLLAND and LENA HOLLAND, his wife,

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

FIRST. Beginning for the same at a point on the East curb line (which is the east property line) of Larkin Street, formerly known as Acton Lane, said beginning point being further located along the East line of Larkin Street North 10 degrees 15 minutes East 271.23 feet from the North curb line of Shaw Street; thence continuing with the East curb line of Larkin Street North 10 degrees 15 minutes East 15 feet; thence with the North side of an alley-way running between this property herein described and the house at #43 Larkin Street, South 80 degrees 23 minutes East 31.7 feet to the corner of a fence; thence with said line of fence South 75 degrees 16 minutes East 47.9 feet to the Northwesternmost corner of a frame shed; thence with the North side of said shed South 71 degrees 39 minutes East 7.5 feet to the Northeasternmost corner of said shed; thence with the East side of said shed South 10 degrees 33 minutes West 15.2 feet to the Southeasternmost corner of said shed and thence with the South side of the same shed North 71 degrees 39 minutes West 7.5 feet to the Southwesternmost corner of the same; thence with the line of fence North 76 degrees 10 minutes West 34 feet to a corner made by the projection of a shed on the rear of the building located on the property herein described and the Northeasternmost corner of the building at #47 Larkin Street; thence with an angle of the building at #45 Larkin Street North 10 degrees 36 minutes East 0.85 feet; thence with a line drawn between #45 and

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#47 Larkin Street North 79 degrees 24 minutes West 45.0 feet to the place of beginning; according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the Land Records of Anne Arundel County. Being the property known as #45 Larkin Street which property is intended to be located on the South one-half of Lot No. 4, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall in March 14, 1866, said plat being recorded among said Land Records in Liber S.H. No. 3 folio 268. And being the same property which was conveyed to Charles A. Friemel by James Brown and Fanny M. Brown, his wife, by deed dated the 3rd day of May, 1890, and recorded among the aforesaid Land Records in Liber S.H. No. 37 at folio 64.

SECOND. Beginning for the same on the West curb line (which is the West property line) of Larkin Street, formerly known as Acton Land, said beginning point being further located North 79 degrees 45 minutes West 14 feet from a point on the East curb line of Larkin Street located North 10 degrees 15 minutes East 161.0 feet from the North curb line of Shaw Street; thence continuing with the West curb line of West property line of the said Larkin Street South 10 degrees 15 minutes West 15.4 feet; thence leaving said curb and running with a party wall between #64 and #66 Larkin Street North 79 degrees 45 minutes West 31.2 feet to the rear of the building; thence with a line of fence North 77 degrees 45 minutes West 71.6 feet to a fence corner; thence still with the line of fence North 22 degrees 30 minutes East 16.5 feet to another fence corner, and thence still with a line of fence South 77 degrees 45 minutes East 99.3 feet to the place of beginning; according to a plat and survey thereof by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the aforesaid Land Records. Being the property known as #64 Larkin Street which property is intended to be located on the North one-half of Lot #16, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall in March 14, 1866, said plat being recorded among said Land Records in Liber S.H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by Elijah Williams, County Treasurer, by deed dated the 7th day of June, 1898, and recorded among said Land Records in Liber G.W. No. 10, folio 147.

BEING the two properties which were conveyed unto the above named Mortgagors from Maggie A. Friemel, Widow by deed dated September 26, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342 at folio 2.

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

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

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

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

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

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of ...6...% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

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

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

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

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

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

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

WITNESS:

Edward G. Chaney

Daniel Holland (SEAL)
DANIEL HOLLAND

Lena Holland (SEAL)
LENA HOLLAND

(SEAL)

(SEAL)

LIBER 85 PAGE 406 BOOK 582 PAGE 366

INSPECTED F.O.B. H.L.B.B.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 26th day of ~~March~~ APRIL in the year one thousand nine hundred and fifty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

DANIEL HOLLAND and LENA HOLLAND, his wife, , the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

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

As witness my hand and Notarial Seal.

Edward G. Chaney

Edward G. Chaney Notary Public.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires on May 7, 1951

Recorded- 2nd August, 1950, at 11:15 A.M.

Mortgage

FROM

DANIEL HOLLAND and

LENA HOLLAND, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Two Lots - Larkin Street, Annapolis, Md.

Received for record 2nd Aug 1950 at 11:15 o'clock A.M.

Same day recorded in Liber JHH No. 582 folio 363 &c. one of the Land Records of Anne Arundel County and examined per John H. Hopkins 3rd Clerk.

Cost of Record $ 54.1.65

ATTORNEY AT LAW ANNAPOLIS, MD.

Property:

Description approved

Execution approved

LIBER 85 PAGE 407

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

#10,572 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Edward G. Chaney, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twenty-five Hundred Dollars ($2,500.00) current money, to be paid to the said State or its certain attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 17th day of November, 1952.

Filed 17 Nov, 1952.

WHEREAS by virtue of a power of sale contained in a mortgage from Daniel Holland and Lena Holland, his wife to Enterprise Federal Savings and Loan Association of Annapolis, bearing date on or about the 26th day of April, 1950, the said Edward G. Chaney, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon, in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said Edward G. Chaney, is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

Signed, sealed and delivered in the presence of:

Joyce T. Bast
Joyce T. Bast

Edward G. Chaney SEAL
Edward G. Chaney

Joyce T. Bast
Joyce T. Bast

GLOBE INDEMNITY COMPANY, a body corporate,

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

Surety.

Approved this 17 Nov, 1952
John H. Hopkins, 3rd, Clerk

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IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
DANIEL HOLLAND and	*	FOR
LENA HOLLAND, his wife	*	ANNE ARUNDEL COUNTY
	*	# 10,572 Equity

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Daniel Holland and Lena Holland, his wife, dated the 26th day of April, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 592 at folio 363, said Mortgage being in default.

Balance due on Principal	$ 1,050.33
Insurance paid	10.32
City Water Rent paid	9.50
Interest to 18 November, 1952	10.54
Total	$ 1,081.19

Filed 18 Nov., 1952

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

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

AS WITNESS my hand and Seal Notarial.

Joyce T. Bast Notary Public

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

MY COMMISSION EXPIRES MAY 4, 1953

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LIBER 85 PAGE 409

Legal Notice

ATTORNEY'S SALE
OF VALUABLE
IMPROVED REAL ESTATE
Situate at Larkin Street, Sixth Election District of Anne Arundel County, Maryland

Under and by virtue of the power of sale contained in the Mortgage from DANIEL HOLLAND and LENA HOLLAND, his wife, dated the 20th day of April, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 582, folio 363, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR on

TUESDAY, NOVEMBER 18, 1952
AT 11 O'CLOCK A. M.

All those two lots, pieces or parcels of ground situate, lying and being on Larkin Street, in the Sixth Election District of Anne Arundel County, Maryland and more particularly described as follows:

FIRST: Beginning for the same at a point on the East curb line (which is the east property line) of Larkin Street, formerly known as Acton Lane, said beginning point being further located along the East line of Larkin Street North 10 degrees 15 minutes East 271.23 feet from the North curb line of Shaw Street; thence continuing with the East curb line of Larkin Street North 10 degrees 15 minutes East 15 feet; thence with the North side of an alley-way running between this property herein described and the house at No. 43 Larkin Street, South 80 degrees 23 minutes East 31.7 feet to the corner of a fence; thence with said line of fence South 75 degrees 16 minutes East 47.9 feet to the Northwesternmost corner of a frame shed; thence with the North side of said shed South 71 degrees 39 minutes East 7.5 feet to the Northeasternmost corner of said shed; thence with the East side of said shed South 10 degrees 33 minutes West 15.2 feet to the Southeasternmost corner of said shed and thence with the South side of the same shed North 71 degrees 39 minutes West 7.5 feet to the Southwesternmost corner of the same; thence with minutes West 34 feet to a corner made by the projection of a shed on the rear of the building located on the property herein described and the Northeasternmost corner of the building at No. 47 Larkin Street; thence with an angle of the building at No. 45 Larkin Street North 10 degrees 36 minutes East 0.85 feet; thence with a line drawn between No. 45 and No. 47 Larkin Street North 79 degrees 24 minutes West 45.0 feet to the place of beginning; according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyro, September, 1945, which plat is intended to be recorded among the Land Records of Anne Arundel County. Being the property known as No. 45 Larkin Street which property is intended to be located on the South one-half of Lot No. 4, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall in March 14, 1866 said plat being recorded among said Land Records in Liber S. H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by James Brown and Fanny M. Brown, his wife, by deed dated the 3rd day of May, 1890, and recorded among the aforesaid Land Records in Liber S. H. No. 27 at folio 64.

SECOND: Beginning for the same on the West curb line (which is the West property line) of Larkin Street, formerly known as Acton Lane, said beginning point being further located North 79 degrees 45 minutes West 14 feet from a point on the East curb line of Larkin Street located North 10 degrees 15 minutes East 161.0 feet from the North curb line of Shaw Street; thence continuing with the West curb line or West property line of the said Larkin Street South 10 degrees 15 minutes West 15.4 feet; thence leaving said curb and running with a party wall between No. 64 and No. 66 Larkin Street North 79 degrees 45 minutes West 31.2 feet to the rear of the building; thence with a line of fence North 77 degrees 45 minutes West 71.6 feet to a fence corner; thence still with the line of fence North 22 degrees 30 minutes East 16.5 feet to another fence corner, and thence still with a line of fence South 77 degrees 45 minutes East 99.3 feet to the place of beginning; according to a plat and survey thereof by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the aforesaid Land Records. Being the property known as No. 64 Larkin Street which property is intended to be located on the North one-half of Lot No. 16, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall in March 14, 1866, said plat being recorded among said Land Records in Liber S. H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by Elijah Williams, County Treasurer, by deed dated the 7th day of June, 1898, and recorded among said Land Records in Liber G. W. No. 10, folio 147.

BEING the two properties which were conveyed unto the above named Mortgagors from Meggie A. Friemel, Widow, by deed dated September 26, 1945 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 342 at folio 2.

The property described FIRST above being improved by a Two-Family dwelling known as No. 45 LARKIN STREET.

The property described SECOND above being improved by a One-Family dwelling known as No. 64 LARKIN STREET.

TERMS OF SALE: A deposit of ten percent of the purchase price will be required of the purchaser or purchasers on the day of the sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For the line of fence North 76 degrees 30 further particulars, apply to

EDWARD G. CHANEY,
Attorney named in Mortgage,
Townsworth Building,
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

Filed 19 Nov, 1952.

NOTICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 12th, 1952

We hereby certify, that the annexed

Attorney's Sale

Daniel Holland

was published in

Evening Capital

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

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

LIBER 85 PAGE 410

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

ATTORNEY'S SALE

— OF VALUABLE —

IMPROVED REAL ESTATE

SITUATE AT LARKIN STREET, SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Daniel Holland and Lena Holland, his wife, dated the 26th day of April, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 582, folio 363, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the Court House Door on

Tuesday, November 18, 1952

AT 11 O'CLOCK, A.M.

All those two lots, pieces or parcels of ground situate, lying and being on Larkin Street, in the Sixth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

FIRST: Beginning for the same at a point on the East curb line (which is the east property line) of Larkin Street formerly known as Acton Lane said beginning point being further located along the East line of Larkin Street North 10 degrees 15 minutes East 271.23 feet from the North curb line of Shaw Street; thence continuing with the East curb line of Larkin Street North 10 degrees 15 minutes East 15 feet; thence with the North side of an alley-way running between this property herein described and the house at No. 43 Larkin Street South 80 degrees 23 minutes East 31.7 feet to the corner of a fence; thence with said line of fence South 75 degrees 16 minutes East 47.9 feet to the Northwesternmost corner of a frame shed; thence with the North side of said shed South 71 degrees 39 minutes East 7.5 feet to the Northeasternmost corner of said shed; thence with the East side of said shed South 10 degrees 33 minutes West 15.2 feet to the Southeasternmost corner of said shed and thence with the South side of the same shed North 71 degrees 39 minutes West 7.5 feet to the Southwesternmost corner of the same; thence with the line of fence North 76 degrees 10 minutes West 34 feet to a corner made by the projection of a shed on the rear of the building located on the property herein described and the Northeasternmost corner of the building at No. 47 Larkin Street; thence with an angle of the building at No. 45 Larkin Street North 10 degrees 36 minutes East 0.85 feet; thence with a line drawn between No. 45 and No. 47 Larkin Street 79 degrees 24 minutes West 45.0 feet to the place of beginning; according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the Land Records of Anne Arundel County. Being the property known as No. 45 Larkin Street, which property is intended to be located on the South one-half of Lot No. 4, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall on March 14, 1886, said plat being recorded among said Land Records in Liber S.H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by James Brown and Fanny M. Brown, his wife, by deed dated the 3rd day of May, 1890, and recorded among the aforesaid Land Records in Liber S. H. No. 37, at folio 64.

Filed 19 Nov, 1952.

SECOND: Beginning for the same on the West curb line (which is the West property line) of Larkin Street, formerly known as Acton Lane, said beginning point being further located North 79 degrees 45 minutes West 14 feet from a point on the East curb line of Larkin Street located North 10 degrees 15 minutes East 161.0 feet from the North curb line of Shaw Street; thence continuing with the West curb line or West property line of the said Larkin Street South 10 degrees 15 minutes West 15.4 feet; thence leaving said curb and running with a party line between No. 64 and No. 66 Larkin Street North 79 degrees 45 minutes West 31.2 feet to the rear of the building; thence with a line of fence North 77 degrees 45 minutes West 71.6 feet to a fence corner; thence still with the line of fence North 22 degrees 30 minutes East 16.5 feet to another fence corner, and thence still with a line of fence South 77 degrees 45 minutes East 99.3 feet to the place of beginning; according to a plat and survey thereof by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the aforesaid Land Records. Being the property known as No. 64 Larkin Street, which property is intended to be located on the North one-half of Lot No. 16, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall on March 14, 1866, said plat being recorded among said Land Records in Liber S. H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by Elijah Williams, County Treasurer, by deed dated the 7th day of June, 1898, and recorded among said Land Records in Liber G. W. No. 10, folio 147.

LIBER 80 PAGE 411

BEING the two properties which were conveyed unto the above-named Mortgagors from Maggie A. Friemel, widow, by deed dated September 26, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 342, at folio 2.

The property described FIRST above being improved by a two-Family dwelling known as No. 45 Larkin Street.

The property described SECOND above being improved by a One-Family dwelling known as No. 64 Larkin Street.

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

EDWARD G. CHANEY,
Attorney Named in Mortgage,
Townsworth Building, Annapolis, Md.

I/~~We~~ hereby certify that I/~~we~~ purchased the property described on the reverse side of this Hand Bill at and for the price of $ 965.00 and I/~~we~~ agree to abide by the terms herein.

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

Witness:

N Greenberg (SEAL)

(SEAL)

Edward G Carey

I hereby certify that I sold property described on the reverse side of this Hand Bill to NATHAN GREENBERG at and for the price of $ 965.00 he/~~they~~, being then and there the highest bidder therefor.

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

Witness:

G. W. Childs (SEAL)
Auctioneer

Edward G Carey

Filed 19 Nov, 1952

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
DANIEL HOLLAND and	*	FOR
LENA HOLLAND, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,572 Equity

* *

REPORT OF SALE

Filed 19 Nov., 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of power of sale contained in a mortgage to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INCORPORATED, from DANIEL HOLLAND and LENA HOLLAND, his wife, dated the 26th day of April, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 363, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given Thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital," a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, November 18, 1952 at eleven o'clock a.m.; and then and there in the presence of a number of persons did proceed to sell at public sale to NATHAN GREENBERG at and for the sum of

//

Nine Hundred Sixty-five and 00/100 ($965.00) Dollars, he being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

All that one lot, piece or parcel of ground situate, lying and being on Larkin Street in the Sixth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

SECOND: Beginning for the same on the West curb line (which is the West property line) of Larkin Street, formerly known as Acton Lane, said beginning point being further located North 79 degrees 45 minutes West 14 feet from a point on the East curb line of Larkin Street located North 10 degrees 15 minutes East 161.0 feet from the North curb line of Shaw Street; thence continuing with the West curb line or West property line of the said Larkin Street South 10 degrees 15 minutes West 15.4 feet; thence leaving said curb and running with a party line between No. 64 and No. 66 Larkin Street North 79 degrees 45 minutes West 31.2 feet to the rear of the building; thence with a line of fence North 77 degrees 45 minutes West 71.6 feet to a fence corner; thence still with the line of fence North 22 degrees 30 minutes East 16.5 feet to another fence corner, and thence still with a line of fence South 77 degrees 45 minutes East 69.3 feet to the place of beginning; according to a plat and survey thereof by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the aforegaid Land Records. Being the property known as No. 64 Larkin Street, which property is intended to be located on the North one-half of Lot No. 16, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall on March 14, 1866, said plat being recorded among said Land Records in Liber S.H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by Elijah Williams, County Treasurer, by deed dated the 7th day of June 1898, and recorded among the said Land Records in Liber G.W. No. 10, folio 147.

BEING a part of the property which was conveyed unto the above named Daniel Holland and Lena Holland, his wife, from Maggie A. Friemel, Widow, by deed dated September 26, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342, folio 2, and

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being known and designated as No. 64 Larkin Street, Annapolis, Maryland.

The said purchaser has paid a deposit of One Hundred and 00/100 ($100.00) Dollars and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

All of which is respectfully submitted,

Edward G. Chaney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of November, 1952, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

Joyce T. Bast
Joyce T. Bast Notary Public

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

MY COMMISSION EXPIRES
MAY 4, 1953

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LIBER 85 PAGE 416

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of

~~VERSUS~~

Daniel Holland and
Lena Holland, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,572 Equity

Filed 19 Nov. 1952.

Ordered, this 19 day of November, 1952, That the sale of the Property in these Proceedings mentioned,

made and reported by Edward G. Chaney, Attorney named in the Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 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 26 day of December next.

The report states that the amount of sales to be $ 965.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of

~~VERSUS~~

Daniel Holland and
Lena Holland, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 20 July, 1953.

ORDERED BY THE COURT, This 20th day of July, 1953, that the sale made and reported by the ~~Trustee~~ attorney aforesaid, be and the same is hereby 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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GEORGE W. SCIBLE - - - - - - - - - - - - Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

IMPROVED REAL ESTATE

SITUATE AT LARKIN STREET, SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Daniel Holland and Lena Holland, his wife, dated the 26th day of April, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 582, folio 363, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, and default having occurred, will offer for sale at public auction at the Court House Door on

Tuesday, November 18, 1952

AT 11 O'CLOCK, A.M.

All those two lots, pieces or parcels of ground situate, lying and being on Larkin Street, in the Sixth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

FIRST: Beginning for the same at a point on the East curb line (which is the east property line) of Larkin Street formerly known as Acton Lane said beginning point being further located along the East line of Larkin Street North 10 degrees 15 minutes East 271.23 feet from the North curb line of Shaw Street; thence continuing with the East curb line of Larkin Street North 10 degrees 15 minutes East 15 feet; thence with the North side of an alley-way running between this property herein described and the house at No. 43 Larkin Street South 80 degrees 23 minutes East 31.7 feet to the corner of a fence; thence with said line of fence South 75 degrees 16 minutes East 47.9 feet to the Northwesternmost corner of a frame shed; thence with the North side of said shed South 71 degrees 39 minutes East 7.5 feet to the Northeasternmost corner of said shed; thence with the East side of said shed South 10 degrees 33 minutes West 15.2 feet to the Southeasternmost corner of said shed and thence with the South side of the same shed North 71 degrees 39 minutes West 7.5 feet to the Southwesternmost corner of the same; thence with the line of fence North 76 degrees 10 minutes West 34 feet to a corner made by the projection of a shed on the rear of the building located on the property herein described and the Northeasternmost corner of the building at No. 47 Larkin Street; thence with an angle of the building at No. 45 Larkin Street North 10 degrees 36 minutes East 0.85 feet; thence with a line drawn between No. 45 and No. 47 Larkin Street 79 degrees 24 minutes West 45.0 feet to the place of beginning; according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the Land Records of Anne Arundel County. Being the property known as No. 45 Larkin Street, which property is intended to be located on the South one-half of Lot No. 4, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall on March 14, 1886, said plat being recorded among said Land Records in Liber S.H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by James Brown and Fanny M. Brown, his wife, by deed dated the 3rd day of May, 1890, and recorded among the aforesaid Land Records in Liber S. H. No. 37, at folio 64.

Filed 19 Nov., 1952

LIBER 85 PAGE 418

SECOND: Beginning for the same on the West curb line (which is the West property line) of Larkin Street, formerly known as Acton Lane, said beginning point being further located North 79 degrees 45 minutes West 14 feet from a point on the East curb line of Larkin Street located North 10 degrees 15 minutes East 161.0 feet from the North curb line of Shaw Street; thence continuing with the West curb line or West property line of the said Larkin Street South 10 degrees 15 minutes West 15.4 feet; thence leaving said curb and running with a party line between No. 64 and No. 66 Larkin Street North 79 degrees 45 minutes West 31.2 feet to the rear of the building; thence with a line of fence North 77 degrees 45 minutes West 71.6 feet to a fence corner; thence still with the line of fence North 22 degrees 30 minutes East 16.5 feet to another fence corner, and thence still with a line of fence South 77 degrees 45 minutes East 99.3 feet to the place of beginning; according to a plat and survey thereof by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the aforesaid Land Records. Being the property known as No. 64 Larkin Street, which property is intended to be located on the North one-half of Lot No. 16, as shown on a plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall on March 14, 1866, said plat being recorded among said Land Records in Liber S. H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by Elijah Williams, County Treasurer, by deed dated the 7th day of June, 1898, and recorded among said Land Records in Liber G. W. No. 10, folio 147.

BEING the two properties which were conveyed unto the above-named Mortgagors from Maggie A. Friemel, widow, by deed dated September 26, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 342, at folio 2.

The property described FIRST above being improved by a two-Family dwelling known as No. 45 Larkin Street.

The property described SECOND above being improved by a One-Family dwelling known as No. 64 Larkin Street.

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

EDWARD G. CHANEY,
Attorney Named in Mortgage,
Townsworth Building, Annapolis, Md.

I/We hereby certify that I/~~we~~ purchased the property described on the reverse side of this Hand Bill at and for the price of $ 1,150.00 and I/~~we~~ agree to abide by the terms herein.

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

Witness:

Lazar Raichel (SEAL)

Edward G. Ramey

Filed 19 Nov., 1952.

I hereby certify that I sold property described on the reverse side of this Hand Bill to LAZAR RAICHEL at and for the price of $ 1,150.00 he/~~they~~, being then and there the highest bidder therefor.

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

Witness:

G. W. Kelly (SEAL)
Auctioneer

Edward G. Ramey

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
DANIEL HOLLAND and	*	FOR
LENA HOLLAND, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,572 Equity

* *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

Filed 19 Nov, 1952.

That under and by virtue of power of sale contained in a mortgage to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INCORPORATED, from DANIEL HOLLAND and LENA HOLLAND, his wife, dated the 26th day of April, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 363, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given Thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital," a news-- paper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, November 18, 1952 at eleven o'clock a.m.; and then and there in the presence of a number of persons did proceed to sell at public sale to LAZAR RAICHEL,

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at and for the sum of One Thousand One Hundred Fifty and 00/100 ($1,150.00) Dollars, he being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

All that one lot, piece or parcel of ground situate, lying and being on Larkin Street in the Sixth Election District of Anne Arundel County, Maryland, and more particularly described as follows:

FIRST: Beginning for the same at a point on the East curb line (which is the east property line) of Larkin Street formerly known as Acton Lane said beginning point being further located along the East line of Larkin Street North 10 degrees 15 minutes East 271.23 feet from the North curb line of Shaw Street; thence continuing with the East curb line of Larkin Street North 10 degrees 15 minutes East 15 feet; thence with the North side of an alley-way running between this property herein described and the house at No. 43 Larkin Street South 80 degrees 23 minutes East 31.7 feet to the corner of a fence; thence with said line of fence South 75 degrees 16 minutes East 47.9 feet to the Northwesternmost corner of a frame shed; thence with the North side of said shed South 71 degrees 39 minutes East 7.5 feet to the Northeasternmost corner of said shed; thence with the East side of said shed South 10 degrees 33 minutes West 15.2 feet to the Southeasternmost corner of said shed and thence with the South side of the same shed North 71 degrees 39 minutes West 7.5 feet to the Southwesternmost corner of the same; thence with the line of fence North 76 degrees 10 minutes West 34 feet to a corner made by the projection of a shed on the rear of the building located on the property herein described and the Northeasternmost corner of the building at No. 47 Larkin Street; thence with an angle of the building at No. 45 Larkin Street North 10 degrees 36 minutes East 0.85 feet; thence with a line drawn between No. 45 and No. 47 Larkin Street 79 degrees 24 minutes West 45.0 feet to the place of beginning; according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyor, September, 1945, which plat is intended to be recorded among the Land Records of Anne Arundel County. Being the property known as No. 45 Larkin Street, which property is intended to be located on the South one-half of Lot No. 4, as shown on a Plat of the division of the lot of ground owned by Charles Shorter, according to a survey and plat made by John Duvall on March 14, 1886, said plat being recorded among said Land Records in Liber S.H. No. 3, folio 268. And being the same property which was conveyed to Charles A. Friemel by James Brown and Fanny M. Brown, his wife, by deed dated the 3rd day of May, 1890, and recorded among the aforesaid Land Records in Liber S.H. No. 37, folio 64.

BEING a part of the property which was conveyed unto the above named Daniel Holland and Lena Holland, his wife, from Maggie A. Friemel, Widow, by deed dated September 26, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342, folio 2, and being known and designated as No. 45 Larkin Street, Annapolis, Maryland.

The said purchaser has paid a deposit of One Hundred Fifteen and 00/100 ($115.00) Dollars and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

All of which is respectfully submitted.

Edward G. Chaney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19th day of November, 1952, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Attorney named in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

Joyce T. Bast

Joyce T. Bast Notary Public

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

MY COMMISSION EXPIRES MAY 4, 1953

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LIBER 85 PAGE 423

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of

~~XXXXXX~~

Daniel Holland and
Lena Holland, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,572 Equity

Filed 19 Nov., 1952.

Ordered, this 19 day of November, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 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 26 day of December next.

The report states that the amount of sales to be $ 1,150.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: .....Clerk.

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of

~~XXXXXX~~

Daniel Holland and
Lena Holland, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

Filed 16 July, 1953.

ORDERED BY THE COURT, This 16th day of July, finally 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 85 PAGE 424 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. 10,572 Equity

In The Matter Of The Mortgaged Real Estate Of DANIEL HOLLAND and LENA HOLLAND, his wife.

Ordered, this 19th day of November, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 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 26 day of December next.

The report states that the amount of sales to be $965.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-13

Filed 16 July, 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30th, 1952

We hereby certify, that the annexed

Order Nisi - Sale
Equity Number 10,572
Daniel Holland
Amount $965.00

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 26 day of December, 1952. The first insertion being made the 22nd day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 8609

LIBER 85 PAGE 425 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 30th 1952

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,572

Daniel Holland

$1,150.00

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 26th day of December, 1952. The first insertion being made the 22nd day of November, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 8607

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,572 Equity
In The Matter Of The Mortgaged Real Estate Of DANIEL HOLLAND and LENA HOLLAND, his wife.

Ordered, this 10th day of November, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 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 26 day of December next.

The report states that the amount of sales to be $1,150.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-13

Filed 16 July 1953

LIBER 85 PAGE 426

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~xxx~~
Daniel Holland
and
Lena Holland, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,572 Equity

To the Honorable, the Judges of said Court:

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

Filed 23 Nov., 1953.

November 16, 1953

All of which is respectfully submitted.

Laura M. Dickling
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Daniel Holland and Lena Holland, his wife

in ac.

To Attorney for Fee, viz:			
To Attorney for Commissions (#45 Larkin St)	35 00		
To Attorney for Commissions (#64 Larkin St.)	66 11		
	58 37		159 48
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	34 25		
Auditor - stating this account	22 50		
			66 75
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	95 00		
Capital-Gazette Press - handbills	13 18		
Capital-Gazette Press - order nisi (sales)	16 00		
Capital-Gazette Press - order nisi (acct),	6 00		
Globe Indemnity Co. - bond premium	10 00		
George W. Scible - auctioneer's fee (sales)	30 00		
One-half documentary stamps - first sale	1 65		
One-half documentary stamps - second sale	1 10		
Joyce T. Bast - notary fees	1 50		
			174 43
To Attorney for Taxes, viz:			
1952 State and County taxes (45 Larkin St.)	11 81		
1951 Annapolis City taxes "	11 95		
1952 Annapolis City taxes (adj) "	4 28		
1952 State and County taxes (64 Larkin St.)	15 10		
1951 Annapolis City taxes "	15 02		
1952 Annapolis City taxes (adj) "	4 22		62 38
To Attorney for Benefit Charges, viz:			
Annapolis Water Co. - water service to 11/18/52 - 45 Larkin St.	1 50		
Annapolis Water Co. - water service to 11/18/52 - 64 Larkin St.	1 50		3 00

To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim	1,081 19		1,081 19
To William U. McCready, judgment creditor - in full for claim in #2433 Law, viz:			
Balance due $			
Interest on principal to date of payment 7.60			
Court costs 15.50			
Attorney's fee 14.63	37 73		37 73
To Attorney for Unsecured Claims, viz:			
Lincoln Loan Service, Inc.	245 41		
Annapolis Dairy Products Co.	94 57		
Annapolis Utilities, Inc.	111 08		451 06
Balance for distribution $176.47			
Distributed as follows:			
To James Daniel Holland - one-half	88 23		
To Lena Holland - one-half	88 24		176 47
			2,212 49

with Edward G. Chaney, Attorney named in Mortgage Cr.

1952							
Nov.	18	Proceeds of Sale of #45 Larkin St.	1,150	00			
		Interest on deferred payment from 11/18/52 to 9/25/53	53	14		1,203	14
		Proceeds of Sale of #64 Larkin St.	965	00			
		Interest on deferred payment from 11/18/52 to 9/25/53	44	35		1,009	35
						2,212	49

LIBER 85 PAGE 430

ORDER NISI

In the Matter of the
Mortgaged Real Estate
of ~~XXXXXX~~
Daniel Holland
and
Lena Holland, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,572 Equity.

ORDERED, This 23 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.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th 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.

[illegible] Richardson
Judge.

Filed 29 Dec., 1953. Filed 23 Nov., 1953.

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,572 Equity
In The Matter Of The Mortgaged Real Estate Of DANIEL HOLLAND And LENA HOLLAND, His Wife.

Ordered, this 23rd 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 29 Dec., 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec. 28, 1953

We hereby certify, that the annexed Order Nisi No. Eq. 10,572. Daniel Holland 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 Dec., 1953. The first insertion being made the 24th day of Nov., 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

No. E. C. .....

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LIBER 85 PAGE 431

NOAH A. HILLMAN, Assignee	*	IN THE CIRCUIT COURT
Plaintiff	*	FOR
vs	*	ANNE ARUNDEL COUNTY
GEORGE MACKELL,	*	No. 10,717 Equity
Defendant	*	
	*	

SUIT TO FORECLOSE MORTGAGE

Mr. Clerk:

Please docket this case for the foreclosure of the mortgage dated July 10, 1948 from George Mackell to William Clatanoff and Rebecca Clatanoff, his wife, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 478, folio 413.

Noah A. Hillman

Noah A. Hillman
Assignee

Filed 5 May, 1953.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 85 PAGE 432
LIBER 478 PAGE 413

No. 10,717 Equity

This Mortgage, Made this 10th day of July in the year nineteen hundred and forty eight by and between George Mackell

Mortgagor of Anne Arundel County in the State of Maryland, of the first part, and William Clatanoff and Rebecca Clatanoff, his wife,

Mortgagees, of the second part.

Whereas the said Mortgagor has borrowed the sum of five hundred dollars ($500.00) from the said Mortgagees; and

Whereas in order to secure the said $500.00 with interest at six percent(6%) per annum, with said principal sum to be paid on July 10, 1951 or at anytime prior thereto, and said interest to be paid on this date annually for the coming year until said principal sum is paid, with said Mortgagor having the right to pay such sums on the principal at any time before maturity that he may desire.

Therefore these presents are executed.

Filed 5 May, 1953

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor

do es grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in First Election District, County, aforesaid, and described as follows:

Beginning for said parcel at a post at the end of the dividing line between the herein mentioned lands and the lands of John H. Mayson and running from said post and with the lands of Ernest Sheperd as changed for variation South 15 degrees 34 minutes West 30 and 94/100 perches to a post, thence South 35 degrees 54 minutes West 16 and 1/2 perches to a post, thence South 25 degrees 24 minutes West 38 and 3/4 perches to a post, thence South 62 degrees 24 minutes West 29 and 62/100 perches to a post in the outlines of the lands of the late James Gardner, thence leaving said land of Ernest Sheperd and running with said Gardner lands South 25 degrees 6 minutes East 42 and 3/4 perches to a post on the South side and at the roots of a black oak marked with 2 blazes, thence leaving the outlines and run to excluding the woodlands North 64 degrees East 38 perches to a Hickory tree marked 2 blazes and 6 notches, thence same

course North 64 degrees East 16 perches to a post 6 and 1/2 links East of a small black oak tree marked 1 blaze, thence South 51 degrees East 23 and 1/5 perches to a post in the line of wire fencing, thence North 79 degrees 30 minutes East 10 and 1/4 perches to a small walnut tree marked two blazes and 6 notches, thence North 61 degrees 15 minutes East 12 and 1/8 perches to a post , thence North 25 degrees 45 minutes East 14 and 56/100 perches to a white gum tree on the North and East side of a branch, thence run South 72 degrees 15 minutes East 7 and 84/100 perches to a post 10 links northerly from a sycamore tree, thence North 82 degrees East 13.36 perches to a post, thence North 83 degrees 30 minutes East 36 and 36/100 perches to a post in the outline, thence with said outline North 49 degrees 15 minutes East 11 and 6/100 perches to a cedar post a corner boundry of the lands of the late John H. Wayson, thence run with the lands of the said Wayson North 45 degrees 21 minutes West 87 and 1/4 perches to a post, thence North 66 degrees 21 minutes West 62 and 78/100 perches to the place of beginning. Containing 73 and 1/4 acres more or less.

Being the same property that was conveyed to the said George Mackell by George W. Emerich, Jr. and wife by deed dated the 27th day of June, 1922 and recorded among the Land Records of Anne Arundel County in Liber WNW 46 folio 384.

TOGETHER with 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 William Clatanoff and Rebecca Clatanoff, his wife as tenants by entirety, the survivor, their heirs and assigns, forever.

PROVIDED, that if the said George Mackell

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

AND it is agreed that, until default be made in the premises, the Mortgagor, his heirs and assigns shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues,

charges, mortgage debt and interest, the said Mortgagor for himself, his heirs, personal reprensentatives and assigns, does hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagees, their personal representatives or assigns, or Samuel Schenker their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of one hundred dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagees, their personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representatives or assigns, or to whoever may be entitled to the same

And the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court Costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or Samuel Schenker 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 for personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least 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 Mortgagee personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor

TEST:

Samuel Schenker

Samuel Schenker

George Mackell (SEAL)
George Mackell

(SEAL)

(SEAL)

(SEAL)

LIBER 85 PAGE 435
LIBER 478 PAGE 416

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify that on this 10th day of July in the year nineteen hundred and forty eight before me, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George Mackell

the Mortgagor named in the aforegoing Mortgage and he acknowledged that aforegoing Mortgage to be his act. At the same time also appeared William Clatanoff

and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal.

Lillian M. Fine
LILLIAN M. FINE Notary Public

Recorded July 12th. 1948 at 2:45 P.M.

MORTGAGE

FROM

George Mackell

TO

William Clatanoff

Rebecca Clatanoff

BLOCK NO.

Received for Record July 12, 1948,
at 2-45 o'clock P. M. Same day recorded
in Liber 478 No. 478 Folio 443 &c.,
one of the Land Records of
examined per
Clerk
Cost of Record, $

SAMUEL SCHENKER
Attorney-at-Law
ANNAPOLIS, MD.

May 2, 1953

For Value received, we here by assign the within Mortgage to Noah A. Hillman Attorney for the purpose of foreclosure.

Witness our Handsand Seals, this 4th of May,1953.

TEST:

Noah A. Cox

(Rebecca Clatanoff) (SEAL)
William B. Clatanoff (SEAL)

Received for Record 5 May 1953 at 3 P.M.
and the same day recorded in Liber
J.H.H., No. 478, Fol. 416, Land
Records of Anne Arundel County.
Clerk

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LIBER 85 PAGE 436

Bond No. 570937

GREAT AMERICAN INDEMNITY COMPANY
NEW YORK

***

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Noah A. Hillman, Plaintiff, assignee

Equity No. 10717

-vs-

George Mackell
Defendant

B O N D

KNOW ALL MEN BY THESE PRESENTS:

That we, Noah A. Hillman as Principal, and the GREAT AMERICAN INDEMNITY COMPANY, NEW YORK, NEW YORK, 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 AND NO/100 ($7,000.00) DOLLARS, 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, ou and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 8th day of May in the year of our Lord One Thousand Nine Hundred and Fifty-three.

Whereas, the above bounden Noah A. Hillman by virtue of the power contained in a mortgage from George Mackell bearin the date the 10 day of July, 1948 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber No. J.H.H. 428 Folio 413 and assigned to Noah A. Hillman for the purpose of foreclosure, who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Noah A. Hillman do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and faithfully 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 Noah A. Hillman 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:

Naomi K Coy

Noah A. Hillman (SEAL)

(SEAL)

Witness:

Carolyn Goodyear

GREAT AMERICAN INDEMNITY CO.

By H. George Schweitzer
(H. George Schweitzer)
Attorney-in-Fact

Approved this 11 May, 1953
John H. Hopkins, 3rd, Clerk

F. 14037L

LIBER 85 PAGE 437

NOAH A. HILLMAN, Assignee	*	IN THE CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
GEORGE MACKELL	*	NO. 10,717 EQUITY

* * * * *

STATEMENT OF MORTGAGE CLAIM

* * * * *

Amount of mortgage indebtedness	$ 500.00
Interest from June 10, 1951 to June 10, 1953	60.00
	$ 560.00

Filed May 25, 1953.

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 25th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM CLATANOFF, one of the mortgagees, who made oath in due form of law that the above amount is justly due and owing.

As witness my hand and Notarial Seal.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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NOAH A. HILLMAN
Attorney At Law
Maryland Hotel,
Annapolis, Md.

ASSIGNEE SALE OF VALUABLE FEE SIMPLE PROPERTY

Property located in 1st Election District of Anne Arundel County, State of Maryland, at Harwood, Maryland.

Under and by virtue of the power of sale contained in a mortgage from George Mackell, (now deceased), to William Clatanoff and Rebecca Clatanoff, his wife, dated July 10, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH 478 Folio 413 (default having occurred thereunder) the undersigned Assignee of said Mortgage will offer for sale by public auction, at the premises, hereinafter described, located on Route 2, near Harwood, Maryland on

FRIDAY, MAY 29, 1953
AT 11 O'CLOCK A. M.

the property described in said Mortgage, situate, lying and being in the 1st Election District of Anne Arundel County, State of Maryland, at Harwood, Maryland, and described as follows:

Beginning for said parcel at a post at the end of the dividing line between the herein mentioned lands and the lands of John H. Wayson and running from said post and with the lands of Ernest Sheperd as changed for variation South 15 degrees 34 minutes West 30 and 94/100 perches to a post, thence South 35 degrees 54 minutes West 16 and 1/2 perches to a post, thence South 62 degrees 24 minutes West 38 and 3/4 perches to a post, thence South 62 degrees 25 minutes West 20 and 62/100 perches to a post in the outlines of the lands of the late James Gardner, thence leaving said land of Ernest Sheperd and running with said Gardner lands South 25 degrees 0 minutes East 42 and 3/4 perches to a post on the South side and at the roots of a black oak marked with 2 blazes, thence leaving the outlines and run to excluding the woodlands North 64 degrees East 38 perches to a Hickory tree marked 2 blazes and 6 notches, thence same course North 64 degrees East 10 perches to a post 6 and 1/2 links East of a small black oak tree marked 1 blaze, thence South 51 degrees East 23 and 1/5 perches to a post in the line of wire fencing, thence North 70 degrees 30 minutes East 10 and 1/4 perches to a small walnut tree marked two blazes and 6 notches, thence North 61 degrees 15 minutes East 12 and 1/8 perches to a post, thence North 25 degrees 45 minutes East 14 and 50/100 perches to a white gum tree on the North and East side of a branch, thence run South 78 degrees 15 minutes East 7 and 84/100 perches to a post 10 links northerly from a sycamore tree, thence North 82 degrees East 13.36 perches to a post, thence North 83 degrees 30 minutes East 36 and 30/100 perches to a post in the outline, thence with said outline North 49 degrees 15 minutes East 11 and 0/100 perches to a cedar post a corner boundary of the lands of the late John H. Wayson, thence run with the lands of the said Wayson North 43 degrees 21 minutes West 87 and 1/4 perches to a post, thence North 66 degrees 21 minutes West 62 and 78/100 perches to the place of beginning. Containing 73 and 1/4 acres more or less.

Being the same property that was conveyed to the said George Mackell by George W. Emerich, Jr., and wife by deed dated the 27th day of June, 1922 and recorded among the Land Records of Anne Arundel County in Liber WNW 40 Folio 384.

IMPROVEMENTS: Dwelling, Barn, Store Room, Stable.

TERMS OF SALE: A cash deposit of 10% of sale price will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses and all other assessments to be adjusted to date of sale.

NOAH A. HILLMAN,
Assignee.

ROBERT H. CAMPBELL,
Auctioneer.

m-21

Filed 2 June, 1953.

LIBER 85 PAGE 438

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 1st, 1953

We hereby certify, that the annexed

Assignee Sale

George Mackell

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 29th day of May, 1953 The first insertion being made the 7th day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Fay Green

ROBERT H. CAMPBELL - - - - - - Auctioneer

NOAH A. HILLMAN
Attorney At Law
Maryland Hotel, Annapolis, Maryland

ASSIGNEE SALE

OF VALUABLE

FEE SIMPLE PROPERTY

PROPERTY LOCATED IN 1ST ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND, AT HARWOOD, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from George Mackell (now deceased), to William Clatanoff and Rebecca Clatanoff, his wife, dated July 10, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 478, folio 413 (default having occurred thereunder) the undersigned Assignee of said Mortgage will offer for sale by public auction, at the premises, hereinafter described, located on Route 2, near Harwood, Maryland, on

Friday, May 29th 1953

AT 11 O'CLOCK, A.M.

the property described in said Mortgage, situate, lying and being in the 1st Election District of Anne Arundel County, State of Maryland, at Harwood, Maryland, and described as follows:

BEING the same property that was conveyed to the said George Mackell by George W. Emerich, Jr., and wife by deed dated the 27th day of June, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W 46, folio 384.

BEGINNING for said parcel at a post at the end of the dividing line between the herein mentioned lands and the lands of John H. Wayson and running from said posts and with the lands of Ernest Sheperd as changed for variation South 15 degrees 34 minutes West 30 and 94/100 perches to a post, thence South 35 degrees 54 minutes West 16½ perches to a post, thence South 62 degrees 24 minutes West 38¾ perches to a post, thence South 62 degrees 25 minutes West 29 and 62/100 perches to a post in the outlines of the lands of the late James Gardner, thence leaving said land of Ernest Sheperd and running with said Gardner lands South 25 degrees 6 minutes East 42¾ perches to a post on the South side and at the roots of a black oak marked with 2 blazes, thence leaving the outlines and run to excluding the woodlands North 64 degrees East 38 perches to a hickory tree marked 2 blazes and 6 notches, thence same course North 64 degrees East 16 perches to a post 6½ links East of a small black oak tree marked 1 blaze, thence South 51 degrees East 23 and 1/5 perches to a post in the line of wire fencing, thence North 79 degrees 30 minutes East 10¼ perches to a small walnut tree marked 2 blazes and 6 notches, thence North 61 degrees 15 minutes East 12⅛ perches to a post, thence North 25 degrees 45 minutes East 14 and 56/100 perches to a white gum tree on the North and East side of a branch, thence run South 78 degrees 15 minutes East 7 and 84/100 perches to a post 10 links northerly from a sycamore tree, thence North 82 degrees East 13.36 perches to a post, thence North 83 degrees 30 minutes East 36 and 36/100 perches to a post in the outline, thence with said outline North 49 degrees 15 minutes East 11 and 6/100 perches to a cedar post a corner boundary of the lands of the late John H. Wayson, thence run with the lands of the said Wayson North 43 degrees 21 minutes West 87¼ perches to a post, thence North 66 degrees 21 minutes West 62 and 78/100 perches to the place of beginning. Containing 73¼ acres, more or less.

IMPROVEMENTS: Dwelling, Barn, Store Room, Stable.

TERMS OF SALE: A cash deposit of 10% of sale price will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses and all other assessments to be adjusted to date of sale.

NOAH A. HILLMAN,
Assignee.

Filed 2 June, 1953

"Exhibit No. 1 With Report of Sale"

LIBER 85 PAGE 440

This is to certify that We have purchased the property described on the reverse side of this hand bill, on this 29th day of May, 1953, at and for the price of $ 4500.00 , being at that price the highest bidder therefor and have paid the sum of $ 450.00, being 10% of sale price and agree to the terms of sale as shown.

Witness our hands and seals this 29th day of May, 1953.

Witness:
Samuel Schenker

David D. Ungar (SEAL)
DAVID D. UNGAR

By BARBARA UNGAR HER AGENT
BARBARA UNGAR (SEAL)
David D. Ungar

This is to certify that on this 29th day of May, 1953, I sold the property described on the reverse side of this Hand Bill unto David D. Ungar & Barbara Ungar being then and there the highest bidders, at and for the sum of $ 4500.00

Witness:
Samuel Schenker

Auctioneer

Filed 2 June, 1953.

LIBER 85 PAGE 441

NOAH A. HILLMAN, Assignee	*	IN THE CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
GEORGE MACKELL	*	NO. 10,717 EQUITY

* * * * *

REPORT OF SALE

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Noah A. Hillman, Assignee, respectfully shows:

1. That on July 10, 1948 George Mackell executed a mortgage for the sum of five hundred ($ 500.00) dollars on the land herein described unto William Clatanoff and Rebecca Clatanoff, his wife, which mortgage is duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 478, folio 413.

2. That the mortgage being in default the same was assigned, to the undersigned, for the purpose of foreclosure.

3. That after giving bond and notice of the terms, place and manner of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days before the day of sale, and the posting of Hand Bills, he did pursuant to said notice attend on the property on May 29, 1953 at eleven o'clock a.m., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at Public Sale, that is to say:

BEGINNING for said parcel at a post at the end of the dividing line between the herein mentioned lands and the lands of John H. Wayson and running from said posts and with the lands of Ernest Sheperd as changed for variation South 15 degrees 34 minutes West 30 and 94/100 perches to a post, thence South 35 degrees 54 minutes West 16½ perches to a post, thence South 62 degrees 24 minutes West 38 3/4 perches to a post thence South 62 degrees 25 minutes West

Filed 2 June, 1953.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

29 and 62/100 perches to a post in the outlines of the lands of the late James Gardner, thence leaving said land Ernest Sheperd and running with said Gardner lands South 25 degrees 6 minutes East 42 3/4 perches to a post on the South side and at the roots of a black oak marked with 2 blazes, thence leaving the outlines and run to excluding the woodlands North 64 degrees East 38 perches to a hickory tree marked 2 blazes and 6 notches, thence same course North 64 degrees East 16 perches to a post 6½ links East of a small black oak tree marked 1 blaze, thence South 51 degrees East 23 and 1/5 perches to a post in the line of wire fencing, thence North 79 degrees 30 minutes East 10¼ perches to a small walnut tree marked 2 blazes and 6 notches, thence North 61 degrees 15 minutes East 12 1/8 perches to a post, thence North 25 degrees 45 minutes East 14 and 56/100 perches to a white gum tree on the North and East side of a branch thence run South 78 degrees 15 minutes East 7 and 84/100 perches to a post 10 links northerly from a sycamore tree, thence North 82 degrees East 13.36 perches to a post, thence North 83 degrees 30 minutes East 36 and 36/100 perches to a post in the outline, thence with said outline North 49 degrees 15 minutes East 11 and 6/100 perches to a cedar post a corner boundary of the lands of the late John H. Wayson, thence run with the lands of the said Wayson North 43 degrees 21 minutes West 87¼ perches to a post, thence North 66 degrees 21 minutes West 62 and 78/100 perches to the place of beginning. Containing 73¼ acres, more or less.

Being the same property that was conveyed to George Mackell by George W. Emerich, Jr. and wife by deed dated June 27, 1922 and recorded among the Land Records in Anne Arundel County in Liber W.N.W. No. 46, folio 384.

IMPROVEMENTS: Dwelling, Barn, Store Room and Stable.

4. That he then and there sold the said property unto David D. Ungar and Barbara Ungar, his wife, they being the highest bidders therefor, at and for the sum of forty-five hundred ($ 4500.00) dollars.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

5. That he has been paid the sum of four hundred fifty ($ 450.00) dollars in accordance with the terms of sale and the purchasers agreed to comply with the terms of sale. Their agreement and certificate of auctioneer, marked " Exhibit No. 1 with Report of Sale ", is filed herewith all of which is respectfully submitted.

Noah A. Hillman
Assignee

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 2nd day of June, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NOAH A. HILLMAN, ASSIGNEE, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

As witness my hand and Notarial Seal.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 85 PAGE 444

ORDER NISI

NOAH A. HILLMAN, Assignee

versus

GEORGE MACKELL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,717 Equity

Filed 2 June, 1953.

Ordered, this 2 day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Noah A. Hillman, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of July next.

The report states that the amount of sales to be $4,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

NOAH A. HILLMAN, Assignee

versus

GEORGE MACKELL

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 16 July, 1953.

ORDERED BY THE COURT, This 16th day of July, 1953, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

Judge.

LIBER 85 PAGE 445

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 15, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10717

George Mackell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of July, 1953. The first insertion being made the 11th day of June, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 9169

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,717 Equity

NOAH A. HILLMAN, Assignee
Vs.
GEORGE MACKELL

Ordered, this 2nd day of June, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Noah A. Hillman, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of July next.

The report states that the amount of sales to be $4,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jy-2

Filed 2 July 1953

In the Case of

Noah A. Hillman,
Assignee
vs.
George Mackell

In the

Circuit Court

For

Anne Arundel County

No. 10,717 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.

November 28, 1953

All of which is respectfully submitted.

Laura Wickling
Auditor.

In the Case of

Dr. Noah A. Hillman, Assignee, vs. George Mackell in ac.

To Assignee for Fee, viz:	100 00	
To Assignee for Commissions, viz:	166 34	266 34
To Assignee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	22 50	
Auditor - stating this account	45 00	
		77 50
To Assignee for Expenses, viz:		
Capital-Gazette Press - advertising sale	46 89	
Capital-Gazette Press - handbills	9 69	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Great American Indemnity Co. - bond premium	35 00	
Robert H. Campbell - auctioneer's fee	20 00	
Clerk of Court - recording assignment	75	
One-half Federal documentary stamps	2 48	
One-half State documentary stamps	2 47	
Naomi K. Cox - notary fees	1 00	132 28
To Assignee for Taxes, viz:		
1951 State and County taxes	79 76	
1952 State and County taxes and advertisement	82 86	
Court costs - 1952 tax sale	8 86	
1953 State and County taxes	77 66	249 14
To William Clatanoff and Rebecca Clatanoff, his wife, mortgagees - in full for mortgage claim, viz:		
Debt $ 500.00		
Interest 6/10/51 -5/29/53 59.08	559 08	559 08
To Robert S. Jameson, trading as Edelen Brothers - amount agreed on in compromise settlement of judgment claim against George Mackell in #4055 Law, one-half of total, as follows:		
Debt $ 439.28		
Interest 12/23/52 to 5/29/53 11.29		
Court costs 18.00		
Attorney's fee 65.89		
Total $ 534.46	267 23	267 23
To Administrator for Claims Filed in Orphans Court (Order of10/21/53) viz:		
Capital-Gazette Press - notice to creditors	8 00	
Samuel Schenker - Administrator's commissions ($30.55 less $3.05 State Tax)	27 50	
Capital-Gazette Press - advertising sale of personalty	12 18	
W. N. Baldwin - appraising real and personal estate	40 00	
Oden Mackell - balance due for boarding horses	28 65	
Robert H. Campbell - auctioneer's fee	30 50	146 83

LIBER 85 PAGE 448

BALANCE FOR DISTRIBUTION -			$2,891.88
Distributed to the heirs at law of George Mackell, who died 6/10/52, as follows:			
(1) To Oden Mackell, son - one-tenth	$ 289.19		
Less direct inheritance tax	2.89	286 30	
(2) To William Mackell, son - one-tenth	$ 289.19		
Less direct inheritance tax	2.89	286 30	
(3) To David Mackell, son - one-tenth	$ 289.19		
Less direct inheritance tax	2.89	286 30	
(4) To Julius Mackell, son - one-tenth	$289.19		
Less direct inheritance tax	2.89		
	$286.30		
Less amount due by him in payment of #4055 Law (Order of 11/23/53)	267.23	19 07	
(5) To Samuel Mackell, son - one-tenth	$289.19		
Less direct inheritance tax	2.89	286 30	
(6) To Irving Mackell, son - one-tenth	$289.19		
Less direct inheritance tax	2.89	286 30	
(7) To Maggie Sharpe, daughter- one-tenth	$289.19		
Less direct inheritance tax	2.89	286 30	
(8) To Fannie Chapman, daughter- one-tenth	$289.19		
Less direct inheritancetax	2.89	286 30	
(9) To Hester Jones, daughter one-tenth	$289.18		
Less direct inheritance tax	2.89	286 29	
(10) To heirs at law of Rachel Powell, daughter, who died 2/10/53, viz:			
A. John W. Powell, widower - 1/30		96 39	
B. Johnny Eugene Powell, son - one-fifteenth	$192.79		
Less direct inheritance tax	1.93	190 86	
To R. Glenn Prout, Register of Wills - total direct inheritance tax		27 94	
To Robert S. Jameson, trading as Edelen Bros. - amount due by Julius Mackell in full for balance due on judgment claim in #4055 Law (Order 11/23/53)		267 23	2,891 88
			4,590 28

16

LIBER 85 PAGE 443

with Noah A. Hillman, Assignee Cr.

1953			
May 29	Proceeds of Sale	4,500 00	
	Interest on deferred payment - two months six days	44 55	4,544 55
	Refund 1953 taxes (7 months 2 days)	45 73	45 73
			4,590 28

ORDER NISI LIBER 85 PAGE 450

Noah A. Hillman,
Assignee

VERSUS

George Mackell

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,717 Equity.

Filed Nov. 30, 1953

ORDERED, This 30th day of November, 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 31st 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 31st day of December next.

John H. Hopkins 3rd Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8 day of January, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion

Benjamin Michaelson
Judge

Filed Jan. 1, 1954

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. 10,717 Equity
NOAH A. HILLMAN, Assignee
Vs.
GEORGE MACKELL

Ordered, this 30th 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 31st 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 31st day of DECEMBER next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-17

Filed Jan. 1, 1954

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 1, 1954

We hereby certify, that the annexed

Order Nisi-Aud. Acct. - Eq. 10717

George Mackell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 31st day of December, 1953. The first insertion being made the 3rd day of December, 19 53.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 11817

19

LIBER 85 PAGE 451

JOSEPH J. CALLAHAN, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS	:	ANNE ARUNDEL COUNTY
Ira A. Kile, Jr. and Elizabeth H. Kile, his wife	:	(In Equity) No. 10,567

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 Ira A. Kile, Jr. and Elizabeth H. Kile, his wife, to The County Trust Company, dated August 29, 1947 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 423 folio 34.

Joseph J. Callahan
Attorney Named in Mortgage

Martin L. Anderson
Solicitor

Filed 10 Sept., 1958.

LIBER 85 PAGE 452 # 9769

LIBER 428 PAGE 84

FHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

No. 10,567 Equity

MORTGAGE

THIS MORTGAGE, Made this 19th day of August, A. D. 19 47, by and between IRA A. KILE, JR. AND ELIZABETH M. KILE, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY, a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

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

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

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of FIFTY NINE HUNDRED Dollars ($ 5900.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in Tarrytown, Westchester County, N.Y. ~~Maryland~~ or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE and 15/100 Dollars ($ 31.15), commencing on the first day of October, 19 47, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 19 72. 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 Commissioner.

Filed 10 Sept. 1947.

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

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

16—20920-1

BEING known and designated as Lot No. 51 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 5124, (formerly 324) Brookwood Road.

BEING the same lot of ground which by an Assignment 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 assigned by Wood Homes, Inc. 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, 2 kitchen cabinets, 2 kitchen ranges, light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

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, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 1st. daysof February and August.

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 Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(*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 Commissioner;
(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 Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

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

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, 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 it shall be deemed a default under this mortgage if he 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 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.

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:

Ira A. Kile Jr. [SEAL]
IRA A. KILE, JR.

Elizabeth M. Kile [SEAL]
ELIZABETH M. KILE,

[SEAL]

[SEAL]

MEREDITH R. WILSON

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 19th day of August County, 19 47, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore ~~aforesaid~~, personally appeared IRA A. KILE, JR. AND ELIZABETH M. KILE, 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.

Notary Public.

FORM APPROVED.....
READY FOR RECORD.....

Recorded-29th-Aug-1947-at-1:45-P.M.

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
(In Equity)

JOSEPH J. CALLAHAN, Attorney Named in Mortgage
VS
IRA A. KILE, JR. and ELIZABETH M. KILE, his wife

PLAINTIFF'S EXHIBIT 'A'

LIBER 85 PAGE 456

No. 10,567 Equity.

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 9th day of September 1952, before me, the subscriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Joseph J. Callahan and made oath in due form of Law that Ira A. Kile, Jr., one of the Defendants against whom foreclosure proceedings were instituted, is in the Military Service of the United States, and that Elizabeth M. Kile, one of the Defendants against whom foreclosure proceedings were instituted, is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information were through a Report of a private investigation organization.

Joseph J. Callahan, Affiant

Clara M. Link

CLARA M. LINK, Notary Public

Filed 10 Sept., 1952.

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LIBER 85 PAGE 457

JOSEPH J. CALLAHAN, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS	:	FOR
IRA A. KILE, JR. and ELIZABETH M. KILE, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity)

#10567

P E T I T I O N

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The County Trust Company, a body corporate, duly incorporated under the laws of New York, by its Solicitors, Callahan and Calwell, respectfully represents:

1. That Ira A. Kile, Jr., and Elizabeth M. Kile, his wife, the Defendants herein, purchased and are now the record title owners of leasehold property situated in Anne Arundel County, Maryland, known as No. 5124 Brookwood Road, subject to an annual ground rent of $78.00, by Deed dated August 19, 1947 from Wood Homes, Inc., duly recorded among the Land Records of Anne Arundel County.

2. That the total purchase price paid by the Defendants for said property was $6890.00, which total purchase price was financed by the proceeds of two purchase money mortgages in the aggregate amount of $6890.00, namely, by a first mortgage dated August 19, 1947 from the said Defendants to your Petitioner, The County Trust Company, duly recorded among the Land Records of Anne Arundel County, in the amount of $5900.00, payment of which mortgage is insured by the Federal Housing Administration under the provisions of Title VI of the National Housing Act, as amended, and regulations thereunder, and by a second mortgage dated August 19, 1947 from the said Defendants to your Petitioner, The County Trust Company, duly recorded among the Land Records of Anne Arundel County, in the principal amount of $990.00, payment of which mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which the latter Act were made available to the said Ira A. Kile, Jr., one of the

Filed 26 Sept., 1952.

Defendants herein, as an eligible veteran of World War II; both of said mortgages were for a term of 25 years and provided, as stated therein, for monthly payments of principal and interest plus one-twelfth of the annual property expenses and FHA mortgage insurance, the total aggregate monthly payment required under both mortgages being $57.77.

3. That the said Defendants defaulted in making their monthly payment due on both of said mortgages in October 1950, and thereafter have continued in default of all subsequent monthly payments due under both mortgages to and including the month of September 1952, a period of 24 months representing a present total arrearage due under both mortgages of monthly payments plus late charges of $1395.92; and that though your Petitioner, from the outset of such default in October 1950, has continually and diligently endeavored to have the Defendants cure their default under said mortgages, the Defendants have been unresponsive and indifferent to such efforts on the part of your Petitioner.

4. That on December 12, 1951 the said Ira A. Kile, Jr., one of the Defendants, reenlisted in the Regular Army of the United States and is, at the present time, in the military service of the United States and your Petitioner is informed that he now holds the rank of a Staff Sergeant and is presently stationed at Fort Sill, Oklahoma and assigned to the 235th Field Artillery Observation Battalion.

5. That on December 12, 1951, the date of reenlistment of the said Ira A. Kile, Jr., in the military service of the United States, the said Defendants were in arrears on both of the aforementioned mortgages covering the period from October 1950 to December 1951, a period of 15 months representing a total arrearage of $865.64.

6. That at the time of making the aforesaid mortgage, and as of the date of reenlistment of the said Ira A. Kile, Jr., into the United States Army, the said Ira A. Kile, Jr.'s income as a civilian was approximately $200.00 to $220.00 per month, and as a Staff Sergeant in the United States Army the monthly income for military service of the said Ira A. Kile, Jr., from

base pay, allotment and allowances is approximately $400.00 per month; the said Ira A. Kile, Jr.'s present income in the military service being approximately double his earnings as a civilian immediately prior to reenlistment.

7. That the said Defendants have abandoned the aforementioned property and said property is at present and for a considerable period of time has been vacant, and is subject to and has suffered from serious deterioration and vandalism; and that said property is very badly in need of painting; and that the oil burner and a stove have been wrongfully removed therefrom and the windows therein broken, by persons unknown; and that said property, while locked, is continually subject to entry and to fire and other hazards; and that such conditions subject the said mortgage security of your Petitioner to grave jeopardy.

8. That on the first mortgage insured by the Federal Housing Administration which was in the original principal amount of $5900.00, there is a balance of $6765.76 due by the Defendants to the Petitioner as of September 5, 1952, which said sum is $265.76 in excess of the original principal amount of said first mortgage.

9. That the second mortgage in the original amount of $900.00, guaranteed by the Veterans Administration, being in default as aforesaid, your Petitioner filed claim under such guaranty with the Veterans Administration for the balance of $973.83 due thereon as of March 27, 1952, which claim was paid to your Petitioner by the Veterans Administration in full on May 1, 1952 and said second mortgage, in connection with such payment thereof, was duly assigned by your Petitioner to the Veterans Administration, and said sum of $973.83 with interest from March 27, 1952 is now due by the Defendants to the Veterans Administration, and the Veterans Administration contemplate filing said second mortgage claim in these proceedings in connection with any possible surplus out of the proposed sale, if any, after payment of the first mortgage claim and foreclosure costs.

10. That foreclosure proceedings on the aforementioned first mortgage were instituted on behalf of your Petitioner on September 10, 1952 in

this Honorable Court and there has been filed with the Clerk, as an Exhibit "A" therein, the original first mortgage aforementioned and also a Military Affidavit, as required, setting forth the fact that the said Ira A. Kile, Jr., is in the military service of the United States.

11. That Article 87A of the Annotated Code of Maryland, 1947 Supplement, "Soldiers and Sailors Civil Relief" and an act of Congress known as the "Soldiers and Sailors Civil Relief Act of 1940, as amended", U. S. Code, Title 50, requires consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

12. That the ability of the Defendants, or either of them, to comply with the terms of the obligations under the aforementioned mortgages, particularly the first mortgage aforementioned on which foreclosure proceedings have been instituted herein, is not materially affected by reason of the entry of the said Ira A. Kile, Jr., one of the Defendants herein, into the military service of the United States.

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, ETC.

Callahan and Caldwell
Solicitors for Petitioner

Marvin I. Anderson
Solicitor

THE COUNTY TRUST COMPANY

BY: Edward Ramy, Vice President
Petitioner

STATE OF NEW YORK, COUNTY OF WESTCHESTER, to wit:

I HEREBY CERTIFY, That on this 17th day of September, 1952, be-

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fore me the subscriber, a Notary Public of the State of New York, in and for the County of Westchester aforesaid, personally appeared Edward P. Hanyen , the Vice President of The County Trust Company, 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.

Milan G. Byelick
Notary Public

MILAN G. BYELICK
NOTARY PUBLIC, STATE OF NEW YORK
NO. 60-0526378
QUALIFIED IN WESTCHESTER COUNTY
CERTIFICATES FILED WITH:
QUEENS COUNTY CLERK & REGISTER
NASSAU COUNTY CLERK
COMMISSION EXPIRES MARCH 30, 1953

O R D E R

It is this 26th day of September 1952, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that John H Hopkins IV, be and is hereby appointed as Attorney to represent the Defendants herein, and it is hereby further Ordered and Decreed that the foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 25th day of October 1952, provided a copy of this Petition and Order be served on the Defendants ~~[illegible]~~ or John H Hopkins IV his Attorney. ~~[illegible] Attorney for the Defendants~~ on or before the 16th day of October , 1952.

Benjamin Michaelson
Judge.

Filed 26 Sept., 1952.

10/2/52
I certify that I have this day received a Copy of the foregoing Petition, Affidavit and Order
John H Hopkins IV, Attorney

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LIBER 85 PAGE 462

JOSEPH J. CALLAHAN, Attorney Named in Mortgage, vs. IRA A. KILE, JR., and ELIZABETH M. KILE, his wife	: : : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 10,567 Equity.

Filed 11 Oct. 1952.

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The petition of CARL R. GRAY, JR., Administrator of Veterans' Affairs, by Carroll Brown, Loan Guaranty Officer, Baltimore Regional Office of the Veterans Administration, his duly authorized representative, respectfully represents:

FIRST: That your Petitioner is the holder of a second mortgage upon the property sold in this case, said second mortgage being dated August 19, 1947, from Ira A. Kile, Jr. and Elizabeth M. Kile, his wife, to The County Trust Company, of New York, and recorded among the Land Records of Anne Arundel County in Liber No. 428, Folio 88, and assigned to your Petitioner on July 10, 1952. The original second mortgage is filed herewith as an exhibit marked "Petitioner's Exhibit A".

SECOND: That there is owing to your Petitioner on the second mortgage referred to in this petition a principal balance of $916.29 with interest from September 1, 1950, to date of ratification of the auditor's account in this case, at the rate of 4% per annum.

THIRD: That your Petitioner represents that there will be a surplus of proceeds of sale in this case over and above the Plaintiff's claim and expenses of foreclosure.

Your Petitioner therefore prays that the Auditor allow the second mortgage claim, which is attached hereto, from the proceeds of sale of this case.

AND AS IN DUTY BOUND, etc.

GRAFTON LEE BROWN, JR.
Attorney

CARL R. GRAY, JR.
Administrator of Veterans' Affairs

By
CARROLL BROWN
Loan Guaranty Officer

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 8th day of October , 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County 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 CARL R. GRAY, JR., Administrator of Veterans' Affairs, under proper authority.

AS WITNESS my hand and Notarial Seal.

Notary Public

My commission expires:
May 4, 1953

LIBER 85 PAGE 464 9769

LIBER 428 PAGE 88 13224 MARYLAND County

No. 10,567 Equity

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.

MORTGAGE

THIS MORTGAGE, made this 19th day of August, A. D. 1947, by and between IRA A. KILE, JR. AND ELIZABETH M. KILE, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and "THE COUNTY TRUST COMPANY, [illegible] a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINE HUNDRED AND NINETY Dollars ($ 990.00), 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 Five and 23/100 Dollars ($ 5.23), commencing on the first day of October, 1947, 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 September, 19 72. 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:

BEING known and designated as Lot No. 51 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 5124, (formerly 324) Brookwood Road.

BEING the same lot of ground which by an Assignment 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 assigned by Wood Homes, Inc. 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 Fifty-Nine Hundred ($5900.00) Dollars.

Filed 11 Oct. 1952

FOR VALUE RECEIVED, The County Trust Company hereby assigns, without recourse, on this 10th day of July, 1952, 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 Administraion, Washington, 25, D. C., and his successors in such Office.

ATTEST: THE COUNTY TRUST COMPANY

Mary T. Lynch, Assistant Secretary

BY: Edward P. Hanyen, Vice President

* Delete italicized words if Mortgagee is not a building and loan association.

Petitioner's Exhibit A.

LIBER 85 PAGE 465
LIBER 428 PAGE 89

Received for Record 13 Day of [illegible] 195[illegible], at [illegible] M and the same day recorded in Liber J.H.H. No. 28 Fol. 91 Land Records of Anne Arundel County.
John H. Hopkins 3d Clerk
[illegible]

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, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) payable half-yearly on the 1st. days of February and August.

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

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

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

(*a*) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the 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:

Ira A. Kile Jr. [SEAL]
IRA A. KILE, JR.

Elizabeth M. Kile [SEAL]
ELIZABETH M.KILE,

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 19th day of August, 19 47, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~aforesaid~~ Baltimore County, personally appeared IRA A. KILE, JR. AND ELIZABETH M. KILE, 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.

Notary Public

FORM APPROVED ..... Atty.
READY FOR RECORD .....

Recorded-29th-Aug.-1947-at-1:45-P.M.

STATE OF MARYLAND

COUNTY MORTGAGE

IRA A. KILE, JR. AND ELIZABETH M. KILE, his wife,

TO

THE COUNTY TRUST COMPANY

Received for Record Aug. 29 1947 at 1-40 o'clock M. and Same day recorded in Liber No. 428 Folio 91 etc., one of the Mortgage records of County and examined per

Clerk.

Cost of Records, $

JOSEPH J. CALLAHAN, Attorney Named in Mortgage,	:	IN THE CIRCUIT COURT
vs.	:	FOR
IRA A. KILE, JR., and ELIZABETH M. KILE, his wife	:	ANNE ARUNDEL COUNTY No. 10,567 Equity.

STATEMENT OF SECOND MORTGAGE CLAIM

Original Amount of Loan	$990.00
Paid on Principal	73.71
Principal Balance Due	$916.29

Note: Interest accrues at the rate of 4% per annum on principal balance of $916.29 from September 1, 1950, to date of ratification of the auditor's account.

Filed 11 Oct., 1952.

STATE OF MARYLAND, COUNTY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 8th day of October in the year nineteen hundred and fifty-two, before me, a Notary Public of the State of Maryland, in and for said County of Baltimore, personally appeared Carroll Brown, Loan Guaranty Officer of the Veterans Administration, the duly authorized representative of CARL R. GRAY, JR., Administrator of Veterans' Affairs, 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.

Lillian A. C. Kemp
Notary Public

My commission expires: May 4, 1953

JOSEPH J. CALLAHAN, Attorney Named in Mortgage, vs. IRA A. KILE, JR., and ELIZABETH M. KILE, his wife	: : : :	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 13,507 Equity

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 11th day of October, 1952, by the Circuit Court for Anne Arundel County ORDERED that the Auditor of this Court, in stating his account in these proceedings, be and he is hereby authorized and directed to allow CARL R. GRAY, JR., Administrator of Veterans' Affairs, Petitioner herein, and/or his successor or successors in such office, as such, payment of the second mortgage claim set forth in the foregoing petition out of the proceeds of sale in this case in accordance with its legal priority and subject to the usual exceptions.

Benjamin Michaelson
JUDGE

Filed 11 Oct., 1952.

LIBER 85 PAGE 470

JOSEPH J. CALLAHAN, Attorney named in mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
IRA A. KILE, Jr., and ELIZABETH M. KILE, his wife	*	No. 10,567 Equity

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

ANSWER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of John H. Hopkins, IV, Attorney for the Defendants in this cause, respectfully shows:

1. That he was appointed by this Honorable Court on September 26, 1952, to represent the said defendants.

2. That he advised the defendants of these proceedings by registered letter and received a letter from Mrs. Ira A. Kile, Jr., dated October 12, 1952, from Fort Sill, Oklahoma, advising him that they would see him on October 25th or October 26th and get the matter straightened out.

3. That the said defendants did not see him as they had advised and he has received no further communication from them.

4. That the said defendants neither admit nor deny the allegations of said petition and foreclosure proceedings and they submit their rights to the decision of this Honorable Court.

And as in duty bound, etc.

John H. Hopkins, IV

John H. Hopkin, IV, Attorney for Defendants
15 School Street
Annapolis, Maryland

I hereby certify that I have this 18th day of November, 1952, mailed a copy of the above answer to Marvin I. Anderson and Callahan & Caldwell, Solicitors for petitioner.

John H. Hopkins, IV

John H. Hopkins, IV, Attorney for Defendants
15 School Street
Annapolis, Maryland

Filed 18 Nov., 1952.

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Mortgagee Attorney's Bond. LIBER 85 PAGE 471 117981 1-369 Im-12-32

227 ST. PAUL STREET
BALTIMORE, MD.

New Amsterdam Casualty Company

60 JOHN STREET
NEW YORK

#10.55

Know All Men by These Presents:

That we Joseph J. Callahan - Baltimore Federal Building, Baltimore, Maryland, - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SEVEN THOUSAND TWO HUNDRED AND 00/100 ($7200.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 9th - - - - - - - - - - - - - - - - day of July in the year nineteen hundred and fifty-three.

Whereas, the above bounden Joseph J. Callahan Attorney Named in Mortgage by virtue of the power contained in a Mortgage from ~~Ira A. Kile Jr. and Elizabeth~~ M. Kilè, his wife to The County Trust Company, bearing date the 19th day of August nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 428, Folio 84, 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 Joseph J. Callahan
es
d shall well and truly and faithfully perform the trust reposed in him under the gage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity ation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, wise to be and remain in full force and virtue in law.

ned, Sealed and Delivered
in the presence of

Clara M. Link

Joseph J. Callahan (Seal)
Joseph J. Callahan
(Seal)
(Seal)

est: As to Surety:
M. S. Kraus
M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY.
By R. H. Nichols
R.H.Nichols Attorney-in-Fact

Filed 9 July, 1953

approved this 9 July, 1953
John H. Hopkins, 3rd, Clerk

LIBER 85 PAGE 472

JOSEPH J. CALLAHAN, Attorney named in mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
IRA A. KILE, JR., and ELIZABETH M. KILE, his wife	*	No. 10,567 Equity

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

ORDER

This cause standing ready for hearing and being submitted upon the petition and affidavit of The County Trust Company, a body corporate, duly incorporated under the laws of the State of New York, filed on the 26th day of Sept. , 1952, and the testimony having been taken in this cause in open court on July 9, 1953, and it appearing therefrom that there is no equity in the real estate for the mortgagors, Ira A. Kile, Jr. and Elizabeth M. Kile, his wife, the said Ira A. Kile, Jr. being in the military service; that the sale of said real estate will not adversely affect their interests in view of the fact that said real estate is rapidly depreciating and deteriorating in value, and will not prejudice said mortgagors because of the apparent lack of equity; that said mortgagors, one of whom, the said Ira A. Kile, Jr. is in the military service, have no meritorious or legal defense to this action; that the ability of said mortgagors, or either of them, to comply with the terms of said mortgage is not materially affected by reason of the military service of the said Ira A. Kile, Jr., and that John H. Hopkins IV., the Attorney appointed to represent the interests of the said Ira A. Kile, Jr. and Elizabeth M. Kile, his wife, was present for that purpose when testimony was taken;

Filed 16 July, 1953

It is this 16th day of July, 1953, ordered and decreed by the Circuit Court for Anne Arundel County (sitting in equity) that the Petitioner, The County Trust Company, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and that Joseph J. Callahan, Attorney named in Mortgage, be and he is hereby authorized to exercise the power of sale contained in the mortgage filed in these proceedings and to proceed with the foreclosure proceedings in this cause.

James C. Cook, Judge,

APPROVED: John H. Hopkins IV
John H. Hopkins, IV
Attorney for Defendants

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LIBER 85 PAGE 473

JOSEPH J. CALLAHAN, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
IRA A. KILE, JR., AND ELIZABETH M. KILE, his wife	:	(In Equity) No. 10,567

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of The County Trust Company under a Mortgage from the said Ira M. Kile, Jr., and Elizabeth M. Kile, his wife to said The County Trust Company, dated August 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428 folio 84 -

Amount of Loan	$5900.00
Less - amount paid in principal	438.42
	5461.58
Plus unpaid interest to 8/25/1953	657.82
Plus - overdraft in expense account	566.00
	6685.40

Filed 25 Aug. 1953

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of August, 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 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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LIBER 85 PAGE 474

JOSEPH J. CALLAHAN, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
IRA A.KILE, JR., AND ELIZABETH M. KILE, his wife	:	(In Equity) No. 10,567

TO THE HONORABLE THE JUDGE OF SAID COURT -

The Report of Sale of Joseph J. Callahan, Attorney Named in Mortgage, dated August 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 428 folio 84 from the said Ira A. Kile, Jr., and Elizabeth M. Kile, his wife to The County Trust Company which Mortgage is filed in said cause pending, respectfully shows:-

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Evening Capital" and "Maryland Gazette, newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Joseph J. Callahan, 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 25th day of August, 1953 at three P.M. (E.D.T.) attend at the Court House Door in Annapolis and then and there sold the leasehold property situate, lying and being in Anne Arundel County -

being known and designated as Lot No. 51 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 thereon are know a s No. 5124 (formerly 324) Brookwood Road, and more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes, ground rent and other expenses, including Metropolitan and Sanitary District liens, if any, be adjusted to day of sale.

Filed 27 Aug. 1953.

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The property was sold to The County Trust Company, subject to the payment of an annual ground rent of Seventy-eight ($78.00) Dollars, at and for the sum of Sixty-seven Hundred ($6700.00) Dollars, said purchaser being then and there the highest bidder.

Joseph J. Callahan
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of August, 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, 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
Clara M. Link - Notary Public

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland.

ATTORNEY'S SALE
— OF —
VALUABLE
LEASEHOLD PROPERTY
No. 6124 (formerly 324) Brookwood Road, Brookwood, Fifth District of Anne Arundel County.

Under and by virtue of the power and authority contained in a Mortgage from Ira A. Kile, Jr., and Elizabeth M. Kile, his wife to The County Trust Company, dated August 10th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 428 folio 84 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, on

TUESDAY, AUGUST 25TH, 1953
AT 3 P. M. (E. D. T.)

all that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot No. 51 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 No. 6124 (formerly 324) Brookwood Road.

Subject to the payment of an annual ground rent of $78.00.

The improvements whereon consist of a 2 story brick, row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $600.00 will be required of the purchaser at the time of sale, balance of purchase money 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, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of settlement.

Attorney Named In Mortgage.
JOSEPH J. CALLAHAN,
SAM W. PATTISON & CO.,
Auctioneers.
8-20

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LIBER 85 PAGE 476

ORDER NISI

JOSEPH J. CALLAHAN,
Attorney Named in Mortgage

versus

IRA A. KILE, Jr., AND
ELIZABETH M. KILE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,567 Equity

Filed 11 Sept., 1953.

Ordered, this 11 day of September, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Joseph J. Callahan, Attorney named in Mortgage, ~~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 $ 6,700.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JOSEPH J. CALLAHAN,
Attorney Named in Mortgage

versus

IRA A. KILE, Jr., AND
ELIZABETH M. KILE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 20 Oct., 1953.

ORDERED BY THE COURT, This 20th day of October, 1953, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

LIBER 85, PAGE 477

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. 10,567 Equity

JOSEPH J. CALLAHAN, Attorney, Named In Mortgage

Vs.

IRA A. KILE, JR., AND ELIZABETH M. KILE, His Wife.

Ordered, this 11th day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Joseph J. Callahan, Attorney named in Mortgage, 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 $8,700.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-8

Filed 17 Oct., 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 16, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10567

Ira A. Kile, Jr.

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. 10453

Y/

LIBER 85 PAGE 478

In the Case of

Joseph J. Callahan,
Attorney named in Mortgage
vs.
Ira A. Kile, Jr.
and
Elizabeth M. Kile, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10, 567 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.

November 20, 1953

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

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Dr. Joseph J. Callahan, Attorney named on Mortgage, vs. Ira A. Kile, Jr., and Elizabeth M. Kile, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	231	00	281	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account	9	00	61	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - orders nisi (sale)	12	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co.- bond premium	28	80		
Sam W. Pattison Co. - auctioneer's fee	25	00		
Ground rent - twenty-five days	5	25		
Caroline A. Jones - stenographer's fee	5	00		
John H. Hopkins, IV - fee for legal services to defendants (Order 7/29/53)	35	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Clara M. Link - notary fees	1	25	161	00
To The County Trust Company, mortgagee - this balance on account mortgage claim	6,234	01	6,234	01
			6,737	26
Amount of mortgage claim filed	6,685	40		
Cr. Amount allowed as above	6,234	01		
Balance subject to decree in personam	451	39		

with Joseph J. Callahan, Attorney named in Mortgage Cr.

1953				
Aug.	25	Proceeds of Sale	6,700 00	6,700 00
		Refund 1953 State and County Taxes ($100.20) and 1953 sewer benefit charges ($7.15) - 4 mos. 5 days	37 26	37 26
				6,737 26

Filed Dec. 3rd 1953

LIBER 85 PAGE 481

ORDER NISI

Joseph J. Callahan,
Attorney named in Mortgage
VERSUS
Ira A. Kile, Jr.,
and
Elizabeth M. Kile, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,567 Equity.

ORDERED, This 3rd day of ~~November~~ December, 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 12th day of ~~December~~ 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 ~~December~~ January next.

John H. Hopkins 3rd

Filed 14 Jan., 1954.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14 day of January, 1954, that the aforegoing Report and Account of the Auditor be ~~and the~~ same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Nicholson
Judge.

OFFICE OF

Maryland Gazette

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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7, 1954

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 10567

Ira A. Kyle, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of January, 1954. The first insertion being made the 10th day of December, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,567 Equity
JOSEPH J. CALLAHAN, Attorney Named In Mortgage
Vs.
IRA A. KILE, JR., And ELIZABETH M. KILE, His Wife.

Ordered, this 3rd day of DECEMBER, 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 12th day of JANUARY next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of JANUARY next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
d-24

Filed 14 Jan., 1954.

No. M. G. 11828

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LIBER 85 PAGE 482

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
FRANCIS E. WENGER AND WINIFRED C. WENGER, his wife	:	(in Equity) No. 10,767

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 Francis E. Wenger and Winifred C. Wenger, his wife to The County Trust Company, dated August 31st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 214.

Walter S. Calwell
Attorney Named in Mortgage

John E. Starr
Solicitor for Plaintiff

Filed 10 July, 1953.

LIBER 85 PAGE 483

FHA Form No. 2127h
(For use under Section 208)
(Revised Apr. 15, 1941)

MORTGAGE

No. 10,767 Equity

THIS MORTGAGE, Made this 31st. day of August, A. D. 1948, by and between FRANCIS E. WENGER and WINIFRED C. WENGER, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY

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

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($) the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

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

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SEVENTY-SIX HUNDRED Dollars ($ 7600.00), with interest from date at the rate of four and one-half per centum (4½%) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE COUNTY TRUST COMPANY, in TARRYTOWN, WESTCHESTER COUNTY, N.Y. ~~Maryland~~ or at such other place as the holder hereof may designate in writing, in monthly installments of FORTY-EIGHT and 11/100 Dollars ($ 48.11), commencing on the first day of October, 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 September, 1963. 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 10 July, 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(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say:

16—4139

BEING known and designated as Lot No. 508 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 5308 (formerly 508) Brookwood Road.

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

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

Plaintiff's Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LIBER 85 PAGE 486
LIBER 457 PAGE 217

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

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

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

Witness:

Shirley Sutton
SHIRLEY SUTTON

Francis E. Wenger [SEAL]
FRANCIS E. WENGER

Winifred C. Wenger [SEAL]
WINIFRED C. WENGER

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 31st. day of August, 19 48 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Francis E. Wenger and Winifred C. Wenger, 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.

Shirley Sutton
SHIRLEY SUTTON *Notary Public.*

FORM APPROVED
READY FOR RECORD

Recorded Sept. 7th. 1948 at 9:10 A.M. "O.P."

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL,
Attorney Named in Mortgage
VS.
FRANCIS E. WENGER AND
WINIFRED C. WENGER,
his wife

PLAINTIFF'S EXHIBIT "A"

LIBER 85 PAGE 487

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

FRANCIS E. WENGER AND

WINIFRED C. WENGER, his wife

IN THE

ANNE ARUNDEL COUNTY

Circuit Court for ~~Baltimore County~~

IN EQUITY.

10767

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Francis E. Wenger and Winifred C. Wenger, his wife

to The County Trust Company

dated the 31st day of August 19 48, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 487 Folio 214

Amount of Loan	$7600.00
Less - amount paid on principal	1005.81
	6594.19
Plus interest to 7/29/1953	295.09
Plus overdraft in expense account	17.62
	6906.90

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 28th day of July in the year nineteen hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for said 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

(2)

Filed 29 July, 1953.

LIBER 85 PAGE 488

WALTER S. CALWELL,

Attorney Named in Mortgage
PLAINTIFF

VS

FRANCIS E. WENGER AND

WINIFRED C. WENGER, his wife
DEFENDANT

IN THE CIRCUIT COURT

ANNE ARUNDEL
FOR ~~BALTIMORE~~ COUNTY

IN

EQUITY

#10767

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, City OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 29th day of July, 19 53 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 defendants ~~is~~ are not in the military service of the United States

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

(3) said defendant ~~has~~ have not been ordered to report for induction under the Selective Training and Service Act

(4) said defendants ~~is~~ are not members of the Enlisted Reserve Corps who has been ordered to report for Military service

Clara M. Link
NOTARY PUBLIC
Clara M. Link

Walter S. Calwell
AFFIANT
Walter S. Calwell

(3)

Filed 29 July, 1953.

Mortgagee and Attorney's Bond. LIBER 85 PAGE 489 8229 1-369

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N. Y.

10767

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 SEVEN THOUSAND EIGHT HUNDRED AND 00/100 ($7,800.00) 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 27th day of July 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 Francis E. Wenger and Winifred C. Wenger, his wife to The County Trust Company -

bearing date the 31st day of August nineteen hundred and fifty-three, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 487, Folio 214, and

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

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

Signed, Sealed and Delivered in the presence of

Clara M. Smith

Attest:

Witness as to Surety:
E.M. Keyser
E.M. Keyser

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Attest M.R. Gosweiler
Assistant Secretary. M.R. Gosweiler

Approved this 29 July, 1953. John H. Hopkins, 3rd, Clerk

Filed 29 July, 1953.

8 (4)

LIBER 85 PAGE 490

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
FRANCIS E. WENGER AND WINIFRED C. WENGER, his wife	:	ANNE ARUNDEL COUNTY
	:	(In Equity) No. 10,767

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated August 31st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 487 folio 214 from said Francis E. Wenger and Winifred C. Wenger, his wife to The County Trust Company which ~~is the Baltimore Federal Savings and Loan Association, which~~ Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Evening Capital" and "Maryland-Gazette" newspapers 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 29th day of July, 1953 at 3 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

being known and designated as Lot No. 508 as laid out on the Plat of the property of The Ballman Company which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod E-4 Plat No. 7, the improvements whereon are known as No. 5308 (formerly 508) Brookwood Road, and more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of 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 7 Aug., 1953

9

The property was sold to The County Trust Company, in fee simple, at and for the sum of Seventy-one Hundred ($7100.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 3rd day of August, 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

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland.

ATTORNEY'S SALE
— OF —
VALUABLE FEE
SIMPLE PROPERTY

5308 (formerly 508) Brookwond Road,
Brookwood, Fifth District of Anne
Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Francis E. Wenger and Winifred C. Wenger, his wife to The County Trust Company, dated August 31st, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. 11. No. 487 folio 214 (default having occurred thereunder) the undersigned Attorney Named in Mortgage, will sell at Public Auction at the Court House Door in Annapolis on

WEDNESDAY, JULY 29, 1953,
AT 2 P. M. (E. D. S. T.)

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

Being known and designated as Lot 508 as laid out on Plat of property of The Hallman Company, which Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 3 Rod F-4 Plat No. 7, the improvements whereon are known as No. 5308 (formerly 508) Brookwood Road.

In fee simple.

The improvements whereon consist of a 2 story brick row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $300.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
SAM W. PATTISON & CO.,
Auctioneer.

jy-23

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ORDER NISI

LIBER 85 PAGE 492

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

FRANCIS E. WENGER AND
WINIFRED C. WENGER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,767 Equity

Filed 10 Sept., 1953.

Ordered, this 10 day of September, 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 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 $7,100.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

FRANCIS E. WENGER AND
WINIFRED C. WENGER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of October, 1953, 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.

Filed 20 Oct, 1953.

LIBER 85 PAGE 493

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. 10,707 Equity

WALTER S. CALWELL, Attorney Named In Mortgage.

Vs.

FRANCIS E. WENGER AND WINIFRED C. WENGER, His Wife

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

The report states that the amount of sales to be $7,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-8

Filed 17 Oct, 1953

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 16, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10767

Francis E. Wenger

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. 10454

12

LIBER 85 PAGE 494

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Francis E. Wenger
and
Winifred C. Wenger, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,767 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.

November 20, 1953

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Francis E. Wenger and Winifred C. Wenger, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	243	00	293	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	21	75		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
Auditor - stating this account	9	00	43	65
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - second order nisi on sale	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	31	20		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	13		
One-half State documentary stamps	4	12		
Clara M. Link - notary fees	1	25	122	70
To The County Trust Company, mortgagee - this balance on account mortgage claim	6,681	70	6,681	70
			7,141	05
Amount of mortgage claim filed	6,906	90		
Cr. Amount allowed as above	6,681	70		
Balance subject to decree in personam	225	20		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1953				
July	29	Proceeds of sale	7,100 00	7,100 00
		Refund 1953 State and County taxes ($92.47) and 1953 sewer benefit charge ($7.15) adjusted to 7/29/53	41 05	41 05
				7,141 05

Filed Dec. 5 1953

LIBER 85 PAGE 497

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Francis E. Wenger

and

Winifred C. Wenger, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,767 Equity.

ORDERED, This 5th day of ~~November~~ December, 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 12th day of ~~December~~ 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 ~~December~~ January next

John H Hopkins 3rd

Filed 14 Jan., 1954

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14 day of January, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

16

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,769 Equity
WALTER S. CALWELL, Attorney Named In Mortgage
Vs.
FRANCIS E. WENGER And WINIFRED C. WENGER, His Wife.

Ordered, this 5th day of DECEMBER, 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 12th day of JANUARY next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of JANUARY next.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-24

Filed 29 Dec., 1953

No. M. G. .....

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec 28, 1953

We hereby certify, that the annexed Order Nisi and acct. Eq. 10,767

Francis E Wenger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis. Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of January, 1954. The first insertion being made the 10th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

WALTER S. CALWELL, Assignee Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PAUL M. BALTHASER, Jr. Defendant	:	(In Equity) No. 10,789

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 Paul M. Balthaser, Jr., to Washington Irving Trust Company, dated May 15th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 365, with short assignments at the foot thereof the last one dated July 23rd, 1953 to the above mentioned Plaintif.

Walter S. Calwell - Assignee

John E. Starr - Solicitor for Plaintiff

Filed 8 Aug., 1953.

~~1005~~ 13063

LIBER 85 PAGE 499

No. 10,789 County

FHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

MORTGAGE

THIS MORTGAGE, Made this 15-th day of May , A. D. 1947 , by and between PAUL M. BALTHASER, JR.

of ANNE ARUNDEL COUNTY , in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of New York , hereinafter called the Mortgagee.

WHEREAS, the Mortgagor ~~is a member of the said body corporate and~~ has received ~~therefore~~ an advance of SIX THOUSAND Dollars ($ 6,000.00), 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 SIX THOUSAND Dollars ($ 6,000.00), 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 Washington Irving Trust Company , in Tarrytown, Westchester County, NewYork, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY-ONE and 68/100 Dollars ($ 31.68), commencing on the first day of July , 1947 , 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 , 1972 . 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 Commissioner.

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

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

16—20920-1

BEING known and designated as Lot No. 40, as laid down and shown on the Plat of Brookwood, 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 5102 Brookwood Road, (formerly known as 302 Brookwood Road.

BEING the same lot of ground which by an Assignment dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and assigned by Eljo Homes Inc., ~~and~~ unto said Mortgagor herein.

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, all plumbing accessories, laundry tray, kitchen cabinets (2), kitchen ranges (2), Light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagor fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A.

Filed 8 Aug., 1953.

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, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 1st. days of February and August.

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 Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 Commissioner.

(*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 Commissioner;
(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 Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under the mortgage debt, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 1.

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

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, including war damage, 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 it shall be deemed a default under this mortgage if he 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 five 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.

16—20220-1

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.

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

Paul M. Balthaser Jr. [SEAL]
PAUL M. BALTHASER, JR.

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 15th day of May, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County, personally appeared PAUL M. BALTHASER, JR. the above named Mortgagor, and he acknowledged the foregoing Mortgage to be his act.

At the same time also personally appeared ~~Walter S. Calwell~~ 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.

FORM APPROVED ...
READY FOR RECORD ...

STATE OF MARYLAND
Loan No.

COUNTY MORTGAGE

PAUL M. BALTHASER, JR.
TO
WASHINGTON IRVING TRUST COMPANY

Received for Record 22 May, 1947, at 2 o'clock P. M.
Same day recorded in Liber No. 44297 Folio 365, etc., one of the Mortgage Records of Anne Arundel County and examined per John H. Hopkins 3rd, Clerk.
Cost of Records, $

No. ...
Insured under Section 603 of The National Housing Act and Regulations of the Federal Housing Commissioner for War Housing Insurance
Dated March 31, 1941
as amended ...
FEDERAL HOUSING COMMISSIONER
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—20920-1

This rider is attached to and is a part of a certain mortgage made by Paul M. Balthaser, Jr., to The County Trust Company dated May 15th, 1947, and recorded May 22nd, 1947, in Liber JHH 297, Page 365.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, on this 23rd day of July 1953, hereby assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

THE COUNTY TRUST COMPANY
BY:

Harry W. Baum, Assistant Secretary

Edward P. Hanyen, Vice President

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Harry W. Baum this 23rd day of July 1953.

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)

WALTER S. CALWELL, Assignee
Plaintiff

VS.

PAUL M. BALTHASER, Jr.

PLAINTIFF'S EXHIBIT "A"

LIBER 85 PAGE 504

WALTER S. CALWELL, Assignee

Plaintiff

PLAINTIFF

VS

PAUL M. BALTHASER, Jr.,

DEFENDANT

IN THE CIRCUIT COURT

FOR BALTIMORE COUNTY

IN

10,789

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 2nd day of September, 19 53 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 2 Sept., 1953.

10789

LIBER 85 PAGE 505

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
PAUL M. BALTHASER, Jr., Defendant	:	(In Equity)

STATEMENT OF MORTGAGE DEBT 10,789

Statement of the Mortgage Claim of The County Trust Company under the Mortgage from said Paul M. Balthaser, Jr., to Washington Irving Trust Company, dated the 15th day of May, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 365

Amount of Loan	$6000.00
Less - amount paid in principal	889.86
	5110.14
Plus - unpaid interest to 9/2/1953	119.80
Plus - overdraft in expense account	3.57
	5233.51

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of September, 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 case 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 NOTARY PUBLIC BALTIMORE CITY

Clara M. Link

Clara M. Link - Notary Public

Filed 2 Sept., 1953.

8

Assignee's Bond

~~[illegible]~~

LIBER 85 PAGE 506

126016

1-369 1m-12-32

10.789

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 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 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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 1st - day of September 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 Paul M. Balthaser Jr. to the Washington Irving Trust Company bearing date the 15th day of May nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 297, Folio 365, 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

does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

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 R.H. Nichols
R.H. Nichols Attorney-in-Fact

Approved this 2 Sept. 1953
John H. Hopkins, 2nd Clerk.
Filed 2 Sept., 1953.

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
VS.	:	FOR
PAUL M. BALTHASER, Jr. Defendant	:	ANNE ARUNDEL COUNTY (In Equity) No. 10,789

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated May 15th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 365 from said Paul M. Balthaser, Jr., to Washington Irving Trust Company ~~to the Baltimore Federal Savings and Loan Association~~ which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Evening Capital" and "Maryland Gazette" newspapers published in Anne Arundel County ~~in Baltimore County~~, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Assignee ~~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 2nd day of September, 1953 at 12 M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County ~~Baltimore County~~ being known as Lot No. 40, 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 No. 5102 (formerly 302) Brookwood Road, and more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five ~~Three~~ 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 8 Sept., 1953.

10

The property was sold to The County Trust Company, subject to the payment of an annual ground rent of Seventy-eight ($78.00) Dollars, at and for the sum of Fifty-four Hundred ($5400.00) Dollars, 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 3rd day of September, 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

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore 2, Maryland.

ASSIGNEE'S SALE
— OF —
VALUABLE
LEASEHOLD PROPERTY

No. 5102 (formerly 302) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Paul M. Balthaser, Jr., to Washington Irving Trust Company, dated May 15th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 207 folio 365 (default having occurred thereunder) the undersigned, Assignee, will sell at Public Auction at the Court House Door, in Annapolis, on

WEDNESDAY, SEPTEMBER 2nd, 1953
AT 12 M. (E. D. T.)

all that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County and described as follows:-

Being known and designated as Lot No. 40, as laid down and shown on the Plat of Brookwood, 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 No. 5102 (formerly 302) Brookwood Road.

Subject to the payment of an annual ground rent of $78.00.

The improvements whereon consist of a 2 story brick, row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of settlement.

WALTER S. CALWELL,
Assignee.

SAM W. PATTISON & CO., Auctioneer.

a-27

LIBER 85 PAGE 509

ORDER NISI

WALTER S. CALWELL, Assignee

versus

PAUL M. BALTHASER, Jr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,789 Equity

Ordered, this 8 day of September, 1953, 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 13 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 13 day of October next.

The report states that the amount of sales to be $5,400.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 8 Sept., 1953.

WALTER S. CALWELL, Assignee

versus

PAUL M. BALTHASER, Jr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of October, 1953, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

15

Filed 19 Oct., 1953.

LIBER 85 PAGE 510 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1953

We hereby certify, that the annexed

Order Nisi Sale - Eq. 10789

Paul M. Balthaser, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of October, 1953. The first insertion being made the 10th day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,789 Equity
WALTER S. CALWELL, Assignee
Vs.
PAUL M. BALTHASER, JR.

Ordered, this 8th day of September, 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 13th 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 13th day of October next.

The report states that the amount of sales to be $5,400.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-1

No. M. G. 10487

13

Filed 17 Oct., 1953

LIBER 85 PAGE 511

In the Case of

Walter S. Calwell,
Assignee
VS.
Paul M. Balthaser, Jr.

In the
Circuit Court
For
Anne Arundel County
No. 10,789 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.

November 20, 1953

All of which is respectfully submitted.

Laura K. Dicklinson
Auditor.

Dr. Walter S. Calwell, Assignee, vs. Paul M. Balthaser, Jr. in ac.

To Assignee for Fee, viz:			50	00	
To Assignee for Commissions, viz:			192	00	242 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			32	52	
Capital-Gazette Press - order nisi (sale)			8	00	
Capital-Gazette Press - order nisi (acct)			6	00	
New Amsterdam Casualty Co. - bond premium			24	00	
Sam W. Pattison & Co. - auctioneer's fee			25	00	
Ground rent - adjusted to 9/2/53			6	50	
One-half Federal documentary stamps			3	03	
One-half State documentary stamps			3	02	
Clara M. Link - notary fees			1	25	109 32
To The County Trust Company, assignee of mortgage - this balance on account mortgage claim			5,044	01	5,044 01
					5,433 08
Amount of mortgage claim filed			5,233	51	
Cr. Amount allowed as above			5,044	01	
Balance subject to decree in personam			189	50	

15

with Walter S. Calwell, Assignee Cr.

1953				
Sept.	2	Proceeds of Sale	5,400 00	5,400 00
		Refund 1953 State and County taxes ($95.06) and 1953 sewer benefit charge ($7.15) - adj. to 9/2/53	33 08	33 08
				5,433 08

Filed Dec. 5th 1953

LIBER 85 PAGE 514

ORDER NISI

Walter S. Calwell,

Assignee

VERSUS

Paul M. Balthaser, Jr.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,789 Equity.

ORDERED, This 5 day of ~~November~~ December, 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 12th day of ~~December~~ 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 ~~December~~ January next.

John H Hopkins 3rd

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14 day of January, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 14 Jan., 1954.

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C14944

LIBER 85 PAGE 515 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec 28, 1953

We hereby certify, that the annexed

Order Nisi

Eq. 10,789

Paul M. Balthaser, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 12th day of January, 1954. The first insertion being made the 10th day of Dec., 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 29 Dec., 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,789 Equity
WALTER S. CALWELL, Assignee
Vs.
PAUL M. BALTHASER, JR.

Ordered, this 5th day of DECEMBER, 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 12th day of JANUARY next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of JANUARY next.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-24

No. M. G. .....

18

LIBER 85 PAGE 516

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF THERESA CARROL BRITTON SCHULTZ, Divorced	:	No. 10,769 Equity In the Circuit Court for Anne Arundel County

Mr. Clerk:

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

Filed 13 May, 1933.

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

LIBER 85 PAGE 517
LIBER 692 PAGE 496

MORTGAGE

No. 10,769 Equity.

THIS MORTGAGE, Made this 2nd **day of** July **, A. D. 19** 52, **by and between**

Theresa Carrol Britton Schultz, divorced,

of Anne Arundel County **, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS BANKING AND TRUST COMPANY, a corporation organized and existing under the laws of the State of Maryland, hereinafter called the Mortgagee.**

WHEREAS, the said Mortgagor is indebted to the said Mortgagee in the full and just sum of Seven Thousand Two Hundred Dollars ($7,200.00), as evidence of which the said Mortgagor has this day passed to the said Mortgagee her promissory note for said sum payable ten and one-half years after date with interest thereon at the rate of five per centum (5%) per annum; provided, however, that during the years aforesaid, and any extension or renewal of said years, the Mortgagor shall pay the monthly sum of Seventy-two Dollars ($72.00) including interest at the rate aforesaid on the unpaid balance; failure to make any of the aforesaid payments shall constitute a default; and,

WHEREAS, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the time limited for the same; provided, however, that the said Mortgagor shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amounts so paid on the principal.

NOW THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of One Dollar, the said Mortgagor does hereby grant and convey unto the said Mortgagee, its successors and assigns, in fee simple, all those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and each more particularly described as follows:

Filed 13 July, 1953

FIRST: BEGINNING for the first at a stake on the East side of River Road, said stake being a corner of the lot formerly owned by Harvey Beardmore and from thence and with the East side of said road North 59° West 45 feet; thence South 51° 30' West 101 feet; thence leaving said road and running North 42° 30' West 150 feet to the end of the sixth line of the whole tract; thence with the seventh line North 64° East 368 feet; thence leaving said line and running South 59° East 25 feet; thence South 31° West 256 feet to the point of beginning. Containing 9/10 acre, more or less.

SECOND: BEGINNING for the second at a stake at the end of the seventh line of the whole tract and running from thence with the outline South 72° 45' East 165 feet; thence South 9° 45' West 49.5 feet; thence South 39° 45' West 46 feet to the Northeast corner of the Strohmeyer lot; thence with lines of said lot North 58° 30' West 32 feet; thence South 31° 30' West 256 feet to the East side of the River Road; thence on the East side of said road North 58° 30' West 32 feet; thence leaving said road and running North 31° 30' East 256 feet; thence North 58° 30' West 134 feet to intersect the seventh line of the whole tract; thence on said line North 64° 45' East 65 feet to the point of beginning. Containing 46/100 acres, more or less.

THIRD: BEGINNING for the third at a stake in the Northeast intersection of Meyette Street and River Road and running with said road North 59° West 32 feet; thence leaving said road and running North 31° East 128 feet; thence South 59° East 32 feet; thence South 31° West 128 feet to the point of beginning. Containing 4,096 square feet, more or less.

FOURTH: BEGINNING for the fourth at a stake distant in a Northerly direction 121 feet from the Northeast intersection of River Road and Meyette Street; thence with the line of River Road North 59° West 50 feet; thence at right angles to said road North 31° East 256 feet; thence at right angles and parallel to siad road South 59° East 50 feet; thence at right angles and parallel to the second line South 31° West 256 feet to the point of beginning.

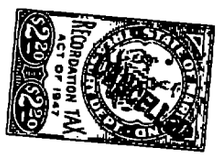
(2)

FIFTH: Beginning for the fifth at a stake distant 96 feet from the Northeast intersection of River Road and Meyette Street, said point of beginning being in the divisional line between Lots 3 and 4 of Plat by J. Carson Boush; thence with the line of River Road North 59° West 25 feet to a point in the divisional line of Lots 4 and 5; thence with said line and at right angles to said River Road North 31° East 256 feet; thence South 59° East and parallel to said River Road 25 feet to a point in the divisional line of Lots 3 and 4; thence South 31° West and with said line 256 feet to the point of beginning.

SIXTH: BEginning for the sixth at a stake 64 feet from the Northeast intersection of River Road and Meyette Street, said point of beginning being in the divisional line between Lots 2 and 3 of Plat made by J. C. Boush dated March 16, 1908; thence with said divisional line North 31° East 256 feet; thence North 59° West and parallel to said River Road 32 feet; thence with the divisional line of Lots 3 and 4 of said plat 256 feet; thence with the line of said River Road South 59° East 32 feet to the point of beginning.

SEVENTH: Being all that lot situate in West Annapolis, Second Election District of Anne Arundel County containing 4,096 square feet of land and known ad Lot "F", and more particularly described in a deed from C. Albert Hodges (Late Treasurer) et al to George H. Skoch and Ida Virginia Skoch, his wife, dated April 13, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 277, Folio 367.

ALL BEING the same properties conveyed to Benjamin C. Britton, Jr. and Theresa C. Britton, his wife, from George H. Skoch and Ida Virginia Skoch, his wife, by deed dated November 13, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 389, Folio 89, the said Benjamin C. Britton, Jr. having since departed this life.



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.

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, 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 he will pay all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, 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 hereinbefore specifically mentioned and shall be secured by this mortgage.

2. 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.

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least SEVEN THOUSAND TWO HUNDRED * * * * * Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

5. 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.

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

7. 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, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. W. Townshend, Jr., its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars ($ 100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; 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 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.

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 bodies corporate shall be considered neuter gender.

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

Witness:

Margaret B. Hendrix ..... Theresa Carrol Britton Schultz [SEAL]
Margaret B. Hendrix Theresa Carrol Britton Schultz

..... [SEAL]

..... [SEAL]

..... [SEAL]

LIBER 85 PAGE 520 LIBER 692 PAGE 499

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, That on this 2nd day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Theresa Carrol Britton Schultz, divorced,

the above named Mortgagors, and she acknowledged the foregoing mortgage to be her act.

At the same time also personally appeared Wm. W. Townshend, Jr., the Attorney 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.

Margaret B. Hendrix
Margaret B. Hendrix, *Notary Public.*

Recorded- 3rd July, 1952, at 9:55 A.M.

MORTGAGE

Theresa Carrol Britton Schultz

...TO...

The Annapolis Banking and Trust Company

Received for Record 3 Day of July 1952 at 9:55 A.M. and the same day recorded in Liber J.H.H. No. 692 Fol. 499 Land Records of Anne Arundel County.

Clerk

WM. W. TOWNSHEND, JR.
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ATTORNEY'S SALE

of

VALUABLE IMPROVED REAL ESTATE

By virtue of a power of sale contained in a Mortgage from Theresa Carrol Britton Schultz, Divorced, to The Annapolis Banking and Trust Company, dated July 2, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 692, Folio 496, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, AUGUST 18, 1953

at 11 o'clock A.M.

All those tracts or parcels of ground located in Weems Creek, Anne Arundel County, State of Maryland, and more particularly described as follows:

Filed 13 July, 1953.

FIRST: BEGINNING for the first at a stake on the East side of River Road, said stake being a corner of the lot formerly owned by Harvey Beardmore and from thence and with the East side of said road North 59° West, 45 ft.; thence South 51° 30' West, 101 ft.; thence leaving said road and running North 42° 30' West, 150 ft. to the end of the sixth line of the whole tract; thence with the seventh line North 64° East, 368 ft.; thence leaving said line and running South 59° East, 25 ft.; thence South 31° West, 256 ft. to the point of beginning. Containing 9/10 acre, more or less.

SECOND: BEGINNING for the second at a stake at the end of the seventh line of the whole tract and running from thence with the outline South 72° 45' East, 165 ft.; thence South 9° 45' West, 49.5 ft.; thence South 39° 45' West, 46 ft. to the northeast corner of the Strohmeyer lot; thence with lines of said lot North 58° 30' West, 32 ft.; thence South 31° 30' West, 256 ft. to the East side of the River Road; thence on the East side of said road North 58° 30' West, 32 ft.; thence leaving said road and running North 31° 30' East, 256 ft.; thence North 58° 30' West, 134 ft. to intersect the seventh line of the whole tract; thence on said line North 64° 45' East, 65 ft. to the point of beginning. Containing 46/100 acres, more or less.

THIRD: BEGINNING for the third at a stake in the Northeast intersection of Meyette Street and River Road and running with said road North 59° West 32 ft.; thence leaving said road and running North 31° East, 128 ft.; thence South 59° East, 32 ft.; thence South 31° West, 128 ft. to the point of beginning. Containing 4,096 sq.ft., more or less.

FOURTH: BEGINNING for the fourth at a stake distant in a Northerly direction 121 ft. from the Northeast intersection of River Road and Meyette Street; thence with the line of River Road North 59° West 50 ft.; thence at right angles to said road North 31° East, 256 ft.; thence at right angles and parallel to said road South 59° East, 50 ft.; thence at right angles and parallel to the second line South 31° West, 256 ft. to the point of beginning.

FIFTH: BEGINNING for the fifth at a stake distant 96 ft. from the Northeast intersection of River Road and Meyette Street, said point of beginning being in the divisional line between Lots 3 and 4 of Plat by J. Carson Boush; thence with the line of River Road North

59° West, 25 ft. to a point in the divisional line of Lots 4 and 5; thence with said line and at right angles to said River Road, North 31° East, 256 ft.; thence South 59° East and parallel to said River Road 25 ft. to a point in the divisional line of Lots 3 and 4; thence South 31° West and with said line 256 ft. to the point of beginning.

SIXTH: BEGINNING for the sixth at a stake 64 ft. from the Northeast intersection of River Road and Meyette Street, said point of beginning being in the divisional line between Lots 2 and 3 of Plat made by J. C. Boush dated March 16, 1908; thence with said divisional line North 31° East, 256 ft.; thence North 59° West and parallel to said River Road 32 ft.; thence with the divisional line of Lots 3 and 4 of said plat 256 ft.; thence with the line of said River Road South 59° East, 32 ft. to the point of beginning.

SEVENTH: Being all that lot situate in West Annapolis, Sixth Election District (formerly Second District) of Anne Arundel County containing 4,096 sq. ft. of land and known as Lot "F", and more particularly described in a deed from C. Albert Hodges (Late Treasurer) et al to George H. Skoch and Ida Virginia Skoch, his wife, dated April 13, 1943 and recorded among the Land Records of Anne Arundel County in Liber JHH 277, Folio 367. This lot was purchased from C. Albert Hodges, Late Treasurer for Anne Arundel County for taxes.

ALL BEING the same properties conveyed to Benjamin C. Britton, Jr., and Theresa C. Britton, his wife, from George H. Skoch and Ida Virginia Skoch, his wife, by deed dated November 13, 1946 and recorded among the Land Records of Anne Arundel County in Liber JHH 389, Folio 89, the said Benjamin C. Britton, Jr., having since departed this life.

The above property is improved by a one and one-half story dwelling with modern conveniences.

Terms of Sale: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

GEORGE SCIBLE, AUCTIONEER

Maryland Gazette
July 16, 23, 30
August 6, 13

LIBER 85 PAGE 523

In the Matter of the Mortgaged	:	No. 10.769 Equity
Real Estate of Theresa Carrol	:	In the Circuit Court for
Britton Schultz, Divorced	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Filed 11 Aug., 1953.

Amount of Mortgage from Theresa Carrol Britton Schultz, Divorced, to the Annapolis Banking and Trust Company, dated July 2, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 692, Folio 496	$6,901.83
Interest thereon to August 18, 1953	190.77
	$7,092.60

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of August, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., the Attorney named in the Mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

ALICE C. HUDAK NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Alice C. Hudak

Alice C. Hudak, Notary Public

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LIBER 85 PAGE 524

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 10,769 Equity.

Filed 11 Aug., 1953

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr. , as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seventy-five Hundred Dollars ($7,500.) 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 11th day of August , 1953 .

WHEREAS by virtue of a power of sale contained in a mortgage from Theresa Carrol Britton Schultz, divorced to The Annapolis Banking and Trust Company bearing date on or about July 2, 1952 , the said William W. Townshend, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said William W. Townshend, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

SIGNED, sealed and delivered
in the presence of

Margaret B. Hendrix
Margaret B. Hendrix, as to both

William W. Townshend, Jr. (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate,

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

Approved this 11 Aug., 1953
John H. Hopkins, 3rd, Clerk.

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ATTORNEY'S SALE

LIBER 85 PAGE 525

— OF VALUABLE —

Improved Real Estate

By virtue of a power of sale contained in a Mortgage from Theresa Carrol Britton Schultz, divorced, to The Annapolis Banking and Trust Company, dated July 2, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 692, folio 496, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

Tuesday, August 18, 1953

AT 11 O'CLOCK, A.M.

All those tracts or parcels of ground located in Weems Creek, Anne Arundel County, State of Maryland, and more particularly described as follows:

FIRST: Beginning for the first at a stake on the East side of River Road, said stake being a corner of the lot formerly owned by Harvey Beardmore, and from thence and with the East side of said road North 59° West 45 feet; thence South 51° 30′ West 101 feet; thence leaving said road and running North 42° 30′ West 150 feet to the end of the sixth line of the whole tract; thence with the seventh line North 64° East 368 feet; thence leaving said line and running South 59° East 25 feet; thence South 31° West 256 feet to the point of beginning, containing 9/10 acre, more or less.

SECOND: Beginning for the second at a stake at the end of the seventh line of the whole tract and running from thence with the outline South 72° 45′ East 165 feet; thence South 9° 45′ West 49.5 feet; thence South 39° 45′ West 46 feet to the northwest corner of the Strohmeyer lot; thence with the lines of said lot North 58° 30′ West 32 feet; thence South 31° 30′ West 256 feet to the East side of the River Road; thence on the East side of said road North 58° 30′ West 32 feet; thence leaving said road and running North 31° 30′ East 256 feet; thence North 58° 30′ West 134 feet to intersect the seventh line of the whole tract; thence on said line North 64° 45′ East 65 feet to the point of beginning, containing 46/100 acre, more or less.

Filed 18 Aug. 1953.

THIRD: Beginning for the third at a stake in the Northeast intersection of Meyette Street and River Road and running with said road North 59° West 32 feet; thence leaving said road and running North 31° East 128 feet; thence South 59° East 32 feet; thence South 31° West 128 feet to the point of beginning, containing 4,096 square feet, more or less.

FOURTH: Beginning for the fourth at a stake distant in a Northerly direction 121 feet from the Northeast intersection of River Road and Meyette Street; thence with the line of River Road North 59° West 50 feet; thence at right angles to said road North 31° East 256 feet: thence at right angles and parallel to said road South 59° East 50 feet; thence at right angles and parallel to the second line South 31° West 256 feet to the point of beginning.

FIFTH: Beginning for the fifth at a stake distant 96 feet from the Northeast intersection of River Road and Meyette Street. said point of beginning being in the divisional line between Lots 3 and 4 of Plat by J. Carson Boush; thence with the line of River Road North 59° West 25 feet to a point in the divisional line of Lots 4 and 5; thence with said line and at right angles to said River Road North 31° East 256 feet; thence South 59° East and parallel to said River Road 25 feet to a point in the divisional line of Lots 3 and 4; thence South 31° West and with said line 256 feet to the point of beginning.

SIXTH: Beginning for the sixth at a stake 64 feet from the Northeast intersection of River Road and Meyette Street. said point of beginning being in the divisional line between Lots 2 and 3 of Plat made by J. C. Boush dated March 16, 1908; thence with said divisional line North 31° East 256 feet; thence North 59° West and parallel to said River Road 32 feet; thence with the divisional line of Lots 3 and 4 of said plat 256 feet; thence with the line of said River Road South 59° East 32 feet to the point of beginning.

SEVENTH: Being all that lot situate in West Annapolis, Sixth Election District (formerly Second District) of Anne Arundel County containing 4,096 square feet of land and known at Lot "F," and more particularly described in a deed from C. Albert Hodges (late treasurer) et al to George H. Skoch and Ida Virginia Skoch. his wife, dated April 13, 1943, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 277, folio 367. This lot was purchased from C. Albert Hodges, late treasurer for Anne Arundel County for taxes.

All being the same properties conveyed to Benjamin C. Britton, Jr., and Theresa C. Britton, his wife, from George H. Skoch and Ida Virginia Skoch, his wife, by deed dated November 13, 1946. and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 389, folio 89, the said Benjamin C. Britton, Jr., having since departed this life.

The above property is improved by a one and one-half story dwelling with modern conveniences.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

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

LIBER 85 PAGE 526

Ann olis, Maryland
August 18, 1953

This is to certify that I have this 18th day of August, 1953, sold the property described by said advertisement in the Sixth Election District of Anne Arundel County, Maryland, located in Weems Creek, and more particularly described as seven (7) parcels to John H. Clarke and Martha F. Clarke H.O.
at and for the sum of $7700.00
being then and there the highest bidder for said property.

George Scible, Auctioneer

Annapolis, Maryland
August 18, 1953

Filed 18 Aug. 1953

I hereby certify that I have this 18th day of August, 1953, purchased from William W. Townshend, Jr., Attorney named in Mortgage, the property situated at Weems Creek, in the Sixth Election District of Anne Arundel County, and described more particularly as seven (7) parcels at and for the sum of $7700.00
and do hereby agree to comply with the terms of sale.

John H. Clarke
Purchaser

Martha F. Clarke
Purchaser

LIBER 85 PAGE 527

In the matter of the Mortgaged	:	No. 10,769 Equity
Real Estate of Theresa Carrol	:	In the Circuit Court for
Britton Schultz, Divorced	:	Anne Arundel County

To the Honorable, the Judges of said Court:

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

That under and by virtue of a power of sale contained in a Mortgage from Theresa Carrol Britton Schultz, Divorced, to the Annapolis Banking and Trust Company, a body corporate, dated July 2, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 692, Folio 496, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction, at the Court House door in the City of Annapolis, Maryland, on Tuesday, August 18, 1953, at 11:00 o'clock A.M., and then and there sold the said property to John H. O. Clarke and Martha F. Clarke, his wife,
at and for the sum of Seventy-seven Hundred Dollars, being at that figure the highest bidder therefor, said property being the following:

ALL those lots or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State

Filed 18 Aug., 1953.

of Maryland, and more particularly described by metes and bounds, as seven (7) parcels, in a deed from George H. Skoch and Ida Virginia Skoch, his wife, to Benjamin C. Britton, Jr., and Theresa C. Britton, his wife, dated November 13, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 389, Folio 89, the said Benjamin C. Britton, Jr., having since departed this life.

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted.

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of August, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in the mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Alice C. Hudak
Alice C. Hudak, Notary Public

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LIBER 85 PAGE 529

ORDER NISI

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

~~Trustee~~

Theresa Carrol Britton Schultz, Divorced

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,769 Equity

Filed 9 Sept., 1953.

Ordered, this 9 day of September, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 7,700.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

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

~~Trustee~~

Theresa Carrol Britton Schultz, Divorced

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

Filed 21 Oct., 1953.

ORDERED BY THE COURT, This 21st day of October, 19 53, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

LIBER 85 PAGE 530 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. 10,769 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of THERESA CARROL BRITTON SCHULTZ, Divorced.

Ordered, this 9th day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of October next.

The report states that the amount of sales to be $7,700.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 21 Oct., 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 19, 1953

We hereby certify, that the annexed

Order Nisi

Mortgage Real Estate

Eq. 10,769

Theresa Carroll Britton Schultz

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 Hazel P. Tilghman

No. M. G. 10,769

12

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

ATTORNEY'S SALE
OF VALUABLE
IMPROVED REAL ESTATE

By virtue of a power of sale contained in a Mortgage from Therese Carrol Britton Scholtz, Divorced, to The Annapolis Banking and Trust Company, dated July 2, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 692, Folio 490, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, AUGUST 18, 1953,
AT 11 O'CLOCK, A. M.

All those tracts or parcels of ground located in Weems Creek, Anne Arundel County, State of Maryland, and more particularly described as follows:

Filed 19 Nov. 1953

FIRST: BEGINNING for the first at a stake on the East side of River Road, said stake being a corner of the lot formerly owned by Harvey Beardmore and from thence and with the East side of said road North 59 degrees West, 45 ft.; thence South 51 degrees 30' West, 191 ft.; thence leaving said road and running North 42 degrees 30' West, 150 ft. to the end of the sixth line of the whole tract; thence with the seventh line North 64 degrees East, 308 ft.; thence leaving said line and running South 59 degrees East, 23 ft.; thence South 31 degrees West, 250 ft. to the point of beginning. Containing 0/10 acre, more or less.

SECOND: BEGINNING for the second at a stake at the end of the seventh line of the whole tract and running from thence with the outline South 72 degrees 45' East, 107 ft.; thence South 9 degrees 45' West, 49.5 ft.; thence South 39 degrees 45' West, 40 ft. to the northeast corner of the Strohmeyer lot; thence with lines of said lot North 58 degrees 30' West, 32 ft.; thence South 31 degrees 30' West, 256 ft. to the East side of the River Road; thence on the East side of said road North 58 degrees 30' West, 32 ft.; thence leaving said road and running North 31 degrees 30' East, 256 ft.; thence North 58 degrees 30' West, 134 ft. to intersect the seventh line of the whole tract; thence on said line North 64 degrees 45' East, 65 ft. to the point of beginning. Containing 46/100 acres, more or less.

THIRD: BEGINNING for the third at a stake in the Northeast intersection of Meyette Street and River Road and running with said road North 59 degrees West 32 ft.; thence leaving said road and running North 31 degrees East, 128 ft.; thence South 59 degrees East, 32 ft.; thence South 31 degrees West, 128 ft. to the point of beginning. Containing 4,096 sq. ft., more or less.

FOURTH: BEGINNING for the fourth at a stake distant in a Northerly direction 121 ft. from the Northeast intersection of River Road and Meyette Street; thence with the line of River Road North 59 degrees West 50 ft.; thence at right angles to said road North 31 degrees East, 256 ft.; thence at right angles and parallel to said road South 59 degrees East, 50 ft.; thence at right angles and parallel to the second line South 31 degrees West, 256 ft. to the point of beginning.

FIFTH: BEGINNING for the fifth at a stake distant 90 ft. from the Northeast intersection of River Road and Meyette Street, said point of beginning being in the divisional line between Lots 3 and 4 of Plat by J. Carson Boush; thence with the line of River Road North 59 degrees West, 25 ft. to a point in the divisional line of Lots 4 and 5; thence with said line and at right angles to said River Road, North 31 degrees East, 256 ft.; thence South 59 degrees East and parallel to said River Road 25 ft. to a point in the divisional line of Lots 3 and 4; thence South 31 degrees West and with said line 256 ft. to the point of beginning.

OFFICE OF LIBER 85 PAGE 531

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov. 18, 1953

We hereby certify, that the annexed

Attorney's Sale.

Teresa Carroll Britton Scholtz.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of August, 1953. The first insertion being made the 16th day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

SIXTH: BEGINNING for the sixth at a stake 64 ft. from the Northeast intersection of River Road and Meyette Street, said point of beginning being in the divisional line between Lots 2 and 3 of Plat made by J. C. Boush dated March 16, 1908; thence with said divisional line North 31 degrees East, 250 ft.; thence North 59 degrees West and parallel to said River Road 32 ft.; thence with the divisional line of Lots 3 and 4 of said plat 256 ft.; thence with the line of said River Road South 59 degrees East, 32 ft. to the point of beginning.

SEVENTH: Being all that lot situate in West Annapolis, Sixth Election District (formerly Second District) of Anne Arundel County containing 4,090 sq. ft. of land and known as Lot "F", and more particularly described in a deed from C. Albert Hodges (Late Treasurer) et al to George H. Skoch and Ida Virginia Skoch, his wife, dated April 13, 1943 and recorded among the Land Records of Anne Arundel County in Liber JHH 277, Folio 307. This lot was purchased from C. Albert Hodges, Late Treasurer for Anne Arundel County for taxes.

ALL BEING the same properties conveyed to Benjamin C. Britton, Jr., and Theresa C. Britton, his wife, from George H. Skoch and Ida Virginia Skoch, his wife, by deed dated November 18, 1946 and recorded among the Land Records of Anne Arundel County in Liber JHH 380, Folio 89, the said Benjamin C. Britton, Jr., having since departed this life.

The above property is improved by a one and one-half story dwelling with modern conveniences.

Terms of Sale: A deposit of One Thousand Dollars ($1,00.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:
WILLIAM W. TOWNSHEND, JR.,
Attorney named in Mortgage,
Towns-Worth Building, South Street,
Annapolis, Maryland.

GEORGE SCIBLE, Auctioneer. a-13

N.W.T. 0K

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
~~vs.~~
of
Theresa Carrol Britton Schultz,
divorced

In the

Circuit Court

For

Anne Arundel County

No. 10,769 Equity

To the Honorable, the Judges of said Court:

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

December 4, 1953

All of which is respectfully submitted.

Laura K. Dahlberg
Auditor.

17

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Theresa Carrol Britton Schultz, divorced in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	264	50	364	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	20	00		
Auditor - stating this account	13	50	43	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	117	20		
Capital-Gazette Press - handbills	14	76		
Capital-Gazette Press - first order nisi (sale)	6	00		
Capital-Gazette Press - second order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	30	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - Court costs in #10,484 Equity	30	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Alice C. Hudak - notary fees	1	00	246	76
To Attorney for Taxes, viz:				
1952 State and County taxes	34	96		
1953 State and County taxes ($125.33-adj.)	79	03		
Interest on 1953 State and County taxes, Court costs and advertising tax sale	20	51	134	50
To Annapolis Banking & Trust Co., mortgagee-				
this balance on account mortgage claim	7,027	34	7,027	34
			7,816	60
Amount of mortgage claim filed	7,092	60		
Cr. Amount allowed as above	7,027	34		
Balance subject to decree in personam	65	26		

18

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

1953						
Aug.	18	Proceeds of Sale	7,700	00		
		Interest on deferred payment to 11/30/53	116	60	7,816	60
					7,816	60

Filed Dec. 8, 1953

LIBER 85 PAGE 536

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~KRESUSK~~ Theresa Carrol Britton Schultz, divorced

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,769 Equity.

ORDERED, This 8th day of December, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of 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 15th day of January next.

Hunt Hopkins 3rd

Filed 18 Jan., 1954

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18 day of January, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec. 29, 1953

We hereby certify, that the annexed

Order Nisi Eq. 10,769

Acct. of Aud.

Theresa Carol Britton Schultz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1954. The first insertion being made the 17th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,769 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF THERESA CAROL BRITTON SCHULTZ, divorced.

Ordered, this 8th day of DECEMBER, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of 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 15th day of JANUARY next.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-31

Filed 31 Dec., 1953

No. M.G. .....

21

LIBER 85 PAGE 537

THOMAS ISEKOFF,	*	IN THE CIRCUIT COURT
Attorney named in Mortgage	*	FOR
vs	*	ANNE ARUNDEL COUNTY
CHARLES WILBUR and	*	No. 10,744 Equity
AUDREY F. WILBUR, his wife	*	

SUIT TO FORECLOSE MORTGAGE

Mr. Clerk:

Please docket this case forthe foreclosure of the mortgage dated September 3, 1950 from Charles Wilbur and Audrey F. Wilbur, his wife, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 705, folio 231, to Ruth C. Goodman.

Thomas Isekoff

Attorney named in Mortgage

Noah G. Hillman
Solicitor for Plff

Filed 5th June, 1953

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

1

MORTGAGE FEE—CITY OR COUNTY
LUCAS BROS. INC.—#37R—6/1/50

LIBER 705 PAGE 231

No. 10,742 Equity

LIBER 85 PAGE 538

THIS MORTGAGE, Made this 3rd day of September,

in the year nineteen hundred and fifty-two by and between Charles Wilbur and Audrey F. Wilbur, his wife,

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

Ruth C. Goodman, of Baltimore, Maryland, Mortgagee, of the second part:

Whereas, the said mortgagors are justly indebted unto the said mortgagee in the full and just sum of Thirty-five hundred ($3500.00) Dollars for money this day loaned them the receipt of which is hereby acknowledged, and for the repayment of which the said mortgagors hereby covenant and agree to pay the said sum of Thirty-five hundred dollars unto the said mortgagee with the interest to accrue thereon at the rate of six per cent per annum in monthly instalments of One hundred ($100.00) dollars each beginning with one month from the date hereof, out of which shall be taken the interest as aforesaid, and the balance of said monthly payment to be credited to the loan of Thirty-five hundred dollars, the said monthly payments to continue to be made each and every month thereafter and credited as aforesaid until the full sum of Thirty-five hundred dollars and the interest as aforesaid shall have been repaid unto the said mortgagee and whereas it was a condition precedent to the granting of the aforesaid loan that these present shall be executed:

Filed 5th June, 1953.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said mortgagors

do grant and convey unto the said Ruth C. Goodman, her heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in ~~the~~ Anne Arundel County, State of Maryland aforesaid, and described as follows, to wit:—Beginning for the same and being known and designated as Lot No. 449, Section A, as shown on the Plat of Sections A and B of Shipley Heights and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod D-3, Plat No. 201.

BEING the same lot of ground and premises which by Deed dated dated August 16th, 1950, and recorded among the land records of Anne Arundel County, Maryland, in Liber JHH No. 585, folio 557, etc., was conveyed by John K. D. Williams, single, unto the said mortgagors, in fee simple.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Ruth C. Goodman, her heirs and assigns, forever.

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

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LIBER 85 PAGE 540

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

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

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

Witness the hands and seals of the said mortgagors.

TEST:

Charles Wilbur [SEAL]

Doris E. Gaffney

Audrey F. Wilbur [SEAL]

[SEAL]

LIBER 705 PAGE 233

State of Maryland, City of Baltimore, ss:

I Hereby Certify, that on this 3rd day of September, in the year one thousand nine hundred and fifty-two before me, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Charles Wilbur and Audrey F. Wilbur, his wife, the Mortgagors named in the foregoing Mortgage, and each acknowledged the foregoing Mortgage to be their act. At the same time also appeared Ruth C. Goodman, the mortgagee named in the foregoing mortgage 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.

DORIS E. GAFFNEY NOTARY PUBLIC BALTIMORE, MD.

Doris E. Gaffney - Notary Public

Recorded-4th-Sept-1952-at-11:00-A.M.

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LIBER 85 PAGE 541

MORTGAGE

FROM

Charles Wilbur and
Audrey F. Wilbur, his
wife

TO

Ruth C. Goodman

BLOCK NO. Anne Arundel County

Received for Record Sept 4, 1952,
at 11 o'clock A M. Same day recorded
in Liber JHH No. 705 Folio 731 &c.,
Records of
aace.
and examined per
John W. Hopkins 2d, Clerk
Cost of Record, $

3 50

5 00

Mortgagee and Attorney's Bond. I-369 1M-7-27

LIBER 85 PAGE 542 No 10,742 Equity

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK

Know All Men by These Presents:

That we Thomas Isekoff,
1020 Munsey Building, Baltimore 2, Maryland - - - - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ----------
----FIVE THOUSAND ($5,000.00)----------Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 2nd day of July in the year nineteen hundred and fifty-three.

Filed 3 July, 1953.

Whereas, the above bounden Thomas Isekoff

by virtue of the power contained in a Mortgage from Charles Wilbur and Audrey F. Wilbur, his wife

bearing date the 3rd day of September nineteen hundred and fifty-two, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 705, Folio 231, and Thomas Isekoff

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 Thomas Isekoff

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

Attest: Milton S. Goldbloom

V. N. Mercier, Assistant Secretary

Thomas Isekoff (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess, Vice President.

Approved this 3 July 1953
John H. Hopkins
Asso. Judge

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LIBER 85 PAGE 543

Thomas Isekoff,	*	IN THE
Attorney named in Mortgage	*	CIRCUIT COURT
vs	*	FOR
Charles Wilbur and	*	ANNE ARUNDEL COUNTY
Audrey F. Wilbur, his wife	*	No. 10742 Equity

* * *

STATEMENT OF MORTGAGEE'S CLAIM

Mortgage loan - 9/3/52	$ 3,500.00
Interest to 3/3/53	105.00
	$ 3,605.00
Less amount paid on account	500.00
Balance Due	$ 3,105.00
Plus interest	65.67
	3,170.67

Filed 8 July, 1953

STATE OF MARYLAND, City of Baltimore, to wit:

I Hereby Certify, that on this 7th day of July, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Ruth C. Goodman, the Mortgagee, and made oath in due form of law that the foregoing Statement of the amount of mortgage claim under the mortgage filed in said cause, is true and is the amount now remaining due and unpaid.

As Witness my hand and Notarial Seal.

DORIS E. GAITHER NOTARY PUBLIC BALTIMORE CITY, MD.

David E. Gaither

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 85 PAGE 544

GALTON ORSBURN - - - - - - - - - - Auctioneers

THOMAS ISEKOFF, Solicitor
Baltimore, Maryland

— And —

NOAH A. HILLMAN, Solicitor
Annapolis, Maryland

ATTORNEYS SALE

— OF VALUABLE —

Improved Fee Simple Property

SITUATED IN THE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Filed in 16 June, 1953.

By request of the mortgagee and under and by virtue of the power of sale contained in a Mortgage to said mortgagee from Charles Wilbur and Audbrey F. Wilbur, his wife, dated September 3, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 705, folio 231, etc., default having occurred in said Mortgage, I will offer for sale at Public Auction on the premises on

Friday, July 10th, 1953

AT THREE O'CLOCK, P.M.

the property in said Mortgage described the same being the following:

ALL of that lot of ground known as Lot No. 449, Section "A," shown on Plat of Section A and B of Shipley Heights, which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-3, Plat No. 201. The improvements on the property are known as 421 Shipley Road near Linthicum Heights. Being the same property which was conveyed to the said Charles Wilbur and wife by deed by John K. D. Williams, single, dated August 16, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 585, folio 557.

Said lot of ground is improved by a one and one-half story brick, semi-bungalow containing a large living room with open fireplace, dinette, two bedrooms, tile bathroom, unitized kitchen, hardwood floors, hot water heat with summer-winter hookup, oil burner, unfinished attic, large basement under entire building, laundry trays, etc.

This property will be sold subject to a prior mortgage held by Monumental Life Insurance Company. Balance due on said prior mortgage will be announced at the time and place of sale.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser at the time of sale and the balance of the purchase money, with interest thereon at six per cent to be paid in cash upon final ratification of sale. All expenses and taxes to be adjusted to date of sale.

THOMAS ISEKOFF,
Attorney Named in Mortgage.

LIBER 85 PAGE 545

Thomas Isekoff, Attorney named in Mortgage	(	
	)	In The
vs.	(	Circuit Court
	)	For Anne Arundel County
Charles Wilbur and Audrey F. Wilbur, his wife.	(	In Equity

10,742

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of Thomas Isekoff, Attorney named in Mortgage, in the above entitled cause, 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 advertisements inserted in The Capital-Gazette Press, Inc. a weekly newspaper published in Anne Arundel County, State of Maryland, for more than three successive weeks preceding the day of sale, said Thomas Isekoff, Attorney named in Mortgage, did pursuant to said notice, (copy of which is attached hereto,) on Friday, July 10th, 1953, at 3 O'clock, P. M. attend on the premises and then and there sold the fee simple property with the improvements thereon now known as No. 421 Shipley Road, being all that lot of ground known as Lot No. 449, Section A, shown on Plat of Section A and B, of Shipley Heights, which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-3, Plat No. 201, unto Rose L. Caplan, at and for the sum of Three Thousand Dollars, ($3000.00) subject to a prior mortgage the balance of which was Eight thousand seven hundred and eight dollars and twenty-nine cents ($8708.29), at public auction, she being the highest bidder therefor. Total amount of sale being Three Thousand Dollars subject to prior mortgage.

Thomas Isekoff
Attorney named in Mortgage

Filed 16 July, 1953.

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State of Maryland, City of Baltimore, to wit-

I hereby certify that on this 13th day of July, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Thomas Isekoff, 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.

As Witness my hand and Notarial Seal.

Notary Public

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ORDER NISI

LIBER 85 PAGE 547

THOMAS ISEKOFF,
Attorney named in Mortgage

versus

CHARLES WILBUR and
AUDREY F. WILBUR, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10,742 Equity

Filed 16 July 1953.

Ordered, this 16 day of July, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Thomas Isekoff, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24 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 24 day of August next.

The report states that the amount of sales to be $3,000.00, subject to Mortgage Debt in the Amount of $8,708.29.

John F. Watkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

THOMAS ISEKOFF,
Attorney named in Mortgage

versus

CHARLES WILBUR and
AUDREY F. WILBUR, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

Filed Sept. 2, 1953

ORDERED BY THE COURT, This 2d 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 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

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LIBER 85 PAGE 548 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 19, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10742

Charles Wilbur

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 24th day of August, 1953. The first insertion being made the 23rd day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 2 Sept., 1953.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,742 Equity
THOMAS ISEKOFF, Attorney named in Mortgage
Vs.
CHARLES WILBUR and AUDREY F. WILBUR, His Wife.

Ordered, this 16th day of July, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Thomas Isekoff, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of August next.

The report states that the amount of sales to be $3,000.00, subject to Mortgage Debt in the Amount of $8,708.29.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-13

No. M. G. 10257

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THOMAS ISEKNOFF, Solicitor
Baltimore, Maryland
And
NOAH A. HILLMA olicitor
Annapolis, Maryland

ATTORNEYS SALE
OF VALUABLE IMPROVED
FEE SIMPLE PROPERTY
Situated in the FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND.

By request of the mortgagee and under and by virtue of the power of sale contained in a Mortgage to said mortgagee from Charles Wilbur and Audbrey F. Wilbur, his wife, dated September 3, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 705, folio 231, etc., default having occurred in said Mortgage, I will offer for sale at Public Auction on the premises on

FRIDAY, JULY 10, 1953,
AT THREE O'CLOCK P. M.,

the property in said Mortgage described the same being the following:

ALL of that lot of ground known as Lot No. 449, Section "A", shown on Plat of Section A and B of Shipley Heights, which is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-3, Plat No. 201. The improvements on the property are known as 421 Shipley Road near Linthicum Heights. Being the same property which was conveyed to the said Charles Wilbur and wife by deed by John K. D. Williams, single, dated August 10, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 585, folio 557.

Said lot of ground is improved by a one and one-half story brick, semi-bungalow containing a large living room with open fireplace, dinette, two bedrooms, tile bathroom, nutlized kitchen, hardwood floors, hot water heat with sammer-winter hookup, oil burner, unfinished attic, large basement under entire building, laundry trays, etc.

This property will be sold subject to a prior mortgage held by Monumental Life Insurance Company. Balance due on said prior mortgage will be announced the time and place of sale.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser the time of sale and the balance of the purchase money, with interest thereon at six per cent to be paid in cash upon final ratification of sale. All expenses and taxes to be adjusted to date of sale.

THOMAS ISEKOFF,
Attorney named in Mortgage.
GALTON ORSBURN, Auctioneers.
jy-2

Filed 3 Sept. 1953

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OFFICE OF LIBER 85 PAGE 549

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 2, 1953

We hereby certify, that the annexed

Attorney's Sale

Charles Wilbur

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 July, 1953. The first insertion being made the 18th day of June, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

LIBER 85 PAGE 550

In the Case of

Thomas Isekoff,
Attorney named in Mortgage

VS.

Charles Wilbur
and
Audrey F. Wilbur, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,742 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.

November 20, 1953

All of which is respectfully submitted.

Laura K. Fahling
Auditor.

Dr. Thomas Isekoff, Attorney named in Mortgage, vs. Charles Wilbur and Audrey F. Wilbur, his wife in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	120	68	220	68
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 - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	20	00		
Gatton-Osborn Co. - auctioneer's fee	15	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65	91	99
To Attorney for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission- water service to 7/7/53	6	00	6	00
To Ruth C. Goodman, mortgagee - this balance on account mortgage claim	2,737	72	2,737	72
			3,094	14
Amount of mortgage claim filed	3,170	67		
Cr. Amount allowed as above	2,737	72		
Balance subject to decree in personam	432	95		

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with Thomas Isekoff, Attorney named in Mortgage Cr.

1953				
July	10	Proceeds of Sale	3,000 00	
		Interest on deferred payment	22 50	3,022 50
		Refund 1953 State and County taxes ($141.17-adjusted)	66 64	
		Refund 1953 water and sewer benefit charge ($13.00 - adjusted)	5 00	71 64
				3,094 14

Filed Dec. 9 '1953

Filed 18 Jan., 1954

Filed 15 Jan., 1954

ORDER NISI

LIBER 85 PAGE 553

Thomas Isekoff,

Attorney named in Mortgage

VERSUS

Charles Wilbur

and

Audrey F. Wilbur, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,742 Equity.

ORDERED, This 9th day of ~~November~~ December, 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 ~~December~~ 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 16th day of ~~December~~ January next.

Thos H Hopkins 3rd

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18 day of January, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Grantee~~ 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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ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,742 Equity
THOMAS ISEKOFF, Attorney Named In Mortgage

Vs.

CHARLES WILBUR and AUDREY F. WILBUR, his wife.

Ordered, this 9th day of DECEMBER, 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 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 16th day of JANUARY next.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-31

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10742

Charles Wilbur

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 January, 1954. The first insertion being made the 17th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M.G. 11904

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LIBER 85 PAGE 554

IN THE MATTER OF THE SALE	:	NO. 10,795 EQUITY
OF THE MORTGAGED REAL	:	IN THE
ESTATE OF DELLA PHIPPS, MARY E. CATTERTON and MALCOLM E.CATTERTON, her husband	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDER TO RECORD ASSIGNMENT OF MORTGAGE AND DOCKET CASE

MR. CLERK:

Please docket this case after recording the assignment of the mortgage herewith filed.

Eugene M. Childs

Eugene M. Childs ATTORNEY-ASSIGNEE

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed 17 Aug. 1953.

MEYER & THALHEIMER
Form 7185
MORTGAGE FEE—Coun.

LIBER 85 PAGE 555 No. 10,795 Equity.

This Mortgage,

Made this 30th. day of January in the year nineteen hundred and forty six by and between DELLA PHIPPS, Widow, life tenant and Mary E. Catterton and Malcolm E. Catterton, her husband, tenants in remainder,

Mortgagors of Anne Arundel County in the State of Maryland, of the first part,

and The County Trust Company of Maryland, Owings, Maryland

Mortgagee, of the second part.

WITNESSETH, WHEREAS the said Mortgagors are indebted unto the said Mortgagee, in the full and just sum of TWO HUNDRED AND FIFTY DOLLARS ($250.00) and as evidencing said sum, the said Mortgagors have passed unto the said Mortgagee, their joint and several promissory note for said sum of even date herewith and payable in one (1) year after date with interest at six percent (6%) per annum, payable semi annually.

WHEREAS it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors do grant and convey unto the said Mortgagee, its successors, ~~heirs~~ and assigns, in fee simple, all that lot or parcel of ground situate and lying in 8th District of Anne Arundel County, aforesaid, and described as follows: It being all of that property conveyed unto Clarence Phipps and Della Phipps, his wife, by Deed from Emma Eno Carlson, Executrix, dated September 27, 1941 and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 247 folio 169 and in said Deed more particularly described by metes and bounds, courses and distances as containing 1 acre and 4 square perches of land, more or less. EXCEPTING, however all of that part of said lot which was conveyed by Deed dated December 6, 1934 and recorded as aforesaid in Liber F.A.M. No. 143 folio 412 to the State Roads Commission for the purpose of a road.

IT BEING the identical property which was granted unto the said Mary E. Catterton by Deed from Della . Phipps, widow, dated January 27, 1945 and recorded as aforesaid, in Liber J.H.H. No. 328 folio 6, the said Della . Phipps joins in this mortgage for the purpose of securing to the Mortgagee as security for this obligation her life estate as mentioned in the aforesaid Deed.

Filed 17 Aug., 1953.

L

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

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

PROVIDED, that if the said Mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of two hundred and fifty ($250.00) Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the Mortgagor S shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges mort-

3

gage debt and interest, the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue or in any part of either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Mortgagee, its successors, personal representatives or assigns, or Eugene P. Childs its 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 shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty ($50.00) dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors 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 Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commissions the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, its successors, personal representatives or assigns, or Eugene P. Childs, its 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 Mortgagors for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least two hundred and fifty ($250.00) 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, its successors personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

O. F. Bowen

Della Phipps [SEAL]
Della . Phipps

Mary E. Catterton [SEAL]
Mary E. Catterton

Malcolm E. Catterton [SEAL]
Malcolm E. Catterton

[SEAL]

LIBER 85 PAGE 558

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

I HEREBY CERTIFY, that on this 30th. day of January in the year nineteen hundred and forty six before me, a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Della . Phipps, widow and Mary E. Catterton and Malcolm E. Catterton, her husband, the Mortgagor s named in the aforegoing Mortgage, and they eachacknowledged the aforegoing Mortgage to be their act. At the same time also appeared C. W. Hutchins, Agent for the County Trust Company of Maryland, the within named - - - - - - - - - - - - the Mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and that he was authorized to make this affidavit as attorney or agent.

Witness my hand and seal Notarial.

O. F. Bowen

O. F. Bowen, Notary Public.

Mortgage Note

#969

$250.00 January ch., 1946

One year---------- after date we promise to pay to the order of County Trust Company of Maryland, Owings, Maryland, the sum of---------TWO HUNDRED AND FIFTY and .00/100---------- Dollars with interest at 6% per annum, payable semi annually.

Value received, Della Phipps.
Mary E. Catterton
Malcolm E Catterton

Secured by Mortgage of Even Date

ART PRESS, ANNAPOLIS

LIBER 85 PAGE 559

For value received the County Trust Company of Maryland hereby assigns the aforegoing mortgage to Eugene M. Childs, Attorney, for the purpose of foreclosure.

Witness the signature of the said County Trust Company of Maryland by A. G. Lyons, its Vice President, attested by O. F. Bowen, its Asst. Secretary, under its Corporate Seal this 14th. day of August, 1953.

Attest:

O. F. Bowen, Asst. Secretary

COUNTY TRUST COMPANY OF MARYLAND

By A. G. Lyons, Vice President

Received for Record 17 Day of Aug. 1953, at 3:25 P.M and the same day recorded in Liber J.H.H., No. 321 Fol. 29, Land Records of Anne Arundel County

John R. Hopkins Clerk

MORTGAGE

FROM

Della Phipps, widow and Mary E. Catterton and Malcolm E. Catterton, her husband

TO

County Trust Company of Maryland, Owings, Maryland.

Received for Record Aug 31 1953 at 1 o'clock P.M. Same day recorded in Liber J.H.H. No. 352 Folio 26 &c., one of the Land Records of A.A.Co. examined per John R. Hopkins, Clerk.

Cost of Record, $ 4.50

MEYER & THALHEIMER—BALTIMORE

LIBER 85 PAGE 560

IN THE MATTER OF THE SALE	:	NO. 10795 EQUITY
OF THE MORTGAGED REAL	:	IN THE
ESTATE OF DELLA PHIPPS,	:	CIRCUIT COURT FOR
ET AL	:	ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Principal balance due	$ 89.85
Interest at 6% from January 30, 1953	
Insurance premiums advanced	22.40

Filed 19 Aug., 1953.

STATE OF MARYLAND, CALVERT COUNTY, To Wit:

I hereby certify that on this 18th day of August, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared O. F. BOWEN and made oath in due form of law that he is the Cashier of the County Trust Company of Maryland, Owings, Maryland, and that the above statement is true as set forth in the records of said bank, and further, that he is duly authorized to make this affidavit.

As witness my hand and seal Notarial.

Charles L. Plummer, Jr.

Charles L. Plummer, Jr., Notary Public

CHARLES L. PLUMMER, JR. NOTARY PUBLIC CALVERT CO., MD.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

1074

Form J-3101
(Mortgagee's or Attorney's Bond)

LIBER 85 PAGE 561

No. 10,795 Equity ✓

Know all Men by these Presents,

THAT WE Eugene M. Childs, Attorney, Assignee

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of One thousand and 00/100 ($1,000.00) Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 4th day of September in the year nineteen hundred and fifty-three.

WHEREAS, the above bounden Eugene M. Childs, Attorney, Assignee (August 14, 1953)

by virtue of the power contained in a mortgage from Della Phipps to County Trust Company of Maryland, Owings, Maryland, bearing date the 30th day of January nineteen hundred and forty-six and recorded among the land records of Anne Arundel County, Maryland ( ) in Liber JHH 352 No. Folio 26 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 Condition of this Obligation is such, that if the above bounden Eugene M. Childs, Attorney, Assignee

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, sealed, and delivered in presence of

May F. Brennan

Betty Lee Hall

Eugene M. Childs [SEAL.]
Eugene M. Childs, Attorney-Assignee

[SEAL.]
HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By [signature] [SEAL.]
Joseph D. Lazenby Attorney-in-fact

approved this 8 Sept., 1953
John H. Hopkins, 3rd Clerk
Filed 8 Sept., 1953.

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George W. Scible, - - - - - - - - - - - - - - - - Anctioneer

ASSIGNEE'S SALE

— OF VALUABLE —

Fee-Simple Property

IN THE VILLAGE OF FRIENDSHIP, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of the power of sale contained in a mortgage from Della Phipps, widow, et al, to County Trust Company of Maryland, Owings, Maryland, dated January 30, 1946, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 352, folio 26, and duly asigned, August 14, 1953, to the undersigned for the purpose of foreclosure, default having occurred thereunder, said Assignee will sell, at public auction at the Court House door, in the City of Annapolis, Maryland, on

Thursday, September 10th, 1953

AT 11 O'CLOCK A. M.

All that parcel of ground situate in the village of Friendship(in the Eighth Election District of Anne Arundel County, Maryland, containing 1 acre, 4 square perches of land, more or less, as more particularly described in deed from Sallie A. Griffith to Luther Phipps and wife, dated August 24, 1929, recorded among said Land Records in Liber F. S. R. No. 55, folio 251, excepting therefrom that part of said lot conveyed to State Roads Commission of Maryland,, by deed dated December 6, 1934, recorded as aforesaid in Liber F. A. M. No. 143, folio 412. Being the same property conveyed to Clarence E. Phipps and Della Phipps his wife by the Executrix of Luther Phipps by deed dated September 27, 1941, recorded as aforesaid in Liber J. H. H. No. 247, folio 169.

This property is improved by a one-story, four-room, frame dwelling; electric lights.

TERMS OF SALE: A deposit of 10% of the purchase price will be required on day of sale; deferred payment to bear interest at rate of 6% per annum from date of sale to date of settlement.

Taxes, insurance, and all public charges to be adjusted to date of sale.

For further particulars inquire of undersigned.

EUGENE M. CHILDS,
Attorney-Assignee

CHILDS AND BALD
192 Duke of Gloucester Street,
Annapolis, Maryland

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Filed 10 Sept, 1953

LIBER 85 PAGE 563

IN THE MATTER OF THE SALE : NO. 10,795 EQUITY

OF THE MORTGAGED REAL : IN THE CIRCUIT COURT

ESTATE OF DELLA PHIPPS, ET AL : FOR ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE AND
CERTIFICATE OF AUCTIONEER

This is to certify that ~~I~~ (we) have purchased at public auction from Eugene M. Childs, Attorney-Assignee, the property described in the advertisement attached hereto for the sum of EIGHT HUNDRED FIFTY DOLLARS and ~~I~~ (we) agree to comply with the terms of the sale, as set forth therein.

As witness ~~my~~ (our) hand(s) and seal(s) this 10th day of September, 1953.

Test: Hubert C. Trott (SEAL)

Hazel G. Trott (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney-Assignee, the property described in the advertisement attached hereto, to

HUBERT C. TROTT & HAZEL G TROTT, HIS WIFE

at and for the sum of $850.00

~~he~~ (they) being at that price the highest bidder(s) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 10th day of September, 1953.

George W. Scible (SEAL)

George W. Scible

Filed 10 Sept., 1953.

LIBER 85 PAGE 564 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *Sept. 11*, 1953

We hereby certify, that the annexed

Assignee's Sale

Della Phipps

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *3* successive weeks before the *10th* day of *September*, 1953. The first insertion being made the *18th* day of *August*, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By *Lillie L. French*

Filed 11 Sept., 1953.

ASSIGNEE'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY
IN THE VILLAGE OF FRIENDSHIP,
ANNE ARUNDEL COUNTY,
MARYLAND

By virtue of the power of sale contained in a mortgage from Della Phipps, widow, et al, to County Trust Company of Maryland, Owings, Maryland, dated January 30, 1946, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 352, folio 26, and duly assigned, August 14, 1953, to the undersigned for the purpose of foreclosure, default having occurred thereunder, said Assignee will sell, at public auction at the Court House door, in the city of Annapolis, Maryland, on

THURSDAY, SEPTEMBER 10, 1953,

AT 11 O'CLOCK A. M.

All that parcel of ground situate in the village of Friendship, in the Eighth Election District of Anne Arundel County, Maryland, containing 1 acre, 4 square perches of land, more or less, as more particularly described in deed from Sallie A. Griffith to Luther Phipps and wife, dated August 24, 1929, recorded among said Land Records in Liber F. S. R. No. 50, folio 251, excepting therefrom that part of said lot conveyed to State Roads Commission of Maryland, by deed dated December 6, 1934, recorded as aforesaid in Liber F. A. M. No. 143, folio 412. Being the same property conveyed to Clarence E. Phipps and Della Phipps his wife by the Executrix of Luther Phipps by deed dated September 27, 1941, recorded as aforesaid in Liber J. H. H. No. 247, folio 169.

This property is improved by a one-story, four-room, frame dwelling; electric lights.

TERMS OF SALE: A deposit of 10% of the purchase price will be required on day of sale; deferred payment to bear interest at rate of 6% per annum from date of sale to date of settlement.

Taxes, insurance, and all public charges to be adjusted to date of sale.

For further particulars inquire of undersigned.

EUGENE M. CHILDS,
ATTORNEY - ASSIGNEE
CHILDS AND BALD
102 Duke of Gloucester Street,
Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer. a-1

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LIBER 85 PAGE 565

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF DELLA PHIPPS, ET AL	:	NO. 10,795 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of Eugene M. Childs, Attorney-Assignee, respectfully represents unto Your Honors:

That under and by virtue of the power contained in the mortgage filed in the aforegoing proceedings, the said Attorney-Assignee, after having given notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the power and other laws in such cases, made and provided, did offer the property described in the hand bill attached herewith at public auction at the Court House door in the City of Annapolis, Md., on Thursday, September 10th, at 11:00 o'clock A.M. and then and there sold the said property unto Herbert C. Trott and Hazel G. Trott, his wife, at and for the sum of Eight Hundred Fifty Dollars ($850.00), they being the highest bidders therefor, and the said Attorney-Assignee further reports that he has received from the said Purchasers the deposit as required by the terms of sale and agreement signed by the said purchasers to comply with the terms of sale as set forth by the hand bill filed in these presents, and the said Attorney-Assignee further reports that the sale was fairly made.

Respectfully submitted

Eugene M. Childs, Attorney-Assignee

Eugene M. Childs
Attorney-Assignee

Filed 11 Sept., 1953.

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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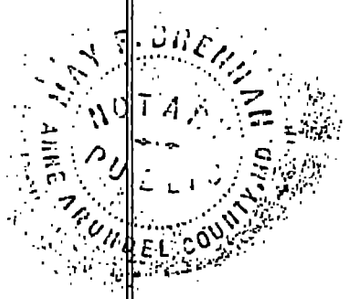
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 10 day of September, 1953, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Eugene M. Childs, Attorney-Assignee, and made oath in due form of law that the matters and things contained in the foregoing Report of Sale are true to the best of his knowledge and belief, and that the sale was fairly made.

May F Brennan

May F. Brennan Notary Public



CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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ORDER NISI

LIBER 85 PAGE 567

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

~~XXXXXX~~

DELLA PHIPPS,
MARY E. CATTERTON and
MALCOLM E. CATTERTON, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,795 Equity

Ordered, this 11 day of September, 1953, That the sale of the Property in these Proceedings mentioned,

made and reported by Eugene M. Childs, Attorney-Assignee,

~~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 $850.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 11 Sept., 1953.

(Final Order)

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

~~XXXXXX~~

DELLA PHIPPS,
MARY E. CATTERTON and
MALCOLM E. CATTERTON, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of November, 1953, that the sale made and reported by the ~~Trustee~~ Attorney-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~~ Attorney-Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Nicholson
Judge

Filed 21 Nov., 1953.

LIBER 85 PAGE 568 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1953

We hereby certify, that the annexed

Order Nisi - Sale -

Eq - 10,795 -

Della Phipps.

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 19th day of October, 1953. The first insertion being made the 16th day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

Filed 20 Nov., 1953.

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,795 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF DELLA PHIPPS, MARY E. CATTERTON and MALCOLM E. CATTERTON, her husband.

Ordered, this 11th day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Attorney-Assignee, BE RATIFIED AND CONFIRMED, unless cause to contrery thereof be shown on or before the 19th day of October next; Provided, a copy of this Order be inserted in some newspeper published in Anne Arundel County, once in each of three successive weeks before the 10th dey of October next.

The report stetes thet the amount of sales to be $850.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-7

No. E. C. 10,795

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LIBER 85 PAGE 569

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Della Phipps,
et al

In the

Circuit Court

For

Anne Arundel County

No. 10,795 Equity

To the Honorable, the Judges of said Court:

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

December 3, 1953

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

OK E.H.C.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Della Phipps, et al in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	51	79	101	79
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	23	75		
Jos. W. Alton, Jr. - Sheriff's costs	1	25		
Auditor - stating this account	9	00	54	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	26	25		
Capital-Gazette Press - Handbills	10	20		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Hartford Accident & Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	15	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
May F. Brennan - notary fees	1	00	77	55
To Attorney for taxes, viz:				
1952 State and County taxes	16	37		
1953 State and County taxes	17	11	33	48
To The County Trust Company of Maryland, mortgagee - in full for mortgage claim viz:	89	25		
Interest from 1/30/53 to 9/10/53	3	27		
Fire insurance premiums paid by mortgagee	22	40	114	92
To Della Phipps, mortgagor - this balance	479	71	479	71
			861	45

with Eugene M. Childs, Attorney-Assignee

1953				Cr.
Sept.	10	Proceeds of Sale	850 00	
		Interest on deferred payment - 65 days	5 85	855 85
		Refund 1953 State and County taxes ($17.11 -adjusted)	5 60	5 60
				861 45

Filed Dec 8" 1953

ORDER NISI LIBER 85 PAGE 572

In the Matter of the Sale of the ~~XXXXXX~~ Mortgaged Real Estate of Della Phipps, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,795 Equity.

ORDERED, This 8" day of December, 1953 That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15" day of 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 15" day of ~~December~~ January next.

John H Hopkins 3rd

Filed 18 Jan, 1954

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18 day of January, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~[illegible]~~ attorney-assignee 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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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. 10,795 Equity

(COPY ORDER NISI)
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
DELLA PHIPPS, et al

Ordered, this 8th day of December, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause. BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of 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 15th day of January next.

JOHN H. HOPKINS, 3rd, Clerk
True Copy: TEST:
JOHN H. HOPKINS, 3rd, Clerk
d-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1954

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq. 10795 Della Phipps

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 15th day of January, 1954. The first insertion being made the 10th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. E. C. 11848

19

Filed 14 Jan, 1954

LIBER 85 PAGE 573

IN THE MATTER OF THE SALE	:	NO. 10,798 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF EDWARD L. ANDERSON, JR.	:	CIRCUIT COURT FOR
and IDA L. ANDERSON, his wife	:	ANNE ARUNDEL COUNTY

ORDER TO DOCKET CASE

MR. CLERK:

Please docket the above entitled cause, file mortgage and statement of mortgage claim, and approve and file bond.

Eugene M. Childs

Eugene M. Childs
Attorney named in Mortgage

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed 25 Aug., 1953.

MORTGAGE FEE - COUNTY - 34
PURCHASE MONEY

LIBER 85 PAGE 574
BOOK 630 PAGE 524

No. 10,798 Equity.

This Mortgage, Made this 2nd. day of ~~June~~, July,

in the year nineteen hundred and fifty-one, by and between EDWARD L. ANDERSON, Jr., and IDA L. ANDERSON, his wife,

Mortgagors of Anne Arundel County, in the State of Maryland, of the first part,

and COUNTY TRUST COMPANY OF MARYLAND, Owings, Maryland, a body corporate

Mortgagee, of the second part.

WITNESSETH, WHEREAS, the said Mortgagors are indebted unto the said Mortgagee in the full and just sum of FIFTEEN HUNDRED DOLLARS ($1500.00), and as evidencing said sum the said Mortgagors have passed unto the said Mortgagee their joint and several promissory note for said sum of even date herewith and payable at the rate of Thirty-five Dollars ($35.00) per month including interest at the rate of six percent (6%) per annum. Said Mortgagors reserve the right to make larger payments at any monthly period and interest on any such sums so paid shall abate; at the end of three years the entire balance becomes due and payable.

WHEREAS, it was a condition precedent to the granting of said loan that these presents should be executed for the purpose to more effectually secure the payment of said sum together with the interest thereon to accrue at the time limited for the payment of the same, and that said loan be a part of the purchase money for the property hereinafter described.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Edward L. Anderson, Jr. and Ida L. Anderson, his wife,

do grant and convey unto the said Mortgagee, its successors, ~~heirs~~ and assigns, in fee simple, all of that lot or parcel of ground situate and lying in Eighth Election District, Anne Arundel County, aforesaid, and described as follows: All of Lot Numbered Nineteen (19) in Block Eight (8) in Section One (1) of the subdivision known as Fair Haven, as per plat of said subdivision which is recorded among the Plat Records of Anne Arundel County in Cabinet No. 1 Rod S Plat 1.

It being the identical property which was granted and conveyed unto the said Mortgagors, by Erwin C. Howard, divorced, by deed of even date herewith and intended to be recorded immediately prior hereto.

Filed 25 Aug., 1953.

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 Mortgagee, its successors, ~~heirs~~ and assigns, forever.

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

AND it is agreed that, until default be made in the premises, the said Mortgagors, shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said Mortgagors, Edward L. Anderson, Jr. and Ida L. Anderson, 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 Mortgagee, its successors,

personal representatives or assigns, or Eugene M. Childs, their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in

Anne Arundel county, and such other notice as by the said Mortgagee, its successors, personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of One Hundred 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, its successors, personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

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

AND the said Mortgagors, for themselves, their 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, its successors, personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred - Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee, its successors, personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its successors, personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors

TEST:

O. F. Bowen

Edward L. Anderson, Jr. (SEAL)

Ida L. Anderson (SEAL)

(SEAL)

(SEAL)

LIBER 85 PAGE 577

STATE OF MARYLAND, CALVERT COUNTY, TO WIT: BOOK 630 PAGE 527

I Hereby Certify, that on this 2nd. day of ~~June~~ July in the year nineteen hundred and fifty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Edward L. Anderson, Jr. and Ida L. Anderson, 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 C. W. Hutchins, Asst. Branch Cashier of the County Trust Company of Maryland, the within named Mortgagee - - - - - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth, and further that he is the duly authorized agent of the said County Trust Company of Maryland for the purpose of making this affidavit.

As witness my hand and seal Notarial.

O. F. Bowen Notary Public

Recorded- 3rd July, 1951, at 1:10 P.M.

PURCHASE MONEY

MORTGAGE

FROM

EDWARD L. ANDERSON, JR. and

IDA L. ANDERSON, his wife

TO

COUNTY TRUST COMPANY OF MARYLAND
A body corporate

OWINGS, MARYLAND

BLOCK NO.

Received for Record July 3 1951

at 1-10 o'clock M. Same day recorded

in Liber No. 630 Folio 527 &c.,

one of the Land Records of examined per

Cost of Record, $, Clerk.

EUGENE M. CHILDS, *Attorney at Law*
192 Duke of Gloucester Street
Annapolis, Maryland

(2)

Mortgage Note

#1523

$1500.00 ~~June~~ July 2, 1951

Three years- - - - - - - - - - - - *after date* we *promise to pay to the order of*

County Trust Company of Maryland, Owings, Maryland, a body corporate,

FIFTEEN HUNDRED and .00/100- *Dollars*

Payable $35.00 per month including interest at 6% per annum.

Value received, Edward L. Anderson Jr.

Ida L Anderson

Secured by Mortgage of Even Date

5

Filed 25 Aug, 1953.

LIBER 85 PAGE 578

IN THE MATTER OF THE SALE	:	NO. 10,798 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF EDWARD L. ANDERSON, Jr. and	:	FOR
IDA L. ANDERSON, his wife	:	ANNE ARUNDEL COUNTY
	:	

STATEMENT OF MORTGAGE CLAIM

Principal balance due	$ 934.16
Interest at 6% from May 2, 1953	
Insurance premiums advanced	22.25

STATE OF MARYLAND, CALVERT COUNTY, TO WIT:

I hereby certify that on this 24th day of August, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared O. F. BOWEN and made oath in due form of law that he is the Cashier of the County Trust Company of Maryland, Owings, Maryland, and that the above statement is true as set forth in the records of said bank, and further, that he is duly authorized to make this affidavit.

As witness my hand and seal Notarial.

Eugene M. Childs
Notary Public

EUGENE M. CHILDS
NOTARY PUBLIC
ANNE ARUNDEL CO. MD.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

Filed 25 Aug., 1953.

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(Mortgagee's or Attorney's Bond)

LIBER 85 PAGE 579

No. 10,798 Equity.

Know all Men by these Presents,

THAT WE Eugene M. Childs

as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Conn., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Two thousand and no/100 ---------- Dollars, to be paid to the State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 25th day of August in the year nineteen hundred and fifty-three

WHEREAS, the above bounden Eugene M. Childs

by virtue of the power contained in a mortgage from Edward L. Anderson Jr. and Ida L. Anderson his wife to The County Trust Company of Maryland bearing date the 2nd day of July nineteen hundred and fifty-one and recorded among the land records of Anne Arundel County ( ) in Liber JHH No. 630 Folio 524 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 Condition of this Obligation is such, that if the above bounden Eugene M. Childs

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 presence of

LeRoy Bald

Shirley A. Myers

Eugene M. Childs [SEAL.]

[SEAL.]

HARTFORD ACCIDENT AND INDEMNITY COMPANY,

By Philip Richardson [SEAL.]
Attorney-in-fact

approved this 25 Aug., 1953
John H. Hopkins, Cir. Ct. Clerk

Filed 25 Aug., 1953.

Form J-3101 Printed in U. S. A.

GEORGE W. SCIBLI - - - - - - - - - - - Auctioneer

LIBER 85 PAGE 580

Attorney's Sale

— OF VALUABLE —

Fee Simple Property

IN FAIRHAVEN

IN EIGHTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY

By virtue of the power of sale contained in a mortgage from Edward L. Anderson, Jr., and Ida L. Anderson, his wife, to County Trust Company of Maryland, Owings, Maryland, dated July 2, 1951, recorded among the Land Records of Anne Arundel County, in Liber J. H. H. No. 630, folio 524, default having occurred thereunder, the undersigned will sell, at public auction at the Court House Door in the City of Annapolis, Maryland, on

Tuesday, October 20, 1953

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

the following property:

All of Lot Nineteen (19), in Block Eight (8), in Section 1, of the subdivision known as Fair Haven, Anne Arundel County, Maryland, as per plat of said subdivision filed among the Land Records of said County in Cabinet 1, Rod S, Plat 1. Being the same property conveyed to Edward L. Anderson, Jr., and wife, by Erwin C. Howard, divorced, by deed dated July 2, 1951, recorded among the Land Records aforementioned in Liber J. H. H. No. 630, folio 522.

This property is improved by a one-story, frame cottage containing living room, dining room, bedroom, kitchen and shower bath, and is located approximately one block from Herring Bay. The lot fronts 40 feet on Herring Avenue, with a depth of 150 feet. Electricity, artesian well, and heat supplied by oil-fired space heater.

TERMS OF SALE: A deposit of 10% of the purchase price will be required on day of sale; deferred payment to bear interest at the rate of 6% per annum from date of sale to date of settlement. Taxes, insurance and all public charges to be adjusted to date of sale.

For further particulars inquire of undersigned.

EUGENE M. CHILDS,
Attorney Named In Mortgage.

CHILDS AND BALD,
192 Duke of Gloucester Street,
Annapolis, Maryland.

Filed 23 Oct., 1953.

LIBER 85 PAGE 581

IN THE MATTER OF THE	:	NO. 10,798 EQUITY
MORTGAGED REAL ESTATE	:	IN THE
OF EDWARD L. ANDERSON, JR.	:	CIRCUIT COURT FOR
AND IDA L. ANDERSON, his wife	:	ANNE ARUNDEL COUNTY

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that I (~~we~~) have purchased at public auction from Eugene M. Childs, Attorney namedin Mortgage, the property described in the advertisement attached hereto for the sum of One Thousand Three Hundred Three Dollars and hereby agree to comply with the terms of sale, as set forth therein.

As witness my ~~(our)~~ hand(~~s~~) and seal(~~s~~) this 20th day of October, 1953.

Test:

Erwin C Howard (SEAL)

Nathan Friedenberg 115 (SEAL)

This is to certify that I have this day sold at public auction for Eugene M. Childs, Attorney, the property described in the advertisement hereto attached, to

ERWIN C. HOWARD

AT and for the sum of $1303.00

he (~~they~~) being then and there the highest bidder(~~s~~) therefor, and I hereby certify that the sale was fairly made.

As witness my hand and seal this 20th day of October, 1953.

George W. Scible (SEAL)
George W. Scible AUCTIONEER

9

Filed 23 Oct., 1953.

IN THE MATTER OF THE	:	NO. 10,798 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF EDWARD	:	CIRCUIT COURT
L. ANDERSON, JR., and	:	FOR
IDA L. ANDERSON, wife	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of Eugene M. Childs, Attorney named in the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Edward L. Anderson, Jr., and Ida L. Anderson, his wife, to County Trust Company of Maryland, Owings, Maryland, dated July 2, 1951, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 630, folio 524, default having occurred thereunder, the said Attorney, after having given due notice of the time, place, manner and terms of sale, by advertisement in the Evening Capital, a newspaper published in Anne ArundelCounty, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property, in said mortgage described, at public auction, at the Court House door, in the city of Annapolis, Maryland, on Tuesday, October 20, 1953, at 11 o'clock A.M., and then and there sold said property to ERWIN C. HOWARD, at and for the sum of one thousand three hundred and three dollars ($1303.00), he being then and there the highest bidder therefor, said property being described as Lot 19, Block 8, Section 1, Fair Haven, Eighth Election District of Anne Arundel County, Maryland, as per plat filed among the Plat Records of said County in Cabinet 1, Rod S, Plat 1.

And the said Attorney further reports that he has received from said purchaser a deposit,as required by the terms of said sale, and has also received the purchaser's agreement to comply with the terms of sale, as set forth in the handbill of said sale, which is hereto attached.

Respectfully submitted.

Eugene M. Childs

Eugene M. Childs, Attorney named in Mortgage

Filed 23 Oct., 1953.

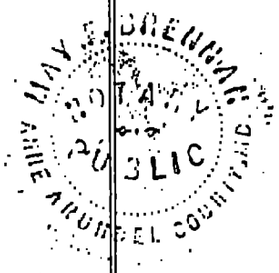
CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 23d day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, Attorney named in Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein stated, and that said sale was fairly made.

As witness my hand and seal Notarial.



Mary F. Brennan
Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 85 PAGE 584

ORDER NISI

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

~~versus~~

EDWARD L. ANDERSON, Jr., and IDA L. ANDERSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,798 Equity

Ordered, this 23 day of October, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Attorney named in Mortgage, ~~Trustees~~,

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

The report states that the amount of sales to be $ 1,303.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 23 Oct, 1953.

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

~~versus~~

EDWARD L. ANDERSON, Jr., and IDA L. ANDERSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of December, 1953, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Filed Dec. 2, 1953

Benjamin Michaelson

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Legal Notices

ATTORNEY'S SALE
— OF VALUABLE —
FEE SIMPLE PROPERTY
— IN —
FAIRHAVEN
8TH ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

By virtue of the power of sale contained in a mortgage from Edward L. Anderson, Jr., and Ida L. Anderson, his wife, to County Trust Company of Maryland, Owings, Maryland, dated July 2, 1951, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 630, folio 524, default having occurred thereunder, the undersigned Attorney named in the mortgage will sell, at public auction at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, OCTOBER 28, 1953
AT 11:00 O'CLOCK, A. M.

the following property:

All of Lot Nineteen (19), in Block Eight (8), in Section 1, of the subdivision known as Fair Haven, Anne Arundel County, Maryland, as per plat of said subdivision filed among the Land Records of said County in Cabinet 1, Rod S, Plat 1. Being the same property conveyed to Edward L. Anderson, Jr., and wife, by Erwin C. Howard, divorced, by deed dated July 2, 1951, recorded among the Land Records aforementioned in Liber J. H. H. No. 630, folio 522.

This property is improved by a one-story, frame cottage containing living room, dining room, bedroom, kitchen and shower bath, and is located approximately one block from Herring Bay. The lot fronts 40 feet on Herring Avenue, with a depth of 150 feet. Electricity, artesian well, and heat supplied by oil-fired space heater.

TERMS OF SALE: A deposit of 10% of the purchase price will be required on day of sale; deferred payment to bear interest at the rate of 6% per annum from date of sale to date of settlement. Taxes, insurance and all public charges to be adjusted to date of sale.

Forf further particulars inquire of undersigned.

EUGENE M. CHILDS,
Attorney Named In Mortgage.

CHILDS AND BALD,
192 Duke of Gloucester Street,
Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer. o-14

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OFFICE OF

LIBER 85 PAGE 585

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec 1, 1953

We hereby certify, that the annexed

Attorney's Sale

Edward L Andersons, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of Oct., 1953. The first insertion being made the 30th day of Sept., 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

Filed Dec. 1" 1953

LIBER 85 PAGE 586 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,798 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF EDWARD L. ANDERSON, JR., And IDA L. ANDERSON, His Wife.

Ordered, this 23rd day of October, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 30th 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 30th day of November next.

The report states that the amount of sales to be $1,303.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Equity 10798

Edward L. Anderson, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1953. The first insertion being made the 27th day of October, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E. C. 11725

14

Filed Dec 1, 1953

LIBER 85 PAGE 587

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Edward L. Anderson, Jr.,
and
Ida L. Anderson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,798 Equity

To the Honorable, the Judges of said Court:

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

December 7, 1953.

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

OK 57.10

15

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Edward L. Anderson, Jr., and Ida L. Anderson, his wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	58	46	158	46
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, Inc. - first advertisement of sale	25	32		
Capital-Gazette Press - first handbills	10	20		
Capital-Gazette Press - second advertisement of sale	26	25		
Capital-Gazette Press - second handbills	10	20		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Hartford Accident & Indemnity Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
May F. Brennan - notary fee		50		
			118	12
To The County Trust Company of Maryland, mortgagee - this balance on account mortgage claim	1,004	27	1,004	27
			1,318	60
Amount of mortgage claim filed	934	16		
Interest from5/2/53 5o 10/20/53	26	62		
Fire Insurance premiums advanced	22	25		
1952 State and County taxes advanced	35	94		
1953 State and County taxes advanced	38	66		
	1,057	63		
Cr. Amount allowed as above	1,004	27		
Balance subject to decree in personam	53	36		

16

with Eugene M. Childs, Attorney named in Mortgage Cr.

1953				
Oct.	20	Proceeds of Sale	1,303 00	
		Interest on deferred payment	8 40	1,311 40
		Refund 1953 State and County taxes ($38.66 - adjusted to 10/20/53)	7 20	7 20
				1,318 60

Filed Dec. 8, 1953

Filed 18 Jan., 1954

18

LIBER 85 PAGE 590

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate ~~XXXXXXX~~ of Edward L. Anderson, Jr., and Ida L. Anderson, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,798 Equity.

ORDERED, This 8th day of December, 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 15th 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 15th day of January next.

John H. Hopkins 3rd

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18 day of January, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

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. 10,798 Equity

(COPY ORDER NISI)

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF
EDWARD L. ANDERSON, JR.
and
IDA L. ANDERSON, his wife

Ordered, this 8th day of December, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of 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 15th day of January next.

JOHN H. HOPKINS, 3rd, Clerk

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

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CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Rept. - Eq. 10798

Edward L. Anderson, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of January, 1954. The first insertion being made the 10th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. E.C. 11849

19

Filed 14 Jan., 1954.

LIBER 85 PAGE 591

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 10,701
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT FOR
KATHERINE E. SAFFIELD, DIVORCED	:	ANNE ARUNDEL COUNTY

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

Mr. Clerk:

Please file original mortgage and statement of mortgage debt.

George E. Rullman,
Attorney named in Mortgage

Filed Apr., 1953.

COUNTY FORM

LIBER 85 PAGE 592

LIBER 696 PAGE 504

No. 10,701 Equity.

This Mortgage,

Made this 23rd day of July, in the year one thousand, nine hundred and fifty-two, Between Katherine E. Saffield, divorced,

of Anne Arundel County, in the State of Maryland, Mortgagor s, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of TWO THOUSAND ($2,000.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagor s have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of 5 per cent. (5%) per annum in the manner following:

By the payment of FORTY-FIVE ($45.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of August, 1952, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

Filed 8 Apr., 1953

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All that lot of ground situate in the village of West Annapolis, in the City of Annapolis, Maryland, (formerly in the Second Election District of Anne Arundel County), on the Southwest side of Randall Street, and described as follows:

Beginning for the same at a point on the Southwest side of said Randall Street 200 feet from the intersection of said Randall Street and Giddings Avenue, and running thence Southwesterly 150 feet to an alley; thence with said alley Easterly and at right angles to the last mentioned course 50 feet; thence Northeasterly and at right angles to said last course 150 feet to the Southwest side of said Randall Street; thence

WESTERLY with the Southwest side of said Randall Street 50 feet to the point of beginning; designated as Lot 12 of Block 5 on Aldredge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County in Liber J.C.B. 4 folio 297.

Being the same property which was conveyed to Roland H. Saffield and Katherine E. Saffield, his wife, by willim T. Scible and Maggie M. Scible, his wife, by deed dated May 11, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 39 folio 83, the said Katherine E. Saffield and Roland H. Saffield having been divorced on the 6th day of November, 1945, thereby making them tenants in common, the said Roland H. Saffield, divorced, having conveyed the said property to Katherine E. Saffield by deed dated November 20, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 558 folio 416.

Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

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

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its succcessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 5 per cent. (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much addtional indebtedness secured by this mortgage and be inclnded in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal snm shall immediately become dne and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secnred shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) shonld this mortgage be paid off before maturity in the regular conrse of payments, said Mortgagors covenant with the said Mortgagee to pay five per cent. (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, inclnding a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trnstees for making sale of similar property by virtue of a decree of a Court of eqnity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hand and seal of the said Mortgagors

Witness:

Ruby N. Chaney
Ruby N. Chaney

Katherine E. Saffield (SEAL)
Katherine E. Saffield

(SEAL)

(SEAL)

(SEAL)

LIBER 85 PAGE 595

LIBER 696 PAGE 507

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 23rd day of July, 19 52, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Katherine E. Saffield, divorced, the Mortgagor named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be her act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney

Ruby W. Chaney Notary Public.

Recorded-23rd-July-1952-at-2:20-P.M.

Equity No.

MORTGAGE

FROM

KATHERINE E. SAFFIELD,
divorced

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record July 23, 1952, at 2.20 o'clock P. M. Same day recorded in Liber J.H.H. No. 696 Folio 507, etc., one of the Land Records of A. A. Co. County, and examined, per [signature], Clerk.

Cost of Record, $ 5.00

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

$2.20

LIBER 85 PAGE 596

IN THE MATTER OF THE SALE	:	No. 10,701 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
KATHERINE E. SAFFIELD	:	for
	:	Anne Arundel County

Filed 8 Apr., 1953.

STATEMENT OF MORTGAGE DEBT

To balance due on principal	$1,724.93
To interest to date	14.39
Total due	$1,739.32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th day of April, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney NOTARY PUBLIC

Acct. No. 4293

PAYMENT BY

Katherine E. Saffield

IN THE

First Federal Savings and Loan Association

ANNAPOLIS, MARYLAND

4-8- 1953

Interest to June 30th	14	39
Tax Reserve	1724	93
Ins. Reserve		
Total	1739	32

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IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
KATHERINE E. SAFFIELD, DIVORCED

EQUITY NO. 10701
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Jud. 14073.

MORTGAGEE OR ATTORNEYS' BOND

LIBER 85 PAGE 597

No. ....

Know all Men by these Presents:

THAT WE George E. Rullman, -

of Anne Arundel County, State of 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 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, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 4th day of May, in the year of our Lord nineteen hundred and fifty-three (1953).

Filed 4 May, 1953.

WHEREAS, the above bounden George E. Rullman, - - - - - - - - - - - - - by virtue of a power contained in a mortgage from Katherine E. Saffield, divorced, - - to First Federal Savings and Loan Association of Annapolis, - - - - - dated July 23, 1952, - - - - - - - - - - - - and recorded in Liber J. H. H. No. 696, folio 504, 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 George E. Rullman - is about to execute the power vested in him in said mortgage.

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

Edward A. Lee

George E. Rullman [SEAL]

.... [SEAL]

MARYLAND CASUALTY COMPANY

Per *Chas. F. Lee, Jr.*

~~President~~ of Charles F. Lee & Co., Inc., Agent

ATTEST: ....

Secretary

Approved this 4 May, 1953.
John H. Hopkins, 3rd, Clerk

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

PUBLIC SALE

— OF VALUABLE —

RESIDENCE PROPERTY

SITUATE ON THE SOUTHWEST SIDE OF RANDALL STREET (WEST ANNAPOLIS), ANNAPOLIS, MARYLAND, IMPROVED BY A FRAME TWO-STORY DWELLING WITH SIX ROOMS AND BATH.

Under and by virtue of the power of sale contained in a mortgage from Katherine E. Saffield, divorced, dated July 23rd, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 696, folio 504, the undersigned attorney named in said mortgage to make sale of said property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, MAY 5th, 1953

AT 11 O'CLOCK, A.M.

Filed 6 May, 1953.

the following described property, namely:

All that lot of ground situate in the village of West Annapolis, in the City of Annapolis, Maryland, (formerly in the Second Election District of Anne Arundel County), on the Southwest side of Randall Street, and described as follows:

BEGINNING for the same at a point on the Southwest side of said Randall Street 200 feet from the intersection of said Randall Street and Giddings Avenue, and running thence Southwesterly 150 feet to an alley; thence with said alley Easterly and at right angles to the last mentioned course 50 feet; thence Northeasterly and at right angles to said last course 150 feet to the Southwest side of said Randall Street, thence Westerly with the Southwest side of said Randall Street 50 feet to the point of beginning; designated at Lot 12 of Block 5 on Aldridge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County in Liber I. C. B. 4, folio 297.

BEING the same property which was conveyed to Roland H. Saffield and Katherine E. Saffield, his wife, by William T. Scible and Maggie M. Scible, his wife, by deed dated May 11, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 39, folio 83, the said Katherine E. Saffield and Roland H. Saffield having been divorced on the 6th day of November, 1945, thereby making them tenants in common, the said Roland H. Saffield, divorced, having conveyed the said property to Katherine E. Saffield by deed dated November 20, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 558, folio 416.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Attorney Named In Mortgage,
Lee Building, Annapolis, Md.

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LIBER 85 PAGE 599

PURCHASER'S AGREEMENT AND
AUCTIONEER'S CERTIFICATE

May 5, 1953

We hereby certify that we have this 5th day of May, 1953, purchased the within described property from George E. Rullman, Attorney, at and for the sum of $3650 .00 , and hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness:

Ruby W. Chaney

Edward F Elliott Jr. (SEAL)

Fatima Elliott (SEAL)
EFE

Filed 6 May, 1953

I hereby certify that I have this 5th day of May, 1953, sold the within described property to Edward F. Elliott, Jr. and Fatima Elliott, his wife, at and for the sum of $3,650.00, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Witness:

Ruby W. Chaney

AUCTIONEER.

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IN THE MATTER OF THE SALE	:	No. 10,701 Equity
OF THE	:	In
MORTGAGED REAL ESTATE OF	:	the Circuit Court for
KATHERINE E. SAFFIELD	:	Agne Arundel County

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virute of the power of sale contained in a mortgage from Katherine E. Saffield, divorced, dated July 23, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 696 folio 504, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, May 5th, 1953, at eleven o'clock A. M., and then and there sold the said property to Edward F. Elliott, Jr. and Fatima Elliott, his wife, at and for the sum of Three Thousand Six Hundred Fifty ($3,650.00) Dollars, they being then and there the highest bidders therefor, which property is as follows:

Filed 6 May, 1953.

All that lot of ground situate in the village of West Annapolis, in the City of Annapolis, Maryland (formerly in the Second Election District of Anne Arundel County), on the southwest side of Randall Street, and described as follows:

Beginning for the same at a point on the southwest side of Randall Street 200 feet from the intersection of said Randall Street and Giddings Avenue, and running thence Southwesterly 150 feet to an alley; thence with said alley easterly and at right angles to the last mentioned course 50 feet; thence northeasterly and at right angles to said last course 150 feet to the southwest side of said Randall Street; thence

//

westerly with the southwest side of said Randall Street 50 feet to the point of beginning; designated as Lot 12 of Block 5 on Aldridge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County in Liber J.C.B. No. 4 folio 297.

Being the same property which was conveyed to Roland H. Saffield and Katherine E. Saffiled, his wife, by William T. Scible and Maggie M. Scible, his wife, by deed dated May 11, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 39 folio 83, the said Katherine E. Saffield and Roland H. Saffield having been divorced on the 6th day of November, 1945, thereby making them tenants in common, the said Roland H. Saffield, divorced, having conveyed the said property to the said Katherine E. Saffield, by deed dated November 20, 1945, and recorded among the aforesaid Land Records in Liber J.H.H. No. 558 folio 416.

And the said Attorney further reports that he has received from the said purchasers the deposit as required by the terms of said sale, and has also received the purchasers' agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
ATTORNEY NAMED IN MORTGAGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 5th day of May, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal,

Ruby W. Chaney
NOTARY PUBLIC

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

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LIBER 85 PAGE 602

IN THE MATTER OF THE SALE	:	No. 10,701 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
KATHERINE E. SAFFIELD	:	for Anne Arundel County

ORDER NISI

Filed 6 May, 1953.

ORDERED, this 6 day of May, 1953, that the sale of the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 day of June, 1953, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 8 day of June next.

The Report states the amount of sales to be Three Thousand Six Hundred and Fifty Dollars ($3.650.00).

John H. Hopkins, 3rd,
CLERK

IN THE MATTER OF THE SALE	:	No. 110,701 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
KATHERINE E. SAFFIELD	:	for Anne Arundel County

FINAL ORDER

Filed 9 June, 1953.

ORDERED by the Court this 9th day of June, 1953, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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LIBER 85 PAGE 603

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 3rd, 1953

We hereby certify, that the annexed

Order Nisi - Sale

Equity Number 10,701

Katherine E. Saffield

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for one successive weeks before the 8th day of June, 1953 The first insertion being made the 7th day of May, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Mary Green

Legal Notices

Filed 8 June, 1953.

ORDER NISI — SALE-E. 10701
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE
OF KATHERINE E. SAFFIELD.
No. 10701 Equity

ORDERED, this 6 day of May, 1953, that the sale the property mentioned in these proceedings, made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 day of June, 1953, next: Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 8 day of June next.

The Report states the amount of sales to be Three Thousand Six Hundred and Fifty Dollars ($3,650.00).

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

M-28

No. E. C. 3473

LIBER 85 PAGE 604

IN THE MATTER OF THE SALE	:	No. 10,701 Equity
OF THE	:	In the
MORTGAGED REAL ESTATE OF	:	Circuit Court
KATHERINE E. SAFFIELD	:	for
	:	Anne Arundel County

AMMENDED

STATEMENT OF MORTGAGE DEBT

To balance due on principal	$1,724.93
To interest to 5/5/53	1.20
Total due	$1,726.13

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 23rd day of October, 1953, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct, to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

Filed 26 Oct., 1953.

Barbara Ann Schwartz

Barbara Ann Schwartz, Notary Public

Acct. No. 4293

PAYMENT BY

IN THE

First Federal Savings and Loan Association

ANNAPOLIS, MARYLAND

15

Filed 26 Oct., 1953

195

Balance due	1724	93
Interest to 5/5/53	1	20
Tax Reserve		
Ins. Reserve		
Total	1726	13

16 Exhibit

In the Case of

LIBER 85 PAGE 605

In the Matter of the Sale
of the
Mortgaged Real Estate
of xx

Katherine E. Saffield,
Divorced

In the

Circuit Court

For

Anne Arundel County

No. 10,701 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.

November 2, 1953

All of which is respectfully submitted.

Auditor.

All of which is respectfully submitted.

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Katherine E. Saffield, divorced

in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	140 05	190 05
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	18 75	
Clerk of Court - additional costs	2 00	
Auditor - stating this account	22 50	53 25
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	35 64	
Capital-Gazette Press - handbills	9 69	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct.)	6 00	
National Surety Corporation -bond premium	16 00	
George W. Scible - auctioneer's fee	25 00	
One-half Federal documentary stamps	2 20	
One-half State documentary stamps	2 20	
Ruby W. Chaney - notary fees	1 00	
Wm. W. Townshend, Jr. - fee for services rendered estate (Order 10/27/53)	35 00	140 73
To Attorney for Benefit Charges, viz:		
Annapolis Water Co. - water service to 3/30/53	5 00	5 00
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim	1,726 13	1,726 13
To Attorney for Administration Costs, viz:		
Capital-Gazette Press - notice to creditors	8 00	
R. Glenn Prout, Register of Wills - Court costs	8 85	
Premium on Administrator's bond	10 00	26 85

Balance for distribution to creditors of
Katherine E. Saffield, deceased -$1,563.32

Distributed as follows at rate of .67542567%:

	viz: Amount of Claim		
Annapolis Utilities	$ 64.85	43 80	
Hopkins Furniture Co.	38.86	26 25	
Murphy Electric Co.	248.95	168 15	
Cons. Gas El. Light & Power Co.	22.23	15 02	
Montgomery Ward	42.00	28 37	
Cons. Home Equipment Corp.	39.75	26 85	
Dr. Edward S. Beck	9.00	6 07	
C. & P. Telephone Co.	50.01	33 78	
Michael Earle	73.91	49 92	
Rice's Bakery	5.81	3 92	
Veterans' Administration	1,719.20	1,161 19	1,563 32
			3,70[illegible] 33

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

1953				
May	5	Proceeds of Sale	3,650.00	
		Interest on deferred payment	18 40	3,668 40
		Refund 1953 State and County taxes ($47.63 adjusted - 7 months 26 days)	31 22	
		Refund 1952 AnnapolisCity taxes ($37.32 - adjusted - 56 days)	5 71	36 93
				3,705 33

Filed 9 Feb. 1954 [illegible] 1953

ORDER NISI LIBER 85 PAGE 609

In the Matter of the Sale of the

VERSUS

Mortgaged Real Estate of Katherine E. Saffield, divorced

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,701 Equity.

ORDERED, This 4 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 8 day of December, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of December next.

[illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th 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.

[illegible]

ANNE ARUNDEL COUNTY

No. Equity.

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

LIBER 85 PAGE 610 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 8, 1954

We hereby certify, that the annexed

Order Nisi Aud. Acct. - Eq. 10701

Katherine E. Saffield

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of December, 1953. The first insertion being made the 6th day of November, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. E. C. 11377

Filed 9 Feb., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,701 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of KATHERINE E. SAFFIELD, Divorced.

Ordered, this 4th 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 8th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, ... in each of three successive weeks before the 8th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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