LIBER 80 PAGE 1

CARL W. McLANE
CATHERINE D. McLANE
Glen Burnie, Maryland

vs.

HARRY G. WISE
2326 E. Madison Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 5-6-7 Section V, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

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JAMES D. LILLEY and C. C. HANSON
2826 W. Lanvale Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 13 to 25, inclusive, Section V, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

---

AUGUST C. SCHMIDT
Glen Burnie, Anne Arundel County
Maryland

AND all persons having or claiming to have any interest in the property known as Lots 5-6-7 Section K, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

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WORKMAN'S COOPERATIVE REALTY COMPANY, Gay and Fallsway, Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 3-4-8-9-10, Section V, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

---

JOHN WESLEY GRAY
540 N. Milton Avenue, Baltimore
Maryland

AND all persons having or claiming to have any interest in the property known as Lots 1-2-3, Section U, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland.

NO. 10,674 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

JOSEPH and SARAH GREENBERG
Glen Burnie, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 26 and 27, Section U, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

---

CHARLES H. WHEATLEY
LOTTIE M. WHEATLEY
832 E. Fort Avenue, Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 26 and 27 Section V, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

---

EARL MONTGOMERY
CECELIA MONTGOMERY
120 S. Potomac Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 30 and 31 Section V, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

---

JOHN BOEH and LOUIS BOEH
Glen Burnie Heights, Anne Arundel County, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 36 and 37, Section V, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

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HEROSHI NAKAMURA
c/o Harry A. Archer, 503 Hinkson Blvd., Ridley Park, Pennsylvania

AND all persons having or claiming to have any interest in the property known as Lots 38 and 39, Section V, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland

---

ADAM RAAB and JOHANNA RAAB :
2800 W. Lanvale Street
Baltimore, Maryland :

AND all persons having or :
claiming to have any interest
in the property known as Lots :
40 to 50, inclusive, Section
V, Plat of Glen Burnie Heights:
3rd District, Anne Arundel
County, Maryland :

: : : : :

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining, say:

FIRST: That a search of the Land Records, the records of the Register of Wills, the Equity and Law records of Anne Arundel County discloses that the Defendants were the owners of the properties at the time they were sold at Tax Sales to the County Commissioners of Anne Arundel County by the County Treasurer.

SECOND: That the County Commissioners of Anne Arundel County has conveyed said properties to the Complainants or to their predecessors in title by the following deeds:

A. Deed dated September 25, 1945 to Benjamin W. McLane and Mary E. McLane, his wife, the said Benjamin W. McLane being now deceased and the said Mary E. McLane having conveyed the property to the Complainants herein by deed dated December 30, 1952. The original deeds recorded in Liber J. H. H. No. 340 folio 237 and Liber J. H. H. No. 731 folio 588 are filed herewith marked Exhibits Nos. 1 and 1-A.

B. Deed dated August 30, 1944 to the Complainants recorded in Liber J.H.H. No. 316 folio 67. The original deed is filed herewith marked Exhibit No. 2.

C. Deed dated May 20, 1943 to the Complainants recorded in Liber J.H.H. No. 281 folio 17. The original deed is filed herewith marked Exhibit No. 3.

D. Deed dated October 6th, 1942 to Benjamin W. McLane and Mary E. McLane, his wife, the said Benjamin W. McLane being now deceased and the said Mary E. McLane having conveyed the property to the complainants by deed dated December 30, 1952. The original deed, recorded in Liber J.H.H. No. 264 folio 487, is filed herewith marked Exhibit No. 4.

E. Deed dated March 17, 1944 to the Complainants recorded in Liber J.H.H. 301 folio 424. The original deed is filed herewith marked Exhibit No. 5.

F. Deed dated September 25, 1945 to the Complainants recorded in Liber J.H.H. No. 340 folio 248. The original deed is filed herewith marked Exhibit No. 6.

THIRD: That on or about the 2nd day of December, 1952, the certificates of tax sale attached hereto and marked "Complainants' Exhibits Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18" were issued by Joseph H. Griscom, Sr., Collector of State and County taxes, which certificates have been duly assigned to the Complainants and are prayed to be taken as a part hereof.

FOURTH: That the property mentioned in said certificates is described as follows:

A. Certificate No. 1241: All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 5 and 6 in Section V, Plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G. W. Section 3, folio 193, and being the same property which was conveyed to Harry G. Wise by Workman's Cooperative Realty Company by deed dated January 16, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 28 folio 56 and assessed on the date of the collector's sale to Harry G. Wise, whose last known address was 2326 W. Madison Street, Baltimore, Maryland. The amount due on the day of sale was $24.00.

B. Certificate No. 1242: All that lot of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 7 in Section V, Plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G.W. Section 3, folio 193, and being the same property which was conveyed to Harry G. Wise by the Workman's Cooperative Realty Company by deed dated April 7, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.M.W. No. 71 folio 51, and assessed on the date of the collector's sale to Harry G. Wise, whose last known address was 2326 W. Madison Street, Baltimore, Maryland. The amount due on the day of sale was $12.00.

C. Certificate No. 1232: All those thirteen lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to James D. Lilley and C. C. Hanson by the Workman's Cooperative Realty Company by deed dated January 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 8 folio 268, and assessed on the date of the collector's sale to James D. Lilley and C. C. Hanson, whose last known address was 2826 W. Lanvale Street, Baltimore, Maryland. The amount due on the day of sale was $38.00.

D. Certificate No. 1233: All those three lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 5, 6 and 7 in Section K, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property con-

veyed to August C. Schmidt by Edmund A. Murphy by deed dated January 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 15 folio 388, and assessed on the date of the collector's sale to August C. Schmidt, whose last known address was Glen Burnie, Maryland. The amount due on the day of sale was $12.00.

E. Certificate No. 1230: All those five lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 3, 4, 8, 9 and 10 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to the Workman's Cooperative Realty Company by Joseph Schick, et al, by deed dated May 16, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10 folio 389, and assessed on the date of the collector's sale to the Workman's Cooperative Realty Company, whose last known address was Gay and Fallsway, Baltimore, Maryland. The amount due on the day of sale was $209.00.

F. Certificate No. 1234: All those three lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 1, 2, and 3 in Section U, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to John Wesley Gray by the Workman's Cooperative Realty Company by deed dated June 22, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 78 folio 192, and assessed on the date of the collector's sale to John Wesley Gray, whose last known address was 540 N. Milton Avenue, Baltimore, Maryland. The amount due on the day of sale was $9.00.

G. Certificate No. 1235: All those two lots of ground, situate, lying and being in the Third Election District of

Anne Arundel County and known as Lots Nos. 26 and 27 in Section U, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Joseph and Sarah Greenberg by the Workman's Cooperative Realty Company by deed dated June 24, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 52 folio 94, and assessed on the date of the collector's sale to Joseph Greenberg and wife, whose last known address was Glen Burnie Heights, Maryland. The amount due on the day of sale was $12.00.

H. Certificate No. 1236: All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 26 and 27 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Charles H. Wheatley and Lottie M. Wheatley by the Workman's Cooperative Realty Company by deed dated March 19, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 11 folio 434, and assessed on the date of the collector's sale to Lottie M. Wheatley, whose last known address was 832 E. Fort Avenue, Baltimore, Maryland. The amount due on the day of sale was $18.09.

I. Certificate No. 1237: All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 30 and 31 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Earl Montgomery and Cecelia Montgomery by the Workman's Cooperative Realty Company by deed dated August 6, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 19 folio 281, and assessed on the date of the collect-

or's sale to Carl and Cecelia Montgomery, whose last known address was 120 S. Potomac Street, Baltimore, Maryland. The amount due on the day of sale was $32.00.

J. Certificate No. 1238: All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 36 and 37 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to John Boeh and Louis Boeh by the Workman's Cooperative Realty Company by deed dated August 11, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18 folio 249, and assessed on the date of the collector's sale to John and Louis Boeh, whose last known address was Glen Burnie Heights, Anne Arundel County, Maryland. The amount due on the day of sale was $12.00.

K. Certificate No. 1239: All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 38 and 39 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Heroshi Nakamura by the Workman's Cooperative Realty Company by deed dated December 5, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 26 folio 129, and assessed on the date of the collector's sale to Heroshi Nakamura, whose last known address was c/o Harry A. Archer, 503 Hinkson Blvd., Ridley Park, Pennsylvania. The amount due on the day of sale was $9.50.

L. Certificate No. 1240: All those eleven lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 40 to 50, inclusive, in Section V, Plat of Glen Burnie Heights, recorded among the Plat

Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Adam Raab and Johanna Raab from the Workman's Cooperative Realty Company by deed dated November 29, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 59 folio 218, and assessed on the date of the collector's sale to Adam and Johanna Raab, whose last known address was 2800 W. Lanvale Street, Baltimore, Maryland. The amount due on the day of sale was $25.00.

FIFTH: That the property has not been redeemed by any party in interest, although more than one year from the date of sale has expired.

SIXTH: To redeem these properties, it is necessary for the respondents to pay the sums as set out after the description of each property together with interest, taxes and penalties accruing subsequent to the day of sale as provided by Sections 90-J and 90-K of Articles 81 of the Code of Maryland 1947 Supplement.

TO THE END THEREFORE:

1. That process issue for defendants whose last known addresses are set out after the description of each property.

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

3. That a final decree be passed foreclosing all rights of redemption of the defendants in and to the properties described herein.

And as in duty bound, etc.

Carl W. McLane

Carl W. McLane

Solicitor

Catherine D. McLane

Catherine D. McLane
Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 18th day of February, 1953, before me, the subscriber, a Notary Public of Maryland, in and for said County, personally appeared Carl W. McLane and Catherine D. McLane and made oath in due form of law that the matters and things set forth in the aforegoing Bill of Complaint are true as therein stated, to the best of their knowledge and belief.

As witness my hand and seal Notarial.

John W. Richard
Notary Public

LIBER 80 PAGE 41

Filed 20 Feb., 1953. No stamps required

THIS DEED, made this 25th day of September, 1945, by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, GRANTOR, and Benjamin W. McLane and Mary E. McLane, his wife, parties of the second part, GRANTEES, of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Benjamin W. McLane and Mary E. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, all of its right, title and interest in and to all those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and described as follows:

LOTS Numbered 5 and 6 in Section V; being the same lots which were conveyed to the said party of the first part by deed dated September 24, 1945, and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to Harry G. Wise by Workmens Cooperative Realty Company by deed dated January 16, 1920, and recorded among the aforesaid Land Records in Liber W. N. W. No. 28, folio 56.

LOTS Numbered 13 to 25 in Section V at Glen Burnie Heights; being the same lots which were conveyed to the said party of the first part by deed dated September 24, 1945, and recorded prior hereto; and being also the same property which was conveyed to James D. Lilley, et al. by Workmens Cooperative Realty Company by deed dated January 29, 1927, and recorded in Liber F. S. R. No. 8, folio 268.

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

TO HAVE AND TO HOLD the above described property unto and to the

"Complainants' Exhibit No. 1"

//

LBER 86 PAGE 12

proper use and benefit of the said Benjamin W. McLane and Mary E. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

WITNESS the signature of John J. Levay, 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

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By John J. Levay, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of September, 1945, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

Katharine H. McCutchan (SEAL)
Katharine H.McCutchan- Notary Public

12

LIBER 86 PAGE 13

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

R. Harry Arnold,
Clerk

Earl W McLane
512 Thresa St
Glen Burnie Hts
Phone 981 J

TAXES PAID
TO DEC. 31, 1945
THOMAS W. DAVIS
Treas.

D-E-E-D

From

County Commissioners of Anne Arundel County, a body corporate

To

deceased

Benjamin W. McLane and Mary E. McLane, his wife
Glen Burnie, Md.

Lots Nos 5 and 6-Sec. V.
Lots Nos 13 to 25 inc.-Sec. V
Glen Burnie Heights, Thid Elec. Dist. A. A. Co. , Md.

Approved: 9/25/45

Benj Michaelson
Counsel to Board

Oct 45 3 10130 A
340 237

John H Hopkins 3rd

2.50

Paid

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

LIBER 86 PAGE 14

LIBER 731 PAGE 588

No Stamps Required

THIS DEED, Made this 30th day of December in the year Nineteen hundred and fifty-two, by and between MARY E. McLANE, Widow, party of the first part, and CARL W. McLANE and CATHERINE D. McLANE, his wife, parties of the second part, all of Anne Arundel County, in the State of Maryland.

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

Filed 20 Feb., 1953.

ALL those lots, pieces or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County and described as follows:

1. Lots Nos. 1, 2 and 3 in Block U of Glen Burnie Heights.

BEING the same property which was conveyed by the County Commissioners of Anne Arundel County to Benjamin W. McLane and Mary E. McLane, his wife, by deed dated October 6, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 264 folio 487.

2. Lots Nos. 5 and 6 in Section V of Glen Burnie Heights, and also Lots Nos. 13 to 25, inclusive, in Section V of Glen Burnie Heights.

BEING the same property which was conveyed by the County Commissioners of Anne Arundel County to Benjamin W. McLane and Mary E. McLane, his wife, by deed dated September 25, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 340 folio 237.

UPON the death of Benjamin W. McLane on the above property vested in the said Mary E. McLane, his widow, absolutely.

"Complainants' Exhibit No. 1-A"

LIBER 86 PAGE 15

LIBER 731 PAGE 589

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

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

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

Test:

Mary E McLane (SEAL)
Mary E. McLane

John R Rickert
John R Rickert

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 30th day of December in the year Nineteen hundred and fifty-two, before me the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Mary E. McLane, Widow, and she acknowledged the aforegoing deed to be her act and deed.

Witness my hand and seal Notarial.

John R Rickert
John R Rickert Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY

Recorded- 31st December, 1952, at 12:50 P.M.

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LIBER 86 PAGE 16

MARY E. McLANE, Widow

TO

CARL W. McLANE and

CATHERINE D. McLANE,
his wife

All those lots in the Third Election District, Anne Arundel County, Maryland

Received for Record 21 day of Dec 1932, at 12:50 P.M. and the same day recorded in Liber J.H.H. No 133 Fol. 588, Land Records of Anne Arundel County.

John H. Hopkins, Jr. Clerk

MARVIN I. ANDERSON
ATTORNEY AT LAW
20-U WEST STREET
ANNAPOLIS, MD.

18. 250

THIS DEED, made this 30 day of August, 1944, by and between James A. Walton, acting as County Treasurer, of the first part; the County Commissioners of Anne Arundel County, a body corporate, of the second part; and Carl W. McLane and Catherine D. McLane, his wife, of the third part; Witnesseth:-

WHEREAS, the first parcel of land hereinafter described was sold under tax sale proceeding No. 3864 in the Circuit Court for Anne Arundel County, Tax Sale Docket F.A.M. No. 3 folio 439, Tax Sale Record F.A.M. No. 21 folio 285 et seq, titled "In The Matter of the Sale of the Land of Harry L. Wise", by C. Albert Hodges, former County Treasurer; and was purchased at said sale by the County Commissioners of Anne Arundel County who have resold the same to said third parties; and James A. Walton executes this conveyance as successor in office to C. Albert Hodges; and

WHEREAS, the second parcel of land hereinafter described was sold under tax sale proceeding No. 3868 of said Court, Docket F.A.M. 3 folio 441, Record F.A.M. 21 folio 301 et seq; and was purchased at said sale by said County Commissioners who have received a conveyance of the same and who have resold to said third parties and hereby convey the same to said third parties,

NOW, THIS DEED WITNESSETH, that for the sum of five dollars and other valuable considerations paid by the grantees to the grantors, receipt of which is hereby acknowledged, James A. Walton as County Treasurer and the County Commissioners of Anne Arundel County as a body corporate, have bargained and sold and by these presents do grant and convey unto Carl W. McLane and Catherine D. McLane, his wife, their heirs and assigns, the survivor of them, the heirs and assigns of the survivor of them, as tenants by entireties, all of the right, title, interest and estate, at law or equity, of the said grantors in and to all that parcel of land in the Third Election District of Anne Arundel County, Maryland, known and designated as lot number seven (7) Section "V" on the plat of Glenburnie Heights recorded among the plat records of said County in plat book G.W. No. 3 folio 193. Being the same property that was conveyed to

"Complainants' Exhibit No. 2"

Filed 20 Feb, 1945 No stamps required

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Harry G. Wise by Workmen's Co-operative Realty Company, Inc., by deed dated 4/7/2o recorded among the land records of said County in liber W.N.W. No. 71 folio 51 et seq.

And for the sum of five dollars and other valuable considerations paid by the grantees to the grantor, receipt of which is hereby acknowledged, the County Commissioners of Anne Arundel County, a body corporate, has bargained and sold and by these presents does grant and convey unto Carl W. McLane and Catherine D. McLane, his wife, their heirs and assigns, the survivor of them, the heirs and assigns, of the survivor of them, all of the right, title, interest and estate, at law or equity, of the said grantor in and to all those parcels of land in the Third Election District of Anne Arundel County, Maryland designated as lots numbers three (3), four (4), eight (8), nine (9), ten (10) Section "V" on the said plat. Being a part of the property that was conveyed to the County Commissioners of Anne Arundel County by C. Albert Hodges, former County Treasurer, by deed dated 8/6/40 recorded among said land records in liber J.H.H. No. 224 folio 4 et seq.

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

WITNESS the hands and seals of the grantors.

Attest:

James A. Walton, Treasurer (SEAL)

R. Harry Arnold

R. Harry Arnold

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By John J. Leavy (SEAL)
John J. Leavy, President

R. Harry Arnold
Harry Arnold, Sec'y

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 30" day of August, 1944, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared JAMES A. WALTON, and he did acknowledge the aforegoing deed to be his act as County

Treasurer. Witness my hand and notarial seal.

Clemence C. Burwell
Notary Public
Clemince C. Burwell

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 30 " day of August, 1944, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared JOHN J. LEVAY, President of the County Commissioners of Anne Arundel County, and he did acknowledge the aforegoing deed to be the act of the said body corporate. Witness my hand and notarial seal.

Clemence C. Burwell
Notary Public
Clemience C. Borwell

LIBER 88 PAGE 20

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

R. Harry Arnold,
Clerk

DEED

From

JAMES A. WALTON,
Treasurer,

And

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

To

CARL W. McLANE, and
CATHERINE D. McLANE, his
wife

Lots 3-4-7-8-9-10 Sec.
"V", Glenburnie Heights,
Third District

ok J. C. Baush Property Clerk
approved: 8/29/44.
Benj. Nicholson
Counsel to Board

Aug 44 30 2-45 P.
316 67

John H Hopkins 3rd

EMANUEL KLAWANS
ATTORNEY AT LAW
MARYLAND HOTEL
ANNAPOLIS, MD.

FEE-SIMPLE DEED—Code—City or County—40

LIBER 86 PAGE 21

This Deed,

Made this 2nd day of May, in the year one thousand nine hundred and Forty-three, by and between County Commissioners

of Anne Arundel County in the State of Maryland, of the first part, and Carl W. McLane and Catherine D. McLane, 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 party of ~~Dollars~~ the first part, the receipt whereof is hereby acknowledged,

the said party of the first part

does grant and convey unto the said Carl W. McLane and Catherine D. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them,

their---------- heirs and assigns, in fee simple, all those lots of ground, situate, lying and being in the Fifth Election District of Anne Arundel County, aforesaid, and described as follows, that is to say:—

~~Beginning for the~~
Lots Numbered 5,6 and 7 in Section K, as shown on a Plat of Glen Burnie Heights.

Being the same lots which were conveyed to the County Commissioners of Anne Arundel County by C. Albert Hodges, late Treasurer of Anne Arundel County, by deed dated June 15, 1933, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 111, folio 397.

"Complainants' Exhibit No. 3"

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

To Have and To Hold the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Carl W. McLane and Catherine D. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them,

their---------- heirs and assigns, in fee-simple.

And the said part of the first part hereby covenant that he ha not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.

WITNESS the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

Witness the hand and seal of said grantor

County Commissioners of Anne Arundel County, a body corporate.

ATTEST:

R. Harry Arnold

R. Harry Arnold-Clerk.

By John J. Levay (SEAL)
John J. Levay-President.

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , to wit:

I HEREBY CERTIFY, That on this 22nd day of May,
in the year one thousand nine hundred and Forty-three , before me, the subscriber,
a Notary Public of the State of Maryland, in and for the County aforesaid,
personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate,

~~the above named grantor~~ , and acknowledged the foregoing Deed to be the
act. of said body corporate.

As Witness my hand and Notarial Seal.

THEODORE T. PANTALEO NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Lina Johnson Notary Public.
THEODORE. T. PANTALEO

DEED

FROM

County Commissioners of Anne Arundel County, a body corporate.

TO

Carl E. McLane and Catherine D. McLane, his wife.

BLOCK NO.

Received for Record May 20 1943.
at 2:30 o'clock P. M. Same day recorded
in Liber 1144 No 281 Folio 17 &c.,
one of the Land Records of Baltimore
, and examined per
, Clerk
Cost of Record, $ 2.20

Passed: May 18, 1943.
By Leo Linthicum
Counsel to Board.

ART PRESS, ANNAPOLIS, MD.

A

23

THIS DEED, made this 6th day of October, 1942, by and between C. Albert Hodges, late Treasurer of Anne Arundel County, party of the first part, County Commissioners of Anne Arundel County, party of the second part, GRANTORS, and Benjamin W. McLane and Mary E. McLane, his wife, parties of the third part, GRANTEES, all of Anne Arundel County, State of Maryland.

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 1930, and assessed to John Wesley Gray, the said C. Albert Hodges, late Treasurer of Anne Arundel County and Collector of State 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 property hereinafter mentioned and described to enforce the payment of said taxes so in default, and

WHEREAS, on the 11th day of October, 1932, the said C. Albert Hodges, late Treasurer, sold said property hereinafter described, at public sale to the County Commissioners of Anne Arundel County at and for the sum of $45.00, it being then and there the highest bidder therefor, and

WHEREAS said sale was duly reported to the Circuit Court for Anne Arundel County and after due publication of an Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on January 20, 1938, and the said C. Albert Hodges, late Treasurer, is authorized by law, to execute this deed, and

WHEREAS the said County Commissioners of Anne Arundel County, a body corporate, has sold all of its right, title and interest in said property unto the said purchasers.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the third part to the said parties of the first and second part, the receipt whereof is hereby acknowledged, the said parties

"Complainants' Exhibit No. 4"

Filed 20 Feb., 1953. No stamps necessary

24

of the first and second part do hereby grant and convey unto the said Benjamin W. McLane and Mary E. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, all those lots of ground described as Lots Numbered 1,2 and 3 in Block U. at Glen Burnie Heights in the Third Election District of Anne Arundel County.

BEING the same property which was conveyed to John Wesley Gray by The Workman's Co-operative Realty Company by deed dated June 22, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 78, folio 192.

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 W. McLane and Mary E. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

WITNESS the hand and seal of C. Albert Hodges, late County Treasurer, and witness also the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

Witness:
Lina Johnson
Lina Johnson

C. Albert Hodges (Seal)
C. Albert Hodges, late Treasurer.

Attest:
R. Harry Arnold
R. Harry Arnold-Clerk.

County Commissioners of Anne Arundel County, a body corporate.
By John J. Levay
John J. Levay-President.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 6th day of October, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

County aforesaid, personally appeared C. Albert Hodges, late Treasurer of Anne Arundel County, and duly acknowledged the aforegoing instrument to be his act and DEED; at the same time also personally appeared John J. Levay, 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.

Lina Johnson

Lina Johnson Notary Public.

LIBER 86 PAGE 27

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

- B. Harry Arnold,
Clerk.

OK
C A Hodges

OK.
James A. Wettenhall

D-E-E-D

From

C. ALBERT HODGES, LATE TREASURER, AND COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, A BODY CORP.

TO

BENJAMIN W. MCLANE AND MARY E. McLANE HIS WIFE.
Glen Burnie, Md.

Lots 1,2, and 3 Section U. of Glen Burnie Heights, 3rd Elec. Dist. of A. A. County, Md.

Approved: October 6, 1942.

By Benj Michaelson
Counsel to the Board.

Received for Record 9 of Oct. 1942, at 9-40 o'clock A and the same day recorded in Liber J.H.H., No. 264 Fol. 487, Land Records of Anne Arundel County.
John H. Hopkins 3rd

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

2.75

FEE-SIMPLE DEED—Code—City or County—40

LIBER 86 PAGE 28

This Deed, Made this 17. day of March,

in the year one thousand nine hundred and Forty-four , by and between

County Commissioners

of Anne Arundel County in the State of Maryland, of the first part, and

Carl W. McLane and Catherine D. McLane, his wife, parties

of the second part, Grantees.

No Stamps required

Filed 20 Feb., 1953.

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 ~~Dollars,~~ party of the first part, the receipt whereof is hereby acknowledged,

the said County Commissioners of Anne Arundel County,

do grant and convey unto the said Carl W. McLane and Catherine D. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple,. . .

.....

~~heirs and assigns, in fee simple~~, all those lots of ground, situate, lying and being in the Third Election District of Anne Arundel County, ~~aforesaid~~ and described as follows, that is to say:—

~~Beginning for the~~
Lots Numbered 26 and 27 in Section U of Glen Burnie Heights.

Being the same lots which were conveyed to the above grantor by C. Albert Hodges, late County Treasurer, by deed dated March 29, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 177, folio 206.

"Complainants' Exhibit No. 5"

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 Carl W. McLane and Catherine D. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their – – – heirs and assigns, in fee-simple.

~~And the said part of the first part hereby covenant that he has not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that he will warrant specially the property granted; and that he will execute such further assurances of the same as may be requisite.~~

Witness the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

Witness the hand and seal of said grantor County Commissioners of Anne Arundel County, a body corporate.

ATTEST:

R. Harry Arnold, Clerk.

By John J. Levay, President. (SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , to wit:

I HEREBY CERTIFY, That on this day of March,
in the year one thousand nine hundred and Forty-four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for the County aforesaid,
personally appeared John J. Levay, President of the County Commissioners of Anne Arundel
County, a body corporate,

the above named grantor , and he acknowledged the foregoing Deed to be the
act of said body corporate.

As Witness my hand and Notarial Seal.

THEODORE T. PANTALEO
NOTARY PUBLIC
ANNE ARUNDEL CO. MD.

Theodore T. Pantaleo
~~Lina Johnson~~ Notary Public.
Theodore T. Pantaleo

DEED

FROM

County Commissioners of Anne Arundel County, a body corporate.

TO

Carl W. McLane and Catherine D. McLane, his wife.

Blen Burnie Heights, Md.

BLOCK NO.

Received for Record March 17 1944
at 1 o'clock M. Same day recorded
in Liber No. 301 Folio 424 &c.,
one of the Land Records of ~~Baltimore~~
and examined per
, Clerk
Cost of Record, $

Approved: March 14, 1944.
By
Counsel to Board.

ART PRESS, ANNAPOLIS, MD.

I hereby certify that the property named in this deed has been assessed as provided by Sec. 1920.
R. Harry Arnold

30

THIS DEED, made this 25th day of September, 1945, by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, GRANTOR, and Carl W. McLane and Catherine D. McLane, his wife, parties of the second part, GRANTEES, of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Carl W. McLane and Catherine D. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple, all those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and described as follows: Being Lots Numbered 26, 27, 30, 31, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, and 50 in Section "V" at Glen Burnie Heights.

BEING the same property which was conveyed to the said County Commissioners of Anne Arundel County by the following deeds:

(1) Lots 26 and 27--deed from Thomas W. Davis, et al, dated September 24, 1945, and recorded prior hereto.

(2) Lots 30 and 31--deed from C. Albert Hodges, dated September 24, 1945, and recorded prior hereto.

(3) Lots 36 and 37--deed from C. Albert Hodges, dated March 29, 1938, and recorded in Liber F. A. M. No. 177, folio 237.

(4) Lots 38 and 39--deed from C. Albert Hodges, dated September 24, 1945, and recorded prior hereto.

(5) Lots 40 to 50 inc.--deed from Joseph H. Pepper, dated September 24, 1945, and recorded prior hereto.

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

"Complainants' Exhibit No. 6"

No stamps required

Filed Feb., 1953.

31

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Carl W. McLane and Catherine D. McLane, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

WITNESS the signature of John J. Levay, 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

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
a body corporate

By John J. Levay
John J. Levay, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of September, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

Katharine H. McCutchan (SEAL)
Katharine H.McCutchan- Notary Public

LIBER 86 PAGE 33

I hereby certify that the property named in this deed hath entrusted [illegible] 1940

E. Harry Arnold,
Clerk

TAXES PAID
TO DEC. 31, 1945
THOMAS W. DAVIS
Treas.

D-E-E-D

From

County Commissioners of Anne Arundel County, a body corporate

to

Carl W. McLane and Catherine D. McLane, his wife
Glen Burnie, Md.

Lots 26-27-30-31-36 to 50 inc. in Section V-Glen Burnie Heights Third Election District-A.A.ColMd.

Approved: 9/25/45

Benj Michaelson
Counsel to Board

3
Oct 45 10:30 A
340 248
John H Hopkins 3rd

2.50

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

Paid

LIBER 88 PAGE 34

1241 - # CERTIFICATE OF TAX SALE

I, Joseph H Grason Sr. Successor to C.A. Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A A Co Comm at public auction for the sum of 24 Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in 3 Districts described as Lots 5-6 Sec V. Glen Burnie Heights

and assessed to Harry G Howe

Filed 20 Feb, 1953

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October ....., 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 2 day of Dec 1952

Joseph H Grason Sr.
Collector.

State of Maryland, Anne Arundel County, Set: Dec.

I hereby certify, that on this 2 day of ~~October~~, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Grason 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

"Complainants' Exhibit No. 7"

X

34

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Mary E. McLane.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

I assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness my hand and seal this 13th day of January, 1953.

Mary E. McLane (SEAL)
Mary E. McLane

WITNESS:

Mrs Amelie Whittaker

35

LIBER 86 PAGE 36

1242

CERTIFICATE OF TAX SALE

I, Joseph H Griscom Sr, Successor to C A Hodges Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A A Co Comm at public auction for the sum of 12 Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in 3 District described as Lot 7 Sec V, Glen Burnie Heights

and assessed to Harry G Wise

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 ....., a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 20 Feb, 1953.

Witness my hand and seal, this 2 day of December 1952

Joseph H Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2 day of ~~October~~ Dec. 1952, 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

"Complainants' Exhibit No. 8"

NOTARY PUBLIC

36

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

LIBER 86 PAGE 38

1

1232

CERTIFICATE OF TAX SALE

I, Joseph H Gracco Jr, successor to J Pepper Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October ....., I sold to A A Co Comm. at public auction for the sum of 38 Dollars and 00 ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 3 District described as Lots 13 to 25 inclusive Section D situated at Glen Burnie Heights

and assessed to Jas D Lillie & C C Hammond

Filed 20 Feb. 1953.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October ....., 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 2 day of Dec. 19 52

Joseph H Gracco Jr
Collector.

State of Maryland, Anne Arundel County, Set: Dec

I hereby certify, that on this 2 day of ~~October,~~ 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Gracco 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 E[illegible] Notary Public.

My Commission Expires May 4, 1953

"Complainants' Exhibit No. 9"

38 X

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Mary E. McLane.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

I assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness my hand and seal this 13th day of January, 1953.

Mary E McLane (SEAL)
Mary E. McLane

WITNESS:

Mrs Hurlie Whittaker

LIBER 86 PAGE 40

CERTIFICATE OF TAX SALE

1233

Successor to C A Hodges

I, Joseph H Griscom Sr, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 22, 1930, I sold to A A Co Comm at public auction for the sum of 1200 tentative figure Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 3 Dist described as Lots 5-6-7- Section K, Glen Burnie Heights 5 yrs

and assessed to August C. Schmidt

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 ....., a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 20 Feb, 1953

Witness my hand and seal, this 2 day of Dec. 1952

Joseph H Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2 day of ~~October~~ Dec, 1952, 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

"Complainants' Exhibit No. 10"

40

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:
Lucy F. Loskosky
Lucy F. Loskosky, Clerk

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1230

CERTIFICATE OF TAX SALE

I, Joseph H Griscom Sr Successor to C. A Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A A Co Comm. at public auction for the sum of 209 Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in 3 Dist described as all unsold lots at Glen Burnie Heights

and assessed to Workingmens Cooperative Realty Co.

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

Filed 20 Feb., 1953

Witness my hand and seal, this 2 day of December 1952

Joseph H Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2 day of ~~October~~ Dec., 1952, 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

"Complainants' Exhibit No. 11"

42

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

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LIBER 86 PAGE 44

1234

CERTIFICATE OF TAX SALE

I, Joseph H Griscom Jr Successor to C A Hedges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ 11, 1932, I sold to A A Co Comm. at public auction for the sum of 90.00 Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 3 Dist described as Lots 1-2-3 Blk U, Glen Burnie Heights

and assessed to John Wesley Est

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 ....., a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 20 Feb., 1953

Witness my hand and seal, this 2 day of December 1952

Joseph H Griscom Jr
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 2 day of ~~October~~ Dec 1952, 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 Sterling
Notary Public.

My Commission Expires May 4, 1953

"Complainants' Exhibit No. 12"

X
44

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Mary E. McLane.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

I assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness my hand and seal this 13th day of January, 1953.

Mary E. McLane (SEAL)
Mary E. McLane

WITNESS:

Mrs Hunkie Whittaker

4.5

1235

CERTIFICATE OF TAX SALE

I Joseph H Griscom Sr, Successor to C A 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 1 v 00 Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 3 District described as Lots 26-27 Sec. U Glen Burnie Heights

and assessed to Joseph Greenberg & 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 ....., a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 20 Feb., 1953

Witness my hand and seal, this 2 day of December 1952

Joseph H Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 2 day of ~~October~~ Dec, 1952, 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

"Complainants' Exhibit No. 13"

46

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

LIBER 86 PAGE 48

1236

CERTIFICATE OF TAX SALE

I, Joseph H Grason Sr. Successor to Ja. Walton Collector of Taxes for the State of Maryland aud the County of Anne Arundel, hereby certify that on October 13, 1942, I sold to A A Co Comm. at public auction for the sum of 18 Dollars aud 09 Cents, of which ..... Dollars has been paid as a deposit on the property in 3Dist described as Lots 26-27 Sec. D. Glen Bernie Heights

and assessed to Lottie M. Wheatley

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 aud 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 ....., a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 20 Feb., 1953

Witness my hand aud seal, this 2 day of Dec. 19 52

Joseph H Grason Sr.
Collector.

State of Maryland, Aune Arundel County, Set:

I hereby certify, that on this 2 day of ~~October,~~ Dec 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Grason Sr., Treasurer and Collector of Taxes for Aune 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

"Complainants" Exhibit No. 14

48

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

LIBER 86 PAGE 50

1237

CERTIFICATE OF TAX SALE

I, Joseph H. Gruscom Jr Successor to C A Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 15, 1935, I sold to A A Co Comm at public auction for the sum of 32 Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in 3 Dist described as Two lots situated at Glen Burnie Heights Lots 30 & 31 Section V

and assessed to Carl & Cecelia Montgomery

Filed 20 Feb., 1953.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October ....., 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 2 day of Dec 1952

Joseph H Gruscom Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2 day of ~~October~~ Dec, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Gruscom 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,

Vivian Chandler
Notary Public.

My Commission Expires May 4, 1953.

"Complainants" Exhibit No. 17

50

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

51

LIBER 86 PAGE 52

1238

CERTIFICATE OF TAX SALE

I, Joseph H Griscom Sr, Successor to C A 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 12 Tentative figure Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in 3 District described as Lots 36-37 - Sec V. Glen Burnie Heights

and assessed to John + Louis Boeh

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 ....., a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Filed 20 Feb., 1953.

Witness my hand and seal, this 2 day of Dec. 1952

Joseph H Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2 day of ~~October~~ Dec, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL

"Complainants' Exhibit No. 16"

52

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

1239

CERTIFICATE OF TAX SALE

I, Joseph H Griscom Sr Successor to C A Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 17, 1932, I sold to A A Co Comm at public auction for the sum of 9 Dollars and 50 Cents, of which ..... Dollars has been paid as a deposit on the property in 3 District described as Lots 38 + 39 Sec V Glen Burnie Heights

and assessed to Heroshi Nakamura

Filed 20 Feb., 1953

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October ....., 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 2 day of Dec 1952

Joseph H Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 2 day of ~~October~~ Dec, 1952, 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

"Complainants' Exhibit No. 17"

54

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

55

LIBER 86 PAGE 56

1240

CERTIFICATE OF TAX SALE

I, Joseph H Gruesome Jr. Successor to J H Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11 1937, I sold to a a Co Comm. at public auction for the sum of 25 Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in 3 Dist. described as Lots 40 to 50 Sec 2 Glen Burnie Heights

and assessed to Adam & Johanna Raab

Filed 20 Feb., 1953.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October ....., 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 2 day of Dec 1952

Joseph H Gruesome Jr. (SEAL)
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 2 day of ~~October~~ Dec 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Gruesome 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 Sterling
Notary Public.

My Commission Expires May 4, 1953

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL CO.

"Complainants' Exhibit No. 18"

56

The County Commissioners of Anne Arundel County do hereby assign the within certificate to Carl W. McLane and Catherine D. McLane, his wife.

Witness the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its Clerk, this 13th day of January, 1953.

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By: Ralph L. Lowman
Ralph L. Lowman, President

ATTEST:

Lucy F. Loskosky
Lucy F. Loskosky, Clerk

57

Marvin I. Ande: n - Solicitor
20-U West Street, Annapolis, Maryland

NO. 10,674 EQUITY - IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

CARL W. McLANE and CATHERINE D. McLANE vs. HARRY G. WISE, JAMES D. LILLEY, C. C. HANSON, AUGUST C. SCHMIDT, WORKMAN'S COOPERATIVE REALTY COMPANY, JOHN WESLEY GRAY, JOSEPH and SARAH GREENBERG, CHARLES H. WHEATLEY, LOTTIE M. WHEATLEY, EARL MONTGOMERY, CECELIA MONTGOMERY, JOHN BOEH, LOUIS BOEH, HEROSHI NAKAMURA, ADAM RAAB, JOHANNA RAAB, and all persons having or claiming to have any interest in the property hereinafter described.

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property sold by the County Commissioners of Anne Arundel County to the Complainants or their predecessors in title:

A. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 5 and 6 in Section V, Plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G. W. Section 3, folio 193, and being the same property which was conveyed to Harry G. Wise by Workman's Cooperative Realty Company by deed dated January 16, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 28 folio 56.

B. All that lot of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 7 in Section V, Plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G.W. Section 3, folio 193, and being the same property which was conveyed to Harry G. Wise by the Workman's Cooperative Realty Company by deed dated April 7, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 71 folio 51.

C. All those thirteen lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and

Filed 20 Feb., 1933.

58

known as Lots Nos. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to James D. Lilley and C. C. Hanson by the Workman's Cooperative Realty Company by deed dated January 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 8 folio 268.

D. All those three lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 5, 6 and 7 in Section K, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to August C. Schmidt by Edmund A. Murphy by deed dated January 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 15 folio 388.

E. All those five lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 3, 4, 8, 9 and 10 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to the Workman's Cooperative Realty Company by Joseph Schick, et al, by deed dated May 16, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 10 folio 389.

F. All those three lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 1, 2, and 3 in Section U, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to John Wesley Gray by the Workman's Cooperative Realty Company by deed dated June

22, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 78 folio 192.

G. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 26 and 27 in Section U, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Joseph and Sarah Greenberg by the Workman's Cooperative Realty Company by deed dated June 24, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 52 folio 94.

H. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 26 and 27 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Charles H. Wheatley and Lottie M. Wheatley by the Workman's Cooperative Realty Company by deed dated March 19, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 11 folio 434.

I. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 30 and 31 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Earl Montgomery and Cecelia Montgomery by the Workman's Cooperative Realty Company by deed dated August 6, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 19 folio 281.

J. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 36 and 37 in Section V, Plat of Glen Burnie

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Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to John Boeh and Louis Boeh by the Workman's Cooperative Realty Company by deed dated August 11, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18 folio 249.

K. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 38 and 39 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Heroshi Nakamura by the Workman's Cooperative Realty Company by deed dated December 5, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 26.

L. All those eleven lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 40 to 50, inclusive, in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G.W. Section 3, folio 193, and being the same property conveyed to Adam Raab and Johanna Raab from the Workman's Cooperative Realty Company by deed dated November 29, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 59 folio 218.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year from the date of sale has expired.

It is thereupon, this 20 day of February, 1953, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all

persons interested in said property to be and appear in this Court by the 5 day of May , 1953, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

John H. Hopkins, 3rd
Clerk

CARL W. McLANE AND CATHERINE D. McLANE, his wife	:	IN THE CIRCUIT COURT
VS.	:	FOR
HARRY C. WISE, ET AL, AND JOHN WESLEY GRAY	:	ANNE ARUNDEL COUNTY, MARYLAND
	:	EQUITY #10674

Filed 28 Apr., 1933.

PETITION

To the Honorable, the Judge of said Court:

The petition of John Wesley Gray, by Linwood L. Clark, his attorney, respectfully represents:

1. That he was the owner of lots Nos. 1, 2 and 3, Section U, Glenburnie Heights, Anne Arundel County, Maryland, when same were sold at public auction November 11, 1932, for taxes in arrears, partly by neglect and partly because he was unable to pay same, or redeem said property within the time allotted.

2. That in this case the plaintiff is foreclosing the tax sale certificate in case No. 1234; that he desires to redeem said property, and is prepared to pay what said property sold for at the tax sale, to wit Forty-five Dollars ($45.00), together with six percent (6%) interest thereon from the day of sale; also he is prepared to pay all taxes with interest and penalties thereon accrued subsequent to the date of sale actually paid by the purchaser, or any subsequent holder thereof, together with the total disbursements of said purchaser or his assigns in accordance with the provisions of Article 81, Sections 71A, etc., Maryland Code, Title, Revenue and Taxes, Sub-title, Tax Sales.

3. That he is not advised at this time as to the amount necessary for redemption of said real estate in accordance with the provisions of said Sub-title.

WHEREFORE, your petitioner respectfully prays:

a. That the Court fix the amount necessary for redemption of said property, after such notice to the plaintiff in this case as the Court may see proper.

b. And for such other and further relief to which he may be entitled.

Linwood L. Clark
Attorney for Petitioner

John Wesley Gray
John Wesley Gray

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 28 day of April, 1955, before me a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John Wesley Gray and made oath in due form of law that the matters and facts above stated are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Linwood L. Clark
Notary Public

LIBER 86 PAGE 65

CARL W. McLANE and CATHERINE D. McLANE	:	IN THE CIRCUIT COURT
VS	:	FOR
ADAM RAAB and JOHANNA RAAB, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 4674 EQUITY

... ...

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of John W.Kreis and Elnora Kreis, his wife, by Michael Demyan, their Solicitor, respectfully represents:

1. That Petitioners are the owners of Lots No. 40 to 50, both inclusive, in Section 'V' in Glen Burnie Heights, Maryland, which they purchased from Otto Karl Boellner, Executor of the Estate of Johanna Raab, deceased, after having consent of all interested parties and being ratified by the Orphans Court for Baltimore City, all as shown in the "Account of Sales" in the Estate of Johanna Raab, as recorded with the Register of Wills for Baltimore City in Account of Sales Liber J.H.H. No. 141 folio 577, a certified copy of which has been recorded in the Orphans Court for Anne Arundel County; except however, that the petitioners have never received a deed for said property.

2. That there had been a default in the payment of the State, County and school taxes for the years 1936 and 193_ on said lots of land which were, by the Treasurer of Anne Arundel County, pursuant to the provisions contained in Sections 70 to 86 of Article 81 of the Annotated Code of Maryland (1929 Edition), sold to the County Commissioners of Anne Arundel County who subsequently conveyed said property to Carl and Catherine D. McLane by deed dated September 25, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 340 folio 248.

3. That your petitioners desire to redeem the said property.

Filed 4 May, 1953.

WHEREFORE, your petitioners pray that an order of this Honorable Court be passed permitting them to redeem said property upon payment of such amount or amounts as this Court shall by subsequent Order find is necessary for the redemption in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

AND as in duty bound, etc.

Michael Demyan
Michael Demyan
Solicitor for Petitioners
16 Crain Highway, S.W.
Glen Burnie, Maryland

I hereby certify that I was personally served a copy of the aforegoing petition by Michael Demyan, on May 4,1953.

Marvin I. Anderson
Marvin I. Anderson
Attorney for Defendant

LIBER 86 PAGE 67

CARL W. McLANE CATHERINE D. McLANE	:	IN THE CIRCUIT COURT
VS	:	FOR
ADAM RAAB JOHANNA RAAB, et al	:	ANNE ARUNDEL COUNTY
	:	NO. 10,674 EQUITY

... ...

ORDER OF COURT

Upon the foregoing Petition, it is this 4th day of May, 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that John W. Kreis and Elnora Kreis, his wife, be, and they are hereby permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court by subsequent Order shall fix as necessary for redemption, in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition), unless cause to the contrary be shown on or before the 8th day of June, 1953; provided that a copy of the Petition and of this order be served on the plaintiffs, or their solicitor of record on or before the 18th day of May, 1953.

Judge

Benjamin Michaelson
Judge.

Filed 4 May, 1953.

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CARL W. McLANE and CATHERINE D. McLANE Glen Burnie, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
AMELIA RAAB MORRIS and GEORGE C. MORRIS, her husband 3300 West Franklin Street Baltimore-29, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 10,674 Equity

...

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Amelia Raab Morris and George C. Morris, her husband, by Henry J. Tarantino, their Attorney, respectfully represents:

1. That the mother of said Amelia Raab Morris, Johanna Raab, was the owner in fee simple of Lots Nos. 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 and 50, Section V, Glenburnie Heights, Anne Arundel County, Maryland, when same were sold at public auction on October 11, 1937, for taxes in arrears, partly by the neglect of the heirs of said Johanna Raab, who departed this life on December 28, 1933, and partly because no notice of said sale was given to Amelia Raab Morris, to redeem said property within the time allotted.

2. That in this case the Plaintiff is foreclosing the tax sale Certificate in case No. 1240; that the Petitioners desire to redeem said property, and are prepared to pay what said property sold for at the tax sale, to wit: Twenty-five ($25.00) Dollars, together with interest thereon, from the day of sale.

3. That the Petitioners are prepared to pay all taxes with interest and penalties thereon accrued subsequent to the date of sale actually paid by the purchaser, or any subsequent holder thereof, together with total disbursements of said purchaser of his assigns in accordance with the provisions of Article 81, Section 71A, etc., Maryland Code.

4. That they are not advised at this time as to the amount necessary for redemption of said real estate in accordance with the provisions of said sub-title.

Filed 4 May, 1953

WHEREFORE, your Petitionere respectfully pray:

A. That the Court fix the amount neceesary for redemption of eaid property, after euch notice to the Plaintiffs in thie caee ae the Court may see proper.

B. And for such other and further relief as their caee and equity may require.

AND ae in duty bound, etc.

Henry J. Tarantino
Attorney for Petitioners
21 Weet Street
Annapolie, Maryland

Amelia Raab Morris
Amelia Raab Morris

George C. Morris
George C. Morris

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

I HEREBY CERTIFY that on thie 4th day of May, 1953, before me, the eubecriber, a Notary Public of the State of Maryland, in and for the County aforeeaid, pereonally appeared Amelia Raab Morrie and George C. Morrie, her hueband, the above named Petitionere, and made oath in due form of law that the mattere and facte eet forth in the aforegoing Petition are true to the beet of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Carolyn A. Whittaker
Carolyn A. Whittaker - Notary Public

I HEREBY CERTIFY that on this 4th day of May, 1953, a copy of this Petition wae mailed, poetage prepaid, to Marvin I. Andereon, 20 West Street, Annapolie, Maryland, Attorney for Carl W. McLane and Catherine D. McLane.

Henry J. Tarantino
Henry Tarantino - Attorney for the Petitioners.

CARL W. McLANE
CATHERINE D. McLANE
Glen Burnie, Maryland

vs.

HARRY G. WISE, ET AL, AND
JOHN WESLEY GRAY

NO. 10,674 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 14 May, 1953

ANSWER OF CARL W. McLANE AND CATHERINE D. McLANE TO PETITION TO REDEEM FILED BY JOHN WESLEY GRAY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Carl W. McLane and Catherine D. McLane to the Petition to Redeem represents unto your Honors:

1. That the Workman's Cooperative Realty Company, by deed dated June 22, 1923 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 78 folio 192, conveyed Lots 1, 2 and 3 in Section "U", Glen Burnie Heights, to John Wesley Gray.

2. That on October 11, 1932, the said John Wesley Gray having failed and refused to pay the taxes due thereon for the year of 1930, the County Treasurer sold said property to the County Commissioners of Anne Arundel County for the sum of $45.00.

3. That by deed dated October 6, 1942 and recorded in Liber J.H.H. No. 264 folio 487 the County Commissioners and the County Treasurer conveyed said property to Benjamin W. McLane and Mary E. McLane, his wife, for approximately $100.00.

4. That by deed dated December 30, 1952 and recorded in Liber J.H.H. No. 731 folio 588, Mary E. McLane, widow, conveyed the property to Carl W. McLane and Catherine D. McLane, his wife.

5. That the following taxes have been paid on said property by your respondents or their grantors:

1943 Taxes	$ 1.70
1944 "	1.77
1945 "	1.74
1946 "	1.82
1947 "	1.79
1948 "	1.33
	$10.15

(Forward)

(Balance brought Forward)	$ 10.15
1949 Taxes	1.57
1950 "	1.49
1951 "	1.47
1952 "	1.46
1953 "	7.92
1953 Fire Tax	.18
Anne Arundel County Sanitary Commission- Water and Sewer Charges 1948 to 1953	57.92
Total -	$ 82.16

6. That they have paid or incurred other expenses as follows:

To Herman Bohlman for cleaning lots -	$200.00
Deed for lot from County	8.50
Deed from Mary E. McLane and recording	17.50
Sheriff of Baltimore City, estimated	1.00
Clerk of Court cost, estimated	6.50
Advertising	12.42
Attorney - title examination	27.27
Interest, penalties, &c.	
Total -	$

7. That the said Carl W. McLane and Catherine D. McLane deny that the property is assessed for tax purposes in the name of the Defendant John Wesley Gray or that he has a right to redeem the property.

8. That the said Carl W. McLane and Catherine D. McLane are occupying claimants in possession under color of title and therefore entitled to reimbursement for improvements increasing the value thereof.

9. That the claimant is guilty of laches and has been out of possession and paid no taxes for over 23 years.

Wherefore your Petitioners Pray:

1. That the petition to redeem be dismissed with cost.

2. That the said Carl W. McLane and Catherine D. McLane have such other and further relief as the equities of the case may

justify.

AND AS IN DUTY BOUND, ETC.

Attorney for Carl W. McLane
and Catherine D. McLane

I hereby certify that on this 14th day of May, 1953, I mailed a copy of the aforegoing Answer to Linwood L. Clark, Esquire, Maryland Hotel Building, Annapolis, Maryland, Solicitor for John Wesley Gray.

Attorney for Carl W. McLane
and Catherine D. McLane

CARL W. McLANE CATHERINE D. McLANE Glen Burnie, Maryland	:	
vs.	:	NO. 10,674 EQUITY
JAMES D. LILLEY and C. C. HANSON, 2826 W. Lanvale Street Baltimore, Maryland	:	IN THE CIRCUIT COURT FOR
AND all persons having or claiming to have any interest in the property known as Lots 13 to 25, inclusive, Section V, Plat of Glen Burnie Heights, 3rd District, Anne Arundel County, Maryland et al	:	ANNE ARUNDEL COUNTY

Filed 14 May, 1953.

ANSWER OF CARL W. McLANE AND CATHERINE D. McLANE TO APPLICATION OF JAMES D. LILLEY AND ELLA HANSON TO REDEEM CERTAIN LOTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Carl W. McLane and Catherine D. McLane to the Application to Redeem represents unto your Honors:

1. That by deed dated January 29, 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 8 folio 268, the Workman's Cooperative Realty Company conveyed Lots 13 to 25, inclusive, in Section V, Glen Burnie Heights, to James D. Lilley and C. C. Hanson as tenants in common.

2. That the said James D. Lilley and C. C. Hanson having failed and refused to pay State and County taxes thereon for the year 1935 and being in default, the County Treasurer sold the property to the County Commissioners of Anne Arundel County on October 13, 1936 for the sum of $34.25 in Tax Sale Proceedings #3161.

3. That the County Treasurer by deed dated September 24, 1945 and recorded in Liber J.H.H. No. 340 folio 223 conveyed said property to the County Commissioners of Anne Arundel County.

4. That the County Commissioners of Anne Arundel County sold and conveyed said lots to Benjamin W. McLane and Mary E. McLane, his wife, by deed dated September 25, 1945, and recorded in Liber J.H.H. No. 340 folio 237, for the sum of $120.00.

5. That Mary E. McLane, widow, conveyed said property to Carl W. McLane and Catherine D. McLane, his wife, by deed dated December 30, 1952 and recorded in Liber J.H.H. No. 731 folio 588.

6. That the following tax bills were paid in the name of Benjamin W. McLane and Mary E. McLane (which said bills include Lots 5 and 6, Section 5 of Glen Burnie Heights):

1946	$ 9.08
1947	8.93
1948	6.68
1949	7.85
1950	7.47
1951	7.35
1952	7.28

In the name of Carl W. and Catherine D. McLane:

1953 Fire Tax	.38
1953 Tax Bill	16.50
Total taxes paid -	$71.52

7. That the following other expenses and improvements were paid as follows:

By Benjamin W. McLane for survey -	$10.00
" " " " " Deed and recording	8.50
By Carl W. McLane for cleaning off and improving Lots 13 to 18	260.00
By Carl W. McLane for Deed and recording cost	17.50
By Carl W. McLane for Attorney in examination of title of lots	27.27
Advertising Cost	12.46

Other expenses due under Article 81 of the Code:

Interest, Taxes and Penalties

Court Cost

Sheriffs Cost

8. That the said Carl W. McLane and Catherine D. McLane deny that the property is assessed for tax purposes in the name of the Defendants James D. Lilley and Ella Hanson or that

they have a right to redeem the property.

9. That the said Carl W. McLane and Catherine D. McLane are occupying claimants in possession under color of title and therefore entitled to reimbursement for improvements increasing the value thereof.

10. That the claimants are guilty of laches and have been out of possession and paid no taxes for over 19 years.

Wherefore your Petitioners Pray:

1. That the petition to redeem be dismissed with cost.

2. That the said Carl W. McLane and Catherine D. McLane have such other and further relief as the equities of the case may justify.

AND AS IN DUTY BOUND, ETC.

Marvin S. Anderson
Attorney for Carl W. McLane and Catherine D. McLane

I hereby certify that on this 14th day of May, 1953, I mailed a copy of the aforegoing Answer to William Hoffenberg, Esquire, 507 Title Building, Baltimore 2, Maryland, Solicitor for James D. Lilley and Ella Hanson.

Marvin S. Anderson
Attorney for Carl W. McLane and Catherine D. McLane

CARL W. McLANE and CATHERINE D. McLANE Glen Burnie, Maryland	:	NO. 10,674 EQUITY
	:	IN THE CIRCUIT COURT
vs.	:	FOR
ADAM RAAB and JOHANNA RAAB, et al	:	ANNE ARUNDEL COUNTY
	:	
	:	

ANSWER OF CARL W. McLANE AND CATHERINE D. McLANE TO PETITION TO REDEEM FILED BY JOHN W. KREIS AND ELNORA KREIS

Filed 14 May, 1953.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Carl W. McLane and Catherine D. McLane to the Petition to Redeem respectfully represents:

1. That by deed dated November 29, 1922 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 59 folio 218, the Workman's Cooperative Realty Company conveyed Lots Nos. 40 to 50, inclusive, in Section "V," Glen Burnie Heights, to Adam Raab and Johanna Raab.

2. That the said Adam Raab and Johanna Raab having failed and refused to pay State and County taxes thereon for the year 1936 and being in default, the County Treasurer sold said property to the County Commissioners of Anne Arundel County on October 11, 1937 for the sum of $24.54, said proceedings being #3636 Tax Sales.

3. That by deed dated September 24, 1945 and recorded in Liber J.H.H. No. 340 folio 225, the County Treasurer conveyed said property to the County Commissioners of Anne Arundel County.

4. That by deed dated September 25, 1945 and recorded in Liber J.H.H. No. 340 folio 248, the County Commissioners of Anne Arundel County conveyed said property along with certain other property to Carl W. McLane and Catherine D. McLane, his wife, for the sum of $110.00.

5. That they have paid the taxes thereon as follows:

1946	(19 lots)	$ 11.50
1947	"	11.31
1948	"	8.46
1949	"	9.94
1950	"	9.47
1951	"	9.31
1952	"	9.83
1953	"	16.50
1953	Fire Tax	.38
	Total -	$ 86.70

6. That he has paid other expenses as follows:

To W. Marsteller for clearing off lots 40 to 45 Section V	$260.00
Deed for lots from County	8.50
Attorney for title examination	27.27
To Kenneth E. Lee - title examination in Baltimore City	5.00
Sheriff (Baltimore City)	1.00
Advertising	12.46
Court Cost (approximate)	6.50
Interest, Penalties, &c.	
Total -	$

7. That the said Carl W. McLane and Catherine D. McLane deny that the property is assessed for tax purposes in the name of the Defendants John W. Kreis and Elnora Kreis or that they have a right to redeem the property.

8. That the said Carl W. McLane and Catherine D. McLane are occupying claimants in possession under color of title and therefore entitled to reimbursement for improvements increasing the value thereof.

9. That the claimants are guilty of laches and have been out of possession and paid no taxes for over 17 years.

Wherefore your Petitioners Pray:

1. That the petition to redeem be dismissed with cost.

2. That the said Carl W. McLane and Catherine D. McLane have such other and further relief as the equities of the case may justify.

AND AS IN DUTY BOUND, ETC.

Warren L. Anderson
Attorney for Carl W. McLane and
Catherine D. McLane

I hereby certify that on this 14th day of May, 1953, I mailed a copy of the aforegoing Answer to Michael Demyan, Esquire, 16 Crain Highway, SW, Glen Burnie, Maryland, Solicitor for John W. Kreis and Elnora Kreis, his wife.

Warren L. Anderson
Attorney for Carl W. McLane and
Catherine D. McLane

CARL W. McLANE and CATHERINE D. McLANE Glen Burnie, Maryland	:	NO. 10,674 EQUITY
vs.	:	IN THE CIRCUIT COURT
AMELIA RAAB MORRIS and GEORGE C. MORRIS, her husband 3300 West Franklin Street Baltimore 29, Maryland	:	FOR ANNE ARUNDEL COUNTY

Filed 14 May, 1953.

ANSWER OF CARL W. McLANE AND CATHERINE D. McLANE TO PETITION TO REDEEM FILED BY AMELIA RAAB MORRIS AND GEORGE C. MORRIS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Carl W. McLane and Catherine D. McLane to the Petition to Redeem respectfully represents:

1. That by deed dated November 29, 1922 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 59 folio 218, the Workman's Cooperative Realty Company conveyed Lots Nos. 40 to 50, inclusive, in Section "V," Glen Burnie Heights, to Adam Raab and Johanna Raab.

2. That the said Adam Raab and Johanna Raab having failed and refused to pay State and County taxes thereon for the year 1936 and being in default, the County Treasurer sold said property to the County Commissioners of Anne Arundel County on October 11, 1937 for the sum of $24.54, said proceedings being #3636 Tax Sales.

3. That by deed dated September 24, 1945 and recorded in Liber J.H.H. No. 340 folio 225, the County Treasurer conveyed said property to the County Commissioners of Anne Arundel County.

4. That by deed dated September 25, 1945 and recorded in Liber J.H.H. No. 340 folio 248, the County Commissioners of Anne Arundel County conveyed said property along with certain other property to Carl W. McLane and Catherine D. McLane, his wife, for the sum of $110.00.

5. That they have paid the taxes thereon as follows:

1946 (19 lots)	$ 11.50
1947 "	11.31
1948 "	8.46
1949 "	9.94
1950 "	9.47
1951 "	9.31
1952 "	9.83
1953 "	16.50
1953 Fire Tax	.38
Total -	$ 86.70

6. That he has paid other expenses as follows:

To W. Marsteller for clearing off lots 40 to 45 Section V	$260.00
Deed for lots from County	8.50
Attorney for title examination	27.27
To Kenneth E. Lee - title examination in Baltimore City	5.00
Sheriff (Baltimore City)	1.00
Advertising	12.46
Court Cost (approximate)	6.50
Interest, Penalties, &c.	
Total -	$

7. That the said Carl W. McLane and Catherine D. McLane deny that the property is assessed for tax purposes in the name of the Defendants Amelia Raab Morris and George C. Morris or that they have a right to redeem the property.

8. That the said Carl W. McLane and Catherine D. McLane are occupying claimants in possession under color of title and therefore entitled to reimbursement for improvements increasing the value thereof.

9. That the claimants are guilty of laches and have been out of possession and paid no taxes for over 17 years.

Wherefore your Petitioners Pray:

1. That the petition to redeem be dismissed with cost.

2. That the said Carl W. McLane and Catherine D. McLane have such other and further relief as the equities of the case may justify.

AND AS IN DUTY BOUND, ETC.

Attorney for Carl W. McLane and Catherine D. McLane

I hereby certify that on this 14th day of May, 1953, I mailed a copy of the aforegoing Answer to Henry J. Tarantino, Esquire, 21 West Street, Annapolis, Maryland, Solicitor for Amelia Raab Morris and George C. Morris, her husband.

Attorney for Carl W. McLane and Catherine D. McLane

CARL W. McLANE
CATHERINE D. McLANE
Glen Burnie, Maryland

vs

HARRY C. WISE, ET AL, AND
JOHN WESLEY GRAY

No. 10,674 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Filed 18 May, 1953

COMBINED REPLICATION AND DEMURRER BY JOHN WESLEY GRAY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

John Wesley Gray by Linwood L. Clark, his attorney, replying and demurring to the answer of Carl W. McLane and Catherine D. McLane respectfully says:

1. That he admits paragraphs 1 and 2 of said answer.

2. That he demurs to paragraphs 3, 4, 6, 7, 8, and 9 of said answer and for reasons assigns the following:

A. That under the bill in this matter filed in 1953 foreclosing the right of redemption of lots 1, 2, and 3 in Section U, Glen Burnie Heights owned by the said John Wesley Gray when sold for taxes October 11, 1932, the said John Wesley Gray under Article 81, Section 90, has a right of redemption; which right of redemption by said John Wesley Gray is acknowledged in the bill of complaint.

B. That said John Wesley Gray has a right to redeem the said property upon payment of amount found due under the Code of 1951, Article 81, Section 91.

C. That in his petition for redemption he prayed that the Court fix the amount necessary for redemption of said properties after such notice to the plaintiff as the Court may see proper, under said Section 91.

D. That responding to paragraph 5 of said answer, the amount of payments necessary for redemption of said property, after such notice to the plaintiff as the Court may see proper under said Section 91 is estimated by the said John Wesley Gray as follows:

Purchase Price	$ 45.00
Interest on Purchase Price	27.00
Taxes, 1943-1953, inclusive	24.24

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Sanitary payments	57.92
Title search	10.00
Advertisement estimated	12.50
Appearance fee	5.00
Clerk costs	6.50

Total required for redemption $ 188.16

Linwood L. Clark, Attorney for John Wesley Gray

On this 18th day of May, 1953 before me a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared the said Linwood L. Clark, attorney for John Wesley Gray, and made oath in due form of law that the forgoing demurrer is not intended for delay

Notary Public

This is to certify that a copy of the aboce answer and demurrer has this 18th day of May 1953 been mailed to Marvin I. Anderson Esq., Attorney for plaintiff.

Linwood L. Clark, Att'y for
John Wesley Gray

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CARL W.McLANE and CATHERINE D. McLANE Glen Burnie, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
ADAM RAAB and JOHANNA RAAB, et al	:	
	:	NO. 10,674 EQUITY

* * -

DEMURRER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Defendants, John W. Kreis and Elnora Kreis, by Michael Demyan, their solicitor, demur to the seventh paragraph of Plaintiff's Answer, and for reasons state:

1. That the said paragraph in Plaintiff's Answer does not sufficiently state or show such lack of interest in Defendants, or either of them, in the subject matter of this suit aswould preclude them, or either of them , from redeeming said property.

2. That Defendants have a right of redemption in said property as provided for in Sections 89-B and 90-C, Article 81, Annotated Code of Maryland (1951 Edition).

Michael Demyan
Solicitor for Defendants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 29th day of May,1953, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Michael Demyan who made oath in due form of law that the said demurrer is not filed for purpose of delay.

Witness myhhand and Notarial Seal.

Mildred F. Dean
Notary Public

Service of copy admitted this 29th day of May,1953.

Marvin I. Anderson, Attorney for Plaintiffs

Filed 29 May, 1953.

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CARL W. McLANE
CATHERINE D. McLANE
Glen Burnie, Maryland

vs.

HARRY G. WISE, ET AL, AND
JOHN WESLEY GRAY

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C. 10,674 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

MEMORANDUM FOR COURT RE: PETITION JOHN W.GRAY

The facts in the above-entitled bill of complaint foreclosing tax certificate are as follows:

6-22-23--deed from Workmens Co-operative Realty Company to John Wesley Gray, Liber 73, Folio 192.

11-11-32--County Treasurer's sale to County Commissioners for $45.00.

10-6-42--Conveyance from County Commissioners and County Treasurer to Benjamin W. McLane and Mary E. McLane for $100.00.

12-30-52--Mary E. McLane, widow, conveyed said lots to Carl W. McLane and Catherine D. McLane.

2-20-53--Bill of Complaint by Carl W. McLane and Catherine D. McLane foreclosing tax sale certificate of said lots naming John W. Gray as a defendant and owner of record at time of sale.

4-28-53--Petition of John W. Gray that he desired to redeem, and requested the Court to fix the amount required of him for said purpose.

The McLanes answered said Gray petition denying the right of redemption after twenty years.

The answer further fixes the amount required, should redemption be allowed, at $414.16.

John W. Gray demurred to said answer so far as it denied his right of redemption. And he further disputed the $414.16 required to redeem.

Gray's right to redeem which was lost in 1933 (old law) was regained in 1953 by this foreclosure proceeding, under Act of 1943. The charge of laches cannot be supported.

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OUR ESTIMATE OF AMOUNT REQUIRED TO REDEEM

	Authority CODE 1951, ART. 81
Amount received by collector from tax sale	$45.00 SEC. 91
Twenty-one years' interest--11-11-1932 to date	56.70 " "
Taxes--1943-1953	24.24 " "
Water and Sewer Charges--1948-1953	57.82 " "
Title Search	10.00 Sec. 108
Appearance Fees	10.00 " "
Clerk's Costs	6.50 " "
Advertisement Estimated	12.00 Sec. 109
Amount of money decreed to be certified by Court Clerk to Collector	$177.26 Sec. 113

CASES IN POINT

Shapiro vs. National Color Printing Company, 191 Maryland, 194.

Weiner vs. Weirich, 77A 2nd. 5.

James vs. Zantzinger, D. R. April 21, 1953.

MARCELL GRASON

APPLICABLE STATUTE

Code 1951, Art. 81, Secs. 90-119.

Respectfully submitted

Linwood L. Clark

Linwood L. Clark
Attorney for John Wesley Gray

Copy to Marvin I. Anderson, Esq.

Empire Furniture Co v. Hanley 62 Art 342

Gathcraight v. Betts 181 Md 362

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LIBER 86 PAGE 87 Nov. 1944

Received from BENJAMIN MCLANE $200 for clearing lots #1-2-3- Section U - Glen Burnie Heights

Herman Bohlman

Pl 46

Herman Bohlman

Filed 16 July, 1953

87

Pl 48 April 15, 1947

Received of Carl McLane

$ 260.00 Dollars

100

for Clearing Lot # 40-41-42-43

$ 260.00 44 + 45 Sec. V Glen Burnie Hts

W. Marstetter

MADE IN U. S. A.

Filed 16 July, 1953

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(.50¢ Rev. Stamp)

This Deed Made this Twenty-second day of June in the year one thousand nine hundred and Twenty three between The Workman's Co-Operative Realty Company, Incorporated, a body corporate, duly incorporated under the laws of the State of Maryland party of the first part and John Wesley Gray, residing at 540 N. Milton Ave. City of Baltimore, State of Maryland, party of the second part. Witnesseth, that in consideration of the sum of One Dollar ($1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, and the performance of the covenants and agreements hereinafter set out to be performed by the said party of the second part, his heirs and assigns, the said party of the first part does hereby grant and convey unto the party of the second part his heirs and assigns subject to the said covenants and agreements, all that land and premises situate in the Third Election District of Anne Arundel County, in the State aforesaid, and particularly described as follows.

Filed 16 July 1953.

Lots Nos. One (1) two (2) and three (3) in Section "U" at Glen Burnie Heights, Md. containing Fifty and one one hundredths (50.01') feet fronting on Theresa St. and extending in depth to lot Number 14 in Section "U" being a part of the lot of ground which by deed dated May 16, 1919, and recorded among the Land records of Anne Arundel County in Liber W.N.W. No. 10 Folio 389 etc. was granted and conveyed by Joseph Schick et al. to the said The Workman's Co-Operative Realty Company, Incorporated, in fee simple, a plat of the same land having been duly recorded among the said land records of Anne Arundel County in Plat Liber G.W. Section 3 Folio 193, etc. To Have and To Hold the above granted property unto the party of the second part, his heirs and assigns, forever, in fee simple, subject, however, to the following covenants and agreements, which are hereby entered into by the said party of the second part, his heirs and assigns, with the said party of the first part as a part of the consideration for this deed.

Defendants' Exhibit A

(1) At no time shall any part of the said land be used or occupied for the manufacture, brewing, distilling or sale of spiritous or malt liquors, nor shall the said lots or any part thereof, or any building erected thereon at any time hereafter, be used or occupied as a bone-boiling establishment, tannery, slaughter house, glue, soap, candle, starch or gun-powder manufactory, or for any other offensive or dangerous purpose.

2. That the said lots or buildings thereon shall never be rented, leased or sold, transferred or conveyed to nor shall the same be occupied exclusively by any negro or colored person or person of negro blood.

3. That no signs for advertising purposes shall be erected or placed thereon.

4. That all buildings erected thereon shall be placed and set back not less than ten feet (10') from the street line, provided that steps, windows, porticos and other projections appurtenant thereto may be within said distance.

5. That there shall not be erected upon any portion of said premises any dwelling costing less than Fifteen Hundred Dollars ($1500.00).

6. That there shall be no violation of the usual insurance clauses.

And the said party of the first part, subject to the above covenants and agreements on the part of the said party of the second part, his heirs and assigns covenants that it will warrant specially the land and premises hereby granted and conveyed and that it will execute such further assurances of said land and premises as may be requisite.

Witness the corporate seal of the said Grantor and the signatures of the President and Secretary thereof, the day and year first above written.

Test — The Workman's Co-Operative

Frances Schlesinger — Realty Company Inc.

Joseph Schick (SEAL)
President

(CORPORATE SEAL)

S. Lawrence Hammerman (SEAL)
Secretary

State of Maryland, Baltimore City to wit:

I Hereby Certify, that on this Twenty second day of June, in the year one thousand nine hundred and Twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph Schick, President, and S. Lawrence Hammerman, Secretary of The Wofkman's Co-Operative Realty Company, Incorporated, the Grantor hereinbefore named and they acknowledged the foregoing Deed to be the act of the said body corporate.

Witness my hand and Notarial Seal.

(NOTARY SEAL)

Frances Schlesinger
Notary Public

Recorded July 21st, 1923 - 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber W.N.W. No. 78 Folio 192 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 10th day of July, 1953.

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

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

CARL W. McLANE, and CATHERINE D. McLANE, his wife,	:	
PLAINTIFFS.	:	
VS.	:	NO. 10,674 EQUITY
HARRY G. WISE, and others,	:	
DEFENDANTS.	:	

:::::::

O P I N I O N

Filed 23 July, 1953.

This is a proceeding brought by the holders of certain certificates of tax sales to foreclose the rights of redemption of the former owners of the several properties under the provisions of the Act of 1943, Chapter 761, and the amendments thereof, codified as §§ 70 to 121, both inclusive, of Article 81 of the Code of 1951. I will call said Act as amended the "statute", and, when I refer to numbered sections, it will be understood that I refer to the numbers used in the Code.

The plaintiffs, Carl W. McLane and Catherine D. McLane, his wife, held deeds for a number of lots situate and lying in the subdivision known as "Glen Burnie Heights". These lots had been sold by former treasurers of Anne Arundel County for non-payment of taxes, bought in by the County Commissioners of Anne Arundel County, and subsequently resold by said Commissioners to the plaintiffs, or their predecessors in title. There were twelve of these tax sales; but frequently more than one lot had been included in a single sale. These sales had been made at various times from July 22, 1930, to October 13, 1942. In view of the fact that the County Commissioners apparently had deeds for these several lots, it is quite likely that the several sales were reported to, and ratified by, the court under the law in force at the time the sales were made, but the record, except

in one instance, is not very clear. In any event, Mr. and Mrs. McLane determined to take advantage of the provisions of the above referred to statute, and to institute a proceeding for the foreclosure of the rights of the several former owners of said lots to redeem said several lots from the sales thereof. They, accordingly, on December 2, 1952, as permitted by § 97 of said statute, surrendered to the present treasurer of Anne Arundel County the receipts or other instruments evidencing payment of the purchase prices which they held, and obtained from said present treasurer twelve certificates of tax sales as prescribed by the statute. These certificates were all issued to the County Commissioners of Anne Arundel County, the original purchaser of the several lots, and assigned by said County Commissioners to the plaintiffs. Using said certificates as the foundation thereof, they, on February 20, 1953, instituted this proceeding. These certificates are numbered from 1230 to 1243, both inclusive, but, at this time, we are only concerned with the lots described in certificates Nos. 1232, 1234 and 1240.

Certificate No. 1232 covers lots Nos. 13 to 25, both inclusive, in section V, assessed to James D. Lilley and C. C. Hanson, and, while the date of the sale was inadverently left blank, shows that these lots were sold for thirty-eight dollars ($38.00). On May 2, 1953, two persons describing themselves as James D. Lilley and Ella Hanson, widow of C. C. Hanson, came in, and demanded the right to redeem said lots, and offered to pay what they were required by law to pay, and prayed for an order fixing the amount. The plaintiffs, on May fourteenth, answered this petition, and denied that said petitioners had the right to redeem said lots, and set up that if it were held that they were entitled to redeem, they could only do so by paying a number of items set up in said answer, including two hundred sixty dollars ($260.00) "for cleaning lots Nos. 13 to 18." These redemptioners

were not notified of the hearing held on July 16, 1953, so they are not bound by this opinion, nor are the plaintiffs bound by this opinion in so far as the lots described in said certificate No. 1232 are concerned.

Certificate No. 1234 covers lots Nos. 1, 2 and 3 in Block U, assessed to John Wesley Gray, and shows that said lots were sold on October 11, 1932, for nine dollars ($9.00) (tentative?). On April twenty-eighth, a man, claiming to be the John Wesley Gray to whom said lots had been assessed, came in, and filed a petition stating that he wished to redeem said lots, and offered to pay whatever he was by law required to pay, and prayed for an order fixing the amount. The plaintiffs answered this petition denying that the property had ever been assessed to the said John Wesley Gray, or that he had the right to redeem the same, and claiming, in case it was held that he did have the right to redeem, a number of items of alleged expenses, including two hundred dollars ($200.00) said to have been paid by Benjamin McLane, said Carl's father, to a certain Herman Bohlman for clearing said lots. On May eighteenth, said John Wesley Gray filed what he called a "combined replication and demurrer" to this answer.

Certificate No. 1240 covers lots Nos. 40 to 50, both inclusive, section V, assessed to Adam and Johanna Raab, and shows that these lots were sold on October 11, 1937, for twenty-five dollars ($25.00). On May fourth, Amelia Raab Morris, claiming that Johanna Raab had died seized of said lots, and that she, as one of said Johanna's heirs-at-law, was entitled to an interest therein, came in, and stated that she wished to redeem said lots, and prayed for an order fixing the amount it was necessary for her to pay. On the same day, John W. Kreis and Elnora Kreis, his wife, claiming to have purchased said lots from the executors of said Johanna's will, came in, and stated that they wished to redeem said property, and prayed for an order fixing the amount. The

plaintiffs answered both of these petitions, denied the right of said petitioners to redeem, and set up that even if they had the right, they would have to pay a number of items, including two hundred sixty dollars ($260.00) which the plaintiffs claimed to have paid a Mr. Marsteller for clearing certain of said lots. This case was set for hearing as to the lots covered by said certificates Nos. 1234 and 1240 on July 16, 1953, and some testimony taken.

The principal question before me is whether the plaintiffs are entitled to be paid for clearing the brush off certain of the lots as a condition precedent to the right of the several redemptioners to redeem. There are a few other questions, but I will come back to them after I have disposed of said principal question. No one asked the plaintiffs to take advantage of the procedure afforded by said statute. They had the right to rely on the orders of ratification of the sales theretofore passed, (see Hickey vs. Peck, 180 Maryland 289), and the deeds to them. (Empire Furniture Company vs. Hanley, 191 Maryland 386). The decision was entirely optional with them. They elected to go ahead. Having done that, they submitted themselves to, and became bound by, all the provisions of the statute, not just those which were to their advantage. The statute (§ 90) prescribes, among other things, that "the owner or other person having an estate or interest in the property sold by the Collector may redeem the said property at any time until the right of redemption has been finally foreclosed under the provisions of this subtitle." The Court of Appeals has held that this applies to sales made and ratified before the enactment of the statute, as well as to those made thereafter. (Shapiro vs. National Color Printing Company, 191 Maryland 194; Weiner vs. Weirich, 77 Atlantic (2) 5). There can, accordingly, be no question of the right of the several redemptioners to redeem, provided they are in fact owners or

parties in interest as required by said section 90. We, accordingly, pass on to the principal question stated, supra.

Judge Cooley, in his work on Taxation, states that:

> "The right to redeem, and the method of redemption, are wholly governed by statute. The right to redeem exists only as permitted by statute and can be exercised only as the statute prescribes." (§ 1559, Fourth Edition).

This is just another way of saying that water cannot rise higher than its source; that as there would have been no right of redemption except for the statute, the statute controls how it may be exercised. By § 90, the former owner has the right to redeem "by paying to the Collector the amount required for redemption as hereinafter set forth." By § 91, the amount required for redemption is stated to be (1) the entire amount bid by the County Commissioners at the tax sale, (2) interest thereon at the rate of 6% per annum from the date of sale to the date of the payment of the redemption money, (3) taxes which accrued subsequent to the date of sale, with interest and penalties thereon, actually paid by the holder of the certificate of sale or any prior holder thereof, and (4) the "total disbursements" of the holder of the certificate of sale or any prior holder "made in accordance with the provisions of this sub-title." (Underscoring supplied). The plaintiffs, as I understand them, claim that this last provision is broad enough to include clearing land. They, however, overlook the fact that it is only the disbursements "made in accordance with provisions of this sub-title" which the former owner may be required to pay. When we examine the other provisions of the statute, we find out exactly what these "total disbursements" include. Section 108 provides:

> "(Costs of Proceedings.) The costs and disbursements in any proceeding to foreclose the right of redemption shall be in the following amounts and no more: Clerk's costs - $6.50 (which shall not include recording costs). When more than one property is included in the same bill of complaint, and when an answer or other pleading is filed the Clerk shall be entitled to additional costs in accordance with the usual schedule of Clerk's costs in other proceedings in equity.

Appearance fee $5.00 for each action, irrespective of the number of properties included in such action. When an answer is filed in any proceeding the defendant's appearance fee shall be $5.00.

For necessary title searches $10.00 for each property, except that the court, upon proof that the search was unusually difficult, may allow an amount not exceeding $25.00 for such search.

For service of process, not more than $1.00 for each service."

It is then provided in § 109 that the plaintiff, upon redemption, shall be entitled to be reimbursed for expenses actually incurred in accordance with the provisions of said § 108, and, in addition thereto, to the fees actually paid for recording the certificate of sale, for expenses actually incurred in the service of process by publication, and for taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, which have actually been paid by the plaintiff. And it is then stated: "The plaintiff shall not be entitled to be reimbursed for any other expenses incurred by him." (Underscoring supplied).

The statute (§ 114) then provides that if the court (in a case where there is no redemption) by its final decree declares the sale void, and sets it aside, the holder of the certificate shall be entitled to be "repaid the amount paid to the collector on account of the purchase price of the property sold, with interest thereon at the rate of 6% per annum, together with all taxes accruing subsequent to the date of sale, which were actually paid by the holder of the certificate of sale, or his predecessor therein, and all expenses properly incurred in accordance with provisions of the sub-title." If, however, a decree of foreclosure is passed, and subsequently set aside on the ground of lack of jurisdiction (§ 111) "the amount required to redeem shall be the amount required by the provisions of this sub-title, and in addition thereto, the reasonable value, at the date the decree is set aside, of all improvements made on the property by the purchaser

and his successors in interest." It seems very evident to me that the items of expense named in said §§ 108 and 109 are the "total disbursements" referred to in said § 91, and that the legislature not only did not include the value of any improvements made by the purchaser, but, by the above quoted parts of §§ 109, 114 and 111, very definitely indicated that a lien for betterments was only to be allowed in the event a decree of foreclosure was passed and subsequently stricken down for lack of jurisdiction.

This decision is, it seems to me, entirely in accord with the decision of the Court of Appeals in Stewart vs. Wheatley, 182 Maryland 455. There property was sold under the local law of Baltimore County prior to the enactment of the statute, and the purchaser at the tax sale, before the period for redemption expired, spent some money for repairs necessary to make the house rentable. The former owner attempted to redeem and tendered the purchase price of the property plus interest thereon. The lower court held that he was not entitled to redeem unless he tendered the additional sum of two hundred three and 85/100ths dollars ($203.85), constituting the value of the improvements less the rent collected. The Court of Appeals reversed this, and held that as the improvements had been made before the redemption period had expired, the purchaser could not require the former owner to pay for the same. Judge Delaplaine, who wrote the court's opinion in that case, said:

> "The basic rule was laid down by Chief Justice Marshall in Thatcher v. Powell, 6 Wheat. 119, 127, 5 L. Ed. 221, 223, that in summary proceedings, where the court exercises an extraordinary power under a special statute prescribing its course, that course ought to be exactly observed. The power to sell land for non-payment of taxes being strictissimi juris, statutory requirements for such sales should be strictly complied with in every particular. Charland v. Trustees of Home for Aged Women, 204 Mass. 563, 91 N. E. 146. So we can definitely state as a corollary that whenever land has been sold at a tax sale, the owner may redeem it only by tendering the full amount of the purchase money and such additional sums to cover interest, penalties, costs and reimbursement for improvements as the statute requires. Black on Tax Titles, Sec. 185. It is indisputable that neither the tax collector nor the purchaser has the right to impose any conditions upon the privilege of redemption except those expressly

> stipulated by the Legislature. Judge Cooley declared that a direct attempt to do this would be so manifestly 'an attempt to legislate to the prejudice of the owner, that nothing could be said in justification of it.' 4 Cooley, Law of Taxation, 4th Ed., Sec. 1572. If the court should compel a redemptioner to pay more than the amount prescribed by the statute, such a decree would be an attempt to enlarge the terms of the statute by adding thereto a condition which the Legislature has not seen fit to impose. Loud v. O'Brien, 167 Mich. 206, 132 N. W. 495, 497. We, therefore, conclude that the court has no right under a law like that in force in Baltimore County, except in case of actual fraud, to compel a redemptioner to reimburse the purchaser for improvements made by him before he receives a deed from the County Treasurer."

It is true that that case is a little different from this. There, the period for redemption had never expired. Here, the original redemption periods had expired, but, when the plaintiffs invoked the new statute, they waived that fact. (42 Corpus Juris Secundum, § 9, p. 444; Shapiro vs. National Color Printing Company, supra; Weiner vs. Weirich, supra), and impliedly agreed that the redemption period be extended until "the right of redemption has been finally foreclosed under the provisions of this sub-title." As Judge Markell aptly remarked in his opinion in Shapiro's case, supra, "the right of redemption accompanies the right of foreclosure 'so as to give the antidote with the bane.'" In fact, it is expressly provided by § 97 that when any purchaser applies for a certificate of sale, he must surrender to the collector the receipt or "any other instrument" evidencing payment of the purchase price. I hold that the plaintiffs cannot require the redemptioners to pay the increase in value, if any there was, brought about by the clearing of the land.

This holding is not as hard on the plaintiffs as they would have us believe. In the first place, it is difficult for me to understand why it would cost so much to clear the brush off of such little lots, and, if I was going to make an allowance for betterments, I would have to look into that angle very carefully. In the second place, the orders of ratification of the sales only created presumptions that the sales were good, and the sales could have been attacked, and possibly stricken down. (See Free

vs. Greene, 175 Maryland 39, and the other cases where that has been done). The plaintiffs were in possession, so actions of ejectment by the former owners could have been instituted. If the plaintiffs in such actions of ejectment (former owners) had prevailed, the purchasers (plaintiffs here) would not have been able to recover the purchase money paid by them or the subsequent taxes (Cooley, Taxation, Fourth Edition, § 1553), and, on the other hand, would have been liable for mesne profits, although possibly entitled to any permanent increase in value brought about by improvements made by them. (Abromatis vs. Amos, 127 Maryland 394; Tongue vs. Nutwell, 31 Maryland 302). On the other hand, if they had succeeded in getting the decree of foreclosure, they would have had an almost unimpeachable title. (Oppenheimer vs. Micbar, 192 Maryland 192; Thomas vs. Kolker, 73 Atlantic (2) 886; James vs. Zantzinger, 96 Atlantic (2) 10). In other words, the decision to proceed under the statute, or not to proceed, involved a "balancing of the equities." The plaintiffs balanced the equities, and made the decision, and, having made it, must stand or fall with it.

Counsel for the plaintiffs, and, at least some of counsel for the redemptioners, seem to have the idea that the plaintiffs are entitled to recover what they, the plaintiffs, or their predecessors in title, paid the County Commissioners when they purchased the several lots from them. I do not understand the statute that way. What the redemptioners must pay is plainly set out in § 91 as the amount bid by the County Commissioners at the sale, which, I understand, is the amount of taxes and costs then due, plus interest thereon from the date of sale to the date of redemption, plus the taxes, together with interest and penalties thereon, accruing after the sale and paid by the purchaser, plus the "total disbursements" named in the statute. In determining the amount necessary to redeem, we are not concerned with what the

plaintiffs paid the County Commissioners, or what they paid Mr. McLane's father. Nor are we concerned with the expenses incident to those transfers. The costs which the redemptioners must pay are those named in §§ 108 and 109. The fee for the title search mentioned in § 108 is the title search incident to the institution of the foreclosure proceeding, not some other title search. The amount fixed for the redemption of the property is payable to the County treasurer, not the plaintiffs. The plaintiffs would not necessarily get the entire amount paid to the treasurer. The certificates, which are the foundation of the action to foreclose, and without which no action can be instituted, provide, as required by § 82, just what a purchaser's rights are. (See Judge Ogle Marbury's opinion in Empire Furniture Company vs. Hanley, supra).

I do not have the data necessary to enable me to prepare the necessary orders of court (1) fixing the amounts which the redemptioners will have to pay the County treasurer in order to redeem the several properties, or (2) determining what the treasurer shall do with the several sums when he gets them. I will, accordingly, set the case for further hearing, and require counsel to present the necessary evidence. The several redemptioners will also have to submit evidence establishing their right to redeem, as the plaintiffs seem to deny that right. If counsel can stipulate on these matters, it will be a happy solution. There must, however, be an order of court. The statute (§ 92) expressly provides that the treasurer shall "accept no money for redemption as aforesaid unless and until a certified copy of the order of court fixing the amount necessary for such redemption shall be filed with the Collector." The plaintiffs will, of course, have to pay all the costs of this case other than those the redemptioners pay.

22 July 1942

Judge.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

CARL W. McLANE, and CATHERINE D. McLANE, his wife,	:	
PLAINTIFFS.	:	
VS.	:	NO. 10,674 EQUITY
HARRY G. WISE, and others,	:	
DEFENDANTS.	:	

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ORDER SETTING CASE FOR FURTHER HEARING

The court being of the opinion that a further hearing in the matter of the redemption of the properties named in tax sale certificates Nos. 1232, 1234 and 1240 is necessary; it is, thereupon, this twenty-third day of July, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said matters be, and the same are hereby, set for further hearing on Thursday, August 6, 1953, at ten o'clock, and that the clerk promptly notify the parties in interest by delivering or mailing a copy of this order to Marvin I. Anderson, Esquire, solicitor for the plaintiffs, William Hoffenberg, Esquire, solicitor for James D. Lilley and Ella Hanson, Linwood L. Clark, Esquire, solicitor for John Wesley Gray, Henry J. Tarantino, Esquire, solicitor for Amelia Raab Morris and George C. Morris, her husband, and Michael Demyan, Esquire, solicitor for the said John W. Kreis and Elnora Kreis, his wife.

July, 1953.

Filed 23

Judge.

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CARL W. McLANE and CATHERINE D. McLANE Glen Burnie, Maryland	:	IN THE CIRCUIT COURT FOR
vs	:	ANNE ARUNDEL COUNTY
JOHN W. KREIS and ELNORA KREIS, et al	:	No. 10,674 EQUITY

. . . . . .

APPLICATION TO REDEEM, STIPULATION, AND DECREE THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John W. Kreis and Elnora Kreis respectfully represents:

1. That they heretofore filed their petition to redeem lot numbers 40 to 50 inclusive, Section "V", Glen Burnie Heights as will appear by reference to the proceedings.

2. That Amelia Raab Morris and George C. Morris, her husband, also filed a petition to redeem said lots which was later abandoned in open court by their Solicitor.

3. That Carl W. McLane and Catherine D. McLane, Plaintiffs in the above case, have agreed to the redemption by your petitioners and your petitioners have agreed to pay the Plaintiffs certain items hereinafter set forth.

WHEREFORE, your petitioners pray the Court to pass an order by consent as stipulated.

Michael Dempsey
Attorney for John W. and Elnora Kreis.

Filed Sept. 24, 1953

ORDER OF COURT

ORDERED this 24th day of September, 1953, by the Circuit Court for Anne Arundel County that the petitioners pay to Carl W. McLane and Catherine D. McLane the following items which they have stipulated and agreed to pay:

11/19 of $86.70 or	$45.48
Interest thereon	3.72
Deed from County	8.50
Appearence fee	10.00
Title search	27.27
Kenneth Lee(title examination (in Balto. City)	5.00

Filed Sept. 24, 1953

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Sheriff	$ 1.00
Advertising	12.46
Court Costs	6.50
Amount paid to county	63.69
Additional to McLane	75.00
	$258.62

And upon payment of the aforegoing items, the property mentioned in said petition be discharged from the effect of these proceedings and the present tax title holders execute unto John W. Kreis and Elnora Kreis, their heirs or assigns, a quit claim deed conveying their right, title and interest in and to the aforementioned parcels of land.

Judge

I hereby agree to the passage of the aforegoing order.

Attorney for Complainant

CARL W. McLANE and CATHERINE D. McLANE * IN THE CIRCUIT COURT
*
vs * FOR
* ANNE ARUNDEL COUNTY
*
HARRY G. WISE, et al and JOHN WESLEY GRAY * EQUITY NO. 10,674
*

* * *

ESTIMATE OF AMOUNT REQUIRED TO REDEEM LOTS 1, 2 and 3, section U, Glen Burnie Heights, Maryland

Items payable to the Collector account of County Commissioners:

Amount of purchase for County Commissioners as shown by certificate of sale Plaintiff's Exhibit 12	$ 9.00
20 years interest and penalties on 9.00 (1933-1953)	10.80
10 years taxes with interest and penalties (1933-1942 incl.)	17.25
Total amount payable to Collector account of County Commissioners.	$ 37.05

Filed 24 Sept, 1953.

Items payable to the Collector account of Benjamin W. McLane and Mary E. McLane (wife) :

10 years taxes with interest and penalties (1943-1952 incl.)						$ 16.14
1948	A.A.Co.	San. Com.	Water	benefits	Lt. 1	2.06
"	"	"	"	"	" 2	2.40
"	"	"	"	"	" 3	3.20
1949	"	"	"	"	" 1	2.06
"	"	"	"	"	" 2	2.40
"	"	"	"	"	" 3	3.20
1950	"	"	"	"	" 1	2.06
"	"	"	"	"	" 2	2.40
"	"	"	"	"	" 3	3.20
1951	"	"	"	"	" 1	2.06
"	"	"	"	"	" 2	2.40
"	"	"	"	"	" 3	3.20
1952	"	"	"	"	" 1	2.06
"	"	"	"	"	" 2	2.40
"	"	"	"	"	" 3	3.20
1953	"	"	Water & Sewer		" 1	5.27
"	"	"	"	"	" 2	6.15
"	"	"	"	"	" 3	8.20
Total amount payable to Collector account of Benjamin W. McLane and Mary E. McLane (wife).....						$ 74.06

Items payable to the Collector account of Carl W. McLane and wife:

1 years taxes (1953)	$ 7.92
Fire taxes (1953)	.18

Total amount payable to Collector account
Of Carl W. McLane and wife . . . . . $ 8.10

Total amount payable by John Wesley Gray to Collector $119.21

Costs of proceedings are specified under Code - Article 81 sections 108 - 109.

Respectfully submitted,

Linwood L. Clark,
Attorney for John Wesley Gray

This is to certify that a copy of the above Estimate was personally served on Marvin I. Anderson, Esq.

Linwood L. Clark

GRAY

TAX SALE # 2483

Lots 1 - 2 - 3

Sold to Co. 10-11-32	$45.00	
Int. 10-11-32 to 10-11-53 on $45.00	56.70	$101.70
Attorney fee for title examination	25.00	
Advertising 1/11	12.50	
Court Cost	6.50	
App. fee for Plaintiff	5.00	
App. fee for Defendant	5.00	
Process	1.00	
Taxes accrued and paid by Mc Lane (see answer)	82.16	$137.16
	Total	$238.86

Filed 24 Sept, 1953.

NOTE: No interest included on taxes paid by Mc Lane

LILLY & HANSON — TAX SALE # 3161

Lots 13 to 25		
Sold to County for 6% interest	$34.25 ✓	
10-13-36 to 10-13-53	34.00 ✓	
		$68.25
Sold by Co. to Mc Lane $120.00 9-25-45		
Taxes accrued and paid by Mc Lane on 15 lots	71.52	
(see answer) Less 2/15 or $9.54	- 9.54	61.98 ✓
Attorney Fee for title examination	25.00	
Advertising Cost 1/11 of $137.52	12.50	
Court Cost	6.50	
App. for Plaintiff	5.00	
App. for Defendant	5.00	
Process	1.00	55.00 ✓
	Total	$185.23

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Filed 24 Sept., 1953.

NOTE: No interest included on taxes paid by Mc Lane

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

CARL W. McLANE, and CATHERINE D. McLANE,	:	
PLAINTIFFS.	:	
VS.	:	NO. 10,674 EQUITY
HARRY G. WISE, and others,	:	
DEFENDANTS.	:	

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ORDER OF COURT FIXING AMOUNT NECESSARY FOR THE REDEMPTION OF THE PROPERTY DESCRIBED IN TAX SALE CERTIFICATE NO. 1232.

Filed 22 Oct., 1953.

The matter of the petition of James D. Lilley and Ella Hanson filed herein May 2, 1953, praying the court to fix the amount necessary for them to pay in order to redeem the several lots described in Certificate of Tax Sale No. 1232 filed with the bill of complaint herein and marked "Complainants' Exhibit No. 9", coming on for hearing, and the plaintiffs having admitted in open court that the said James D. Lilley and Ella Hanson are entitled to redeem said lots, counsel were heard, and the proceedings read and considered.

It is, thereupon, this twenty-second day of October, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED:

(1) That the amount necessary for the redemption of the several lots described in said Tax Sale Certificate No. 1232 be, and the same is hereby, fixed at one hundred seventy-five and 23/100ths dollars ($175.23) as follows, that is to say:

Amount bid by the County Commissioners of Anne Arundel County for said lots, 10/13/36,...	$ 34.25
Interest thereon for 17 years,.....	34.00
Amount carried forward,.....	$ 68.25

Balance brought forward,.....	$ 68.25
Attorney's fee for examination of title,.....	25.00
One-eleventh of the cost of publishing the Order of Publication in this case,.....	12.50
Clerk's costs in this case,.....	6.50
Service of process in this case,.....	1.00
Taxes levied against said lots, and paid by the plaintiffs or their predecessors in title,.....	61.98
Total,.....	$175.23

(2) That the said James D. Lilley and Ella Hanson may redeem said lots by paying said sum of one hundred seventy-five and 23/100ths dollars ($175.23) to the Treasurer of Anne Arundel County.

(3) That upon such payment being made, said Treasurer shall (a) execute and deliver to the said James D. Lilley and Ella Hanson a Certificate of Redemption as provided for by § 90 of Article 81 of Flack's Annotated Code of 1951, and (b) pay over the whole of said amount to the plaintiffs in this case upon the surrender to him of said Certificate of Tax Sale No. 1232.

(4) That the plaintiffs be, and they are hereby, granted leave to withdraw said Certificate of Tax Sale No. 1232, with the assignment thereof endorsed on the back thereof, from the files of this case upon leaving a copy in its place.

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

CARL W. McLANE, and CATHERINE D. McLANE, PLAINTIFFS.	:	
VS.	:	NO. 10,674 EQUITY
HARRY G. WISE, and others, DEFENDANTS.	:	

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ORDER FIXING AMOUNT FOR REDEMPTION OF PROPERTY DESCRIBED IN TAX SALE CERTIFICATE NO. 1234.

Filed 22 Oct, 1953

The matter of the petition of John Wesley Gray filed herein April 28, 1953, praying for an order fixing the amount necessary for him to pay in order to redeem the several lots described in Certificate of Tax Sale No. 1234 filed with the bill of complaint herein marked "Complainants' Exhibit No. 12", coming on for hearing, and the plaintiffs having admitted in open court that the said John Wesley Gray named in said petition is the same John Wesley Gray named in said Certificate, and, as such, entitled to redeem said lots, counsel were heard, and the proceedings read and considered.

It is, thereupon, this twenty-second day of October, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED:

(1) That the amount necessary for the redemption of the several lots described in said Tax Sale Certificate No. 1234 be, and the same is hereby, fixed at two hundred twenty-eight and 86/100ths dollars ($228.86) as follows, that is to say:

Amount bid by the County Commissioners of Anne Arundel County for said lots, 10/11/32,.....$ 45.00

Amount carried forward,.....$ 45.00

///

Balance brought forward,	$ 45.00
Interest thereon for 21 years,	56.70
Attorney's fee for examining title,	25.00
One-eleventh of the cost of publishing the Order of Publication in this case,	12.50
Clerk's costs in this case,	6.50
Service of process in this case,	1.00
Taxes levied against said lots and paid by the plaintiffs or their predecessors in title,	82.16
Total,	$228.86

(2) That the said John Wesley Gray may redeem said lots by paying said sum of two hundred twenty-eight and 86/100ths dollars ($228.86) to the Treasurer of Anne Arundel County.

(3) That upon such payment being made, said Treasurer shall (a) execute and deliver to the said John Wesley Gray a Certificate of Redemption as provided for by § 90 of Article 81 of Flack's Annotated Code of 1951, and (b) pay over the whole of said amount to the plaintiffs in this case upon the surrender to him of said Certificate of Tax Sale No. 1234.

(4) That the plaintiffs be, and they are hereby, granted leave to withdraw said Certificate of Tax Sale from the files of this case upon leaving a copy thereof, with the assignment endorsed thereon, in its place.

Judge.

LIBER 86 PAGE 112

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1st, 1953

We hereby certify, that the annexed

Order Publication

Number 10,674

Carl W. McLane

was published in

Maryland Gazette

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

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

Filed 12 Nov, 1953.

No. 113

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

NO. 10,674 EQUITY—IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY CARL W. McLANE and CATHERINE D. McLANE vs. HARRY G. WISE, JAMES D. LILLEY, C. C. HANSON, AUGUST C. SCHMIDT, WORKMAN'S COOPERATIVE REALTY COMPANY, JOHN WESLEY GRAY, JOSEPH and SARAH GREENBERG, CHARLES H. WHEATLEY, LOTTIE M. WHEATLEY, EARL MONTGOMERY, CECELIA MONTGOMERY, JOHN BOEH, LOUIS B O E H, HEROSHI NAKAMURAS ADAM RAAB, JOHANNA RAAB, and all persons having or claiming to have any interest in the property hereinafter described.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property sold by the County Commissioners of Anne Arundel County to the Complainants or their predecessors in title:

A. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 5 and 6 in Section V, Plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G. W. Section 3, folio 193, and being the same property which was conveyed to Harry G. Wise by Workman's Cooperative Realty Company by deed dated January 16, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 28 folio 56.

B. All that lot of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 7 in Section V, Plat of Glen Burnie Heights, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly recorded in Plat Book G. W. Section 3, folio 193, and being the same property which was conveyed to Harry G. Wise by the Workman's Cooperative Realty Company by deed dated April 7, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 71 folio 51.

C. All those thirteen lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to James D. Lilley and C. C Henson by the Workman's Cooperative Realty Company by deed dated January 29, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 8 folio 208.

D. All those three lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 5, 6 and 7 in Section K, Plat of Glen Barnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to August C. Schmidt by Edmund A. Murphy by deed dated January 1920, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 15 folio 388.

E. All those five lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 3, 4, 8, 9 and 10 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to the Workman's Cooperative Realty Company by Joseph Schick, et al, by deed dated May 16, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 10 folio 389.

F. All those three lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 1, 2, and 3 in Section U, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to John Wesley Gray by the Workmen's Cooperative Realty Company by deed dated June 22, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 78 folio 192.

G. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 26 and 27 in Section U, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2 Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to Joseph and Sarah Greenberg by the Workman's Cooperative Realty Company by deed dated June 24, 1920, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 52 folio 94.

H. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots 26 and 27 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to Charles H. Wheatley and Lottie M. Wheatley by the Workman's Cooperative Realty Company by deed dated March 19, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S.R. No. 11 folio 434.

I. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 30 and 31 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to Earl Montgomery and Cecelia Montgomery by the Workman's Cooperative Realty Company by deed dated August 6, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 19 folio 281.

J. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 36 and 37 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to John Boeh and Louis Boeh by the Workman's Cooperative Realty Company by deed dated August 11, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18 folio 249.

K. All those two lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 38 and 39 in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to Heroshi Nakamura by the Workmen's Cooperative Realty Company by deed dated December 6, 1919, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 20.

L. All those eleven lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 40 to 50, inclusive, in Section V, Plat of Glen Burnie Heights, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-2, Plat 193, formerly Plat Book G. W. Section 3, folio 193, and being the same property conveyed to Adam Raab and Johanna Raab from the Workman's Cooperative Realty Company by deed dated November 20, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 59 folio 218.

The bill states, among other things, that the amounts necessary for redemption have not been paid although more than a year from the date of sale has expired.

It is thereupon, this 20 day of February, 1953, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the

5 DAY OF MAY, 1953,

and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd,
Clerk.

TRUE COPY TEST:
JOHN H. HOPKINS, 3rd, Clerk.

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CARL W. McLANE CATHERINE D. McLANE, his wife,	:	NO. 10,674 EQUITY
Plaintiffs	:	IN THE CIRCUIT COURT
VS.	:	FOR
HARRY G. WISE, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	
	:	

: : : : :

PETITION FOR DECREE PRO CONFESSO

Filed 12 Nov., 1953

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Carl W. McLane and Catherine D. McLane, his wife, by Marvin I. Anderson, their Attorney, respectfully shows:

1. That two "Non Sunt" have been returned against the following Defendants in the above entitled case:

Harry G. Wise
August C. Schmidt
Workman's Cooperative Realty Co.
Joseph and Sarah Greenberg
Charles H, and Lottie M. Wheatley
Earl Montgomery and Cecelia Montgomery
John and Louis Boeh

2. That said Defendants have neither appeared nor answered as required by the Order of Publication although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached.

WHEREFORE, your Petitioners pray that the Bill of Complaint be taken Decree Pro Confesso against said Defendants.

Marvin I. Anderson
Solicitor for Petitioners

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland; that two successive subpoenas having been returned "Non Sunt;" and the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is, thereupon, this 12th day of November, 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 Defendants.

Benjamin Michaelson
Judge

Filed 12 Nov, 1953.

CARL W. McLANE CATHERINE D. McLANE, his wife,	:	NO. 10,674 EQUITY
	:	IN THE
Plaintiffs	:	CIRCUIT COURT
VS.	:	FOR
HARRY G. WISE, et al,	:	ANNE ARUNDEL COUNTY
Defendants	:	
	:	

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 69 to 121, of the Annotated Code of Maryland, 1951 Edition.

It is, thereupon, this 16th day of December, 1953, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all the rights of redemption of the Defendants, Harry G. Wise, August C. Schmidt, Workman's Cooperative Realty Co., Joseph and Sarah Greenberg, Charles H. and Lottie M. Wheatley, Earl Montgomery and Cecelia Montgomery and John and Louis Boeh, or of anyone claiming by, from or under them, or any of them, in and to the property described in the Bill of Complaint and Certificate of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

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

Filed Dec. 16, 1953.

vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiffs, Carl W. McLane and Catherine D. McLane, his wife, as tenants by the entireties.

4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

5. That the Plaintiffs shall pay the cost of this proceeding.

Benjamin Michaelson
Judge

LIBER 86 PAGE 117

FLORENCE ELLZEY MASON, Parent and next friend of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infante R.F.D. #1 State Road Yarmouth, Maine	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY # 10,836 Equity
vs.	*	
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infante R.F.D. #1 State Road Yarmouth, Maine	*	

****

PETITION TO SELL INFANTS' PROPERTY

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of Florence Ellzey Mason, Parent and Next Friend of Jamee Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants, respectfully shows:

1. Both Plaintiff and Defendants are residents of Cumberland County, Maine.

2. Plaintiff is the mother of Defendants. Lois is thirteen years of age, Jamee is twelve years and Mason is ten.

3. Defendants are owners of undivided fractional interests in a tract of land in Anne Arundel County, containing 179 acres, more or less and which is described as follows:

> All that lot or parcel of land situate in the First Election District of Anne Arundel County known as "Cedar Park" or "West River" and more particularly described in a deed from Peter McCall, et al to James Cheston and Galloway Cheston, Trustees, etc., dated 23 April 1869 and recorded among the Land Records of Anne Arundel County in liber S.H. No. 3, folio 400, a certified copy of which is filed herewith marked "Plaintiff's Exhibit No. 1".

Filed 13 Oct., 1953.

SAVING AND EXCEPTING therefrom the four parcels or tracts which were conveyed by the following deeds:

1. Deed to Charles C. Glover, Jr. dated 10 September 1923 and recorded among the Land Records of Anne Arundel County in liber W.N.W. No. 68, folio 320, a certified copy of which is filed herewith, marked "Plaintiff's Exhibit No. 2".

2. Deed to Morris Hacker dated 25 January 1927 and recorded among the Land Records of Anne Arundel County in liber F.S.R. No. 10, folio 258, a certified copy of which is filed herewith, marked "Plaintiff's Exhibit No. 3".

3. Deed to J. F. H. Mayo and wife dated 23 February 1931 and recorded among the Land Records of Anne Arundel County in liber F.S.R. No. 87, folio 266, a certified copy of which is filed herewith, marked "Plaintiff's Exhibit No. 4".

4. Deed to Doylestown Trust Company, Trustees, etc., dated 12 December 1939 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 209, folio 454, a certified copy of which is filed herewith, marked "Plaintiff's Exhibit No. 5".

Their interests are as follows:

Lois Ellzey - 0.0027404
James Murray Ellzey, III - 0.0027404
Mason Graham Ellzey - 0.0027404

4. Defendants acquired their undivided fractional interests in the property from their father, James Murray Ellzey, Jr., who died intestate 8 September 1946. On 18 August 1953 the Orphans Court for Anne Arundel County issued Letters of Ancillary Administration on the estate of James Murray Ellzey, Jr. to E. Churchill Murray of Anne Arundel County. A certified copy of his letters is filed herewith, marked "Plaintiff's Exhibit No. 6". A certificate of publication of the notice to creditors is filed herewith, marked "Plaintiff's Exhibit No. 7".

5. Prior to the execution of the Agreement of Sale hereinafter referred to, E. Churchill Murray was the owner

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of an undivided 0.451082 interest in the property. By virtue of an Agreement of Sale, a conformed copy of which is filed herewith, marked "Plaintiff's Exhibit No. 8", E. Churchill Murray has acquired all of the remaining undivided fractional interests in the property.

6. The property is presently unproductive and unless a substantial amount of money is spent thereon it will remain so. Even if it should become productive, Defendants' interests in the net proceeds are so small as to be practically negligible. Plaintiff believes that the undivided fractional interests of Defendants in the property are without value on the open market. E. Churchill Murray has offered to acquire the interests of the Defendants for the sum of Three Hundred Dollars ($300.00). Under the circumstances, Plaintiff believes that it would be for the benefit and advantage of Defendants to sell their interests in the property and to invest the proceeds thereof in some productive fund for their benefit.

TO THE END, THEREFORE,

1. That the interests of the Defendants in said real estate may be sold.

2. That the Plaintiff may have such other and further relief as her case may require.

AND, as in duty bound, etc.

Solicitor for Petitioner

Florence Ellzey Mason
Parent and next friend of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants

Kate Dinsten (witness)

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FLORENCE ELLZEY MASON, Parent and next fried of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants R.F.D. #1 State Road Yarmouth, Maine	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY # 10,836 Equity
vs.	*	
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infants R.F.D. #1 State Road Yarmouth, Maine	*	

* * *

AUTHORITY REQUIRED BY SECTION 180 OF ARTICLE 16 OF THE ANNOTATED CODE OF MARYLAND

I HEREBY CERTIFY that I have read the petition bearing the above caption and that I understand the same. I hereby authorize William J. McWilliams, Esq., of the Anne Arundel County Bar to use my name as parent and next friend of my three children, to file the petition and to enter his appearance as solicitor for me.

WITNESS:

John R. Kemp v Florence Ellzey Mason

Filed 13 Oct., 1953.

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US Int. Reve $20 Stamp
WCM 28th April 1869

This Indenture made this twenty third day of April in the year eighteen hundred and sixty nine between Peter McCall and Jane B. McCall of the City of Philadelphia State of Pennsylvania, Peter McCall, Attorney for Hervey L. Strong and Sophia M. Strong of the County of Yazoo State of Mississippi, Wilson C. Mercer and Mary M. Mercer of the County of Anne Arundel State of Maryland of the first part and James Cheston and Galloway Cheston of the second part, Witnesseth whereas Thomas S. Mercer and Violetta Mercer his wife James Monroe Mercer and Ella Mercer his wife William R. Mercer and Mary Mercer his wife and George Douglas Mercer by their deed duly executed and acknowledged and recorded among the land records of Anne Arundel County in Liber G.E.G. No. 2 folio 419 &c. conveyed all their interest both at law and in equity in the Cedar Park at West River in Anne Arundel County to Jane B. McCall wife of Peter McCall Wilson C. Mercer and Mary M. Mercer and Sophia E. Mercer, and whereas by deed duly executed and acknowledged and recorded among the land records in Anne Arundel County in Liber G.E.G. No. 2 folios 398 &c. the said Jane B. McCall Peter McCall, Wilson C. Mercer, Sophia E. Mercer and Mary M. Mercer reconveyed to George Douglass Mercer a certain portion of said estate, consisting of thirty five acres as therein described,

And whereas the said George Douglas Mercer by his deed duly executed and acknowledged and recorded among the land records of Anne Arundel County in Liber S.H. No. 3 folio 187 &c conveyed the said thirty five acres of land to a certain Thomas Swann of the City of Baltimore - And whereas the said Thomas Swann and Elizabeth Swann his wife by their deed duly executed and acknowledged and recorded among the land records of Anne Arundel County in Liber S.H. No. 3 folios 384 &c. convey all the said thirty five acres of land to his nieces Sophia M. Strong, and Mary M. Mercer. Now this Indenture Witnesseth that the said Peter McCall and Jane B. McCall his wife Hervey L. Strong and Sophia M. Strong his wife by their Attorney

5' PLTF'S EXH. #1 Filed 13 Oct, 1953.

Peter McCall in pursuance of authority to him given by the said Hervey L. Strong and Sophia M. Strong his wife, by a certain power of Attorney dated on the fourth day of March eighteen hundred and sixty nine and recorded herewith, Mary M. Mercer and Wilson C. Mercer, for and in consideration of the sum of Twenty thousand dollars ($20,000 lawful money of the United States one half thereof to be paid in cash on the day of the delivery of this deed duly executed and acknowledged, and the balance thereof to be secured by the promissory notes of said Galloway Cheston endorsed by said James Cheston each for the sum of five thousand dollars ($5000) one payable in eighteen months, and the other payable in thirty months with interest payable semi annually from date, have granted bargained and sold, aliened released and confirmed, and by these presents do grant, bargain and sell, alien, release, and confirm, unto the said Galloway Cheston and James Cheston in trust for the sole and separate use of Fanny H. Murray wife of Doctor James H. Murray, with power to the said Trustees at any time hereafter at their discretion and with the consent of the said Fanny H. Murray to sell or otherwise dispose of said property, all that tract or parcel of land situate and being in Anne Arundel County in the State of Maryland, the same being a portion of the property devised by the late Miss Margaret Mercer and is composed of those parts of said Estate known as Barren Creek, Cox's Creek Field, Inspecting House Field, Shop Lot, The Orchard "Part of Grape Vine field" and the "Park excepting two and one half acres lying on the East side of said Park, which were assigned to Thomas S. Mercer and which said tract or parcel of land is contained within the following metes and bounds to wit: Beginning for the same at a large white oak tree standing on the north side and near the head of Inspecting Creek and running thence to exclude the aforesaid two and one half acres of the Park as follows, North forty one degrees fifteen minutes, West forty one perches to a Cedar post thence North thirty nine degrees west nineteen perches, North forty five,

and one half degrees, West twenty four perches to the road leading from R.S. Mercers by the park to the public road thence running up and bounding on said road as follows, South fifty five and three quarters degrees, West sixtyfive and one half perches, south fifty nine degrees West twenty and one half perches to a post set on the north edge of said road thence leaving the same and running to include part of "Grape Vine Field as follows, north thirty nine three quarter degrees, west one hundred and sixteen perches to a post on the north side of the Meadow, thence running up the north side and to include the Meadow as follows, south forty four degrees, West fifty and three quarter perches to a post set on the north side of the road leading from the public road to Cedar Park House, thence running and abounding on said road as follows south fifty six and one half degrees East six perches, south thirty seven degrees, east twenty three perches, south thirty two and a quarter degrees East twenty perches, south forty four degrees East thirty three perches, south thirty seven degrees, east twenty eight and one half perches, South twenty three degrees, east nine and one half perches, south forty six and one quarter degrees east, sixteen perches, south thirty three and one quarter degrees, east eight perches, south five and one quarter degrees East forty one and one quarter perches to a post, thence leaving said road and running to exclude the four acres of land referred to in a conveyance from James M. Mercer and wife to Richard Hardesty bearing date the fourteenth day of September in the year eighteen hundred and sixty six recorded in Liber G.E.G. No. 2 folios 409 &c one of the land record books of Anne Arundel County and which said four acres of land were given in consideration of four acres part of the Park held by the said James M. Mercer and conveyed by him in said deed to Jane B. McCall Mary M. Mercer, Sophia E. Mercer and Wilson C. Mercer, south eight degrees east twenty perches to a post, thence south sixty five and three quarter degrees West thirty five and three quarter perches to intersect a line of the land owned by Col. George W. Hughes thence running with and bounding on said

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land south fifty seven degrees East, eight and one quarter perches, to the head of a branch emptying into the head of Talbots Creek thence running down and bounding on said branch as follows, south two and one half degrees east eight perches, south twelve and three quarter degrees, east twelve perches, South ten degrees, West nine and one quarter perches, south twenty five and one half degrees, east fifteen and one quarter perches, south forty degrees east nine and one half perches, south sixty three and one half degrees east six and one half perches, south seventy one and three quarter degrees, east six perches, south sixty one and one half degrees, east twenty seven and one half perches, south forty two degrees, east thirty six perches, south fifty five and one quarter degrees, east twenty five perches, south seventy three and a quarter degrees, east seven and one quarter perches to the head of the said Talbotts Creek thence running down and bounding on said Creek as follows, North fifty four and one half degrees, east nine and one quarter perches, North thirty three degrees east four perches, north seventy six and one quarter degrees East, eight and one half perches, south Seventy seven and three quarter degrees East four perches, north sixty nine and one half degrees east fifteen perches, North forty five and one half degrees east three and one half perches, North sixteen and one half degrees West twelve and one half perches, North forty degrees, east eight perches, south fifty nine and one quarter degrees, east ten and one half perches, south twenty two and one half degrees, east seven perches, south fifty one degrees east seven and one half perches, south two and three quarter degrees, east nine and one half perches, south fifty seven degrees east six perches, south forty four degrees East five and one quarter perches, South ten and one half degrees East six and one half perches, north seventy three degrees east sixteen perches, North eight and one half degrees, West eight perches, north thirteen degrees west seven perches, North forty nine and one half degrees East six perches, South thirty four and three quarter degrees, east nine perches, south twenty three and

three quarter degrees, East ten perches, south forty two and three quarter degrees, east four perches, north eighty nine and one half degrees, East four and one half perches, south thirty four degrees West six and one quarter perches, south sixty one and one quarter degrees West six and one quarter perches, south three and one half degrees, West five and one quarter perches, south twenty seven and one half degrees East twelve and three quarter perches south sixty two and one half degrees, east eleven and one half perches, south fifty two and one half degrees East nine and one half perches, south forty degrees East seven perches, south twenty four and one quarter degrees east, eleven and one half perches, south sixteen and one quarter degrees, West ten perches, south twenty five and one half degrees west sixteen and one half perches, South twelve and three quarter degrees east eight perches North eighty nine and one half degrees east seven and one half perches south sixty three and one half degrees, east nine perches North eighty five and one quarter degrees East six perches, south eighty four and three quarter degrees East five perches, south nineteen degrees East ten perches, south sixty six and one half degrees east four and three quarter perches, North sixty six and one half degrees east thirteen perches, North thirty seven and one half degrees, east twenty one perches, North fifty six and three quarter degrees east nineteen perches to West River, thence running down and bounding on said river as follows, North two and one half degrees west fifteen and one half perches, North six and three quarter degrees West eighteen perches, north two degrees, West twenty seven perches, North ten and three quarter degrees, West twenty one perches, North one quarter degree, West seventeen perches, North five and three quarter degrees east thirteen and one half perches, North twenty three and one half degrees, east eight perches, north one and one half degrees, East twenty six perches, North four and three quarter degrees, West Seven perches, north two and a quarter degrees east twenty five perches, North three

and one half degrees, east nineteen and one quarter perches to Inspecting Creek, thence running up and bounding on said Creek as follows, south forty three and one quarter degrees, West eighteen perches, south sixty three and one half degrees, West nine perches, south sixty nine and one half degrees West eleven and three quarter perches, south seventy nine and one quarter degrees, West fifteen perches, North seventy three degrees, west six and one half perches North thirteen and one half degrees, West sixteen perches, North thirty three degrees, West sixteen perches, North forty two and a quarter degrees, West six and three quarter perches South fifty five and one half degrees West, thirteen and one quarter perches south fourteen and one half degrees West, four and one half perches, south six degrees East, four and one half perches, south thirty five degrees, West six and one half perches, North thirty seven and one half degrees, West seven and one half perches, north seventy eight degrees, west eight perches, south thirty eight degrees, West six perches, south sixty nine and three quarter degrees West eight perches, south six and one quarter degree, West six and one half perches, North seventy and one half degrees West eleven and one half perches, North twenty four degrees east six and one quarter perches, North seven and three quarter degrees West seven perches, North thirty one and three quarter degrees, east nine and one half perches, North seventy eight degrees East six and three quarter perches, north eighteen and one half degrees east five and one half perches, north sixty one and three quarter degrees, east four and three quarter perches, North thirty one and one half degrees East six and three quarter perches, north sixty eight and three quarter degrees east sixteen perches, North thirty six and one quarter degrees East nine and one quarter perches north fifty four and one half degrees east three and three quarter perches north twenty degrees east thirty three and one half perches, north sixty five and one half degrees West thirteen perches, north seventy degrees west ten perches north fifty five and one half degrees,

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West five perches, north eighty seven and one half degrees, West four perches, south eighty three degrees West eleven perches, north forty nine degrees West seven and one half perches north sixty four and one quarter degrees, West fifteen and one half perches North twenty and three quarter degrees east nine perches, north forty two and three quarter degrees west seven and four tenths perches to the beginning White Oak Tree containing and laid out for four hundred and sixteen acres of land more or less.

Together with all and singular the ways waters, water courses rights liberties, privileges hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining and reversions, and remainders rents issues and profits thereof and all the estate right, title interest property claim and demand whatsoever of the said parties of the first part in law and equity or otherwise howsoever, of in and to the same and every part thereof. And the said parties of the first part for themselves their heirs executors and administrators, covenant with the said parties of the second part their heirs and assigns that they will specially warrant the property hereby conveyed, and that they will execute such further assurances as may be requisite.

In Testimony whereof the said parties of the first part have hereunto set their hands and seals on the day and year first herein before written.

Signed sealed and delivered in the)	Peter McCall (Seal)
presence of)	Jane B. McCall (Seal)
Edith McCall Wm. McLean as to all)	Peter McCall atty. for (Seal)
the parties except Wilson C. Mercer)	Henry L. Strong and
Nathaniel Chew as to W.C. Mercer)	Sophia M. Strong
	Wilson C. Mercer (Seal)
	Mary M. Mercer (Seal)

State of Pennsylvania City and County of Philadelphia SS

Be it remembered that on this twenty third day of April A.D. 1869, before me the subscriber a Notary Public for the Commonwealth of Pennsy.vania residing in the City of Philadelphia personally

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appeared Peter McCall and Jane B. McCall his wife Peter McCall attorney for Hervey L. Strong and Sophia M. Strong and Mary M. Mercer to me known to be the individuals named in and who executed the foregoing deed of conveyance and respectively acknowledged the same to be their act and deed and that they executed the same, the said Peter McCall Attorney aforesaid also acknowledging it to be the act and deed of his said constituents by him done in pursuance of the above mentioned power of Attorney - And the said Jane B. McCall having been by me first privately examined out of the presence and hearing of her husband declared that she did execute and acknowledge the same freely and voluntarily and without being induced to do so by fear or threats of or ill usuage, by her said husband or by fear of his displeasure, and then and therein my presence did sign and seal the same out of the presence and hearing of her husband.

(SEAL) In Witness whereof I have hereunto set my hand and Notarial seal the day and year aforesaid.

Wm. McLean Notary Public

State of Maryland Anne Arundel County to wit

I hereby certify that on this 28th day of April A.D. 1869, before the subscriber a Justice of the Peace of said State in and for the county aforesaid personally appeared Wilson C. Mercer and acknowledged the aforegoing deed to be his act.

Nathaniel Chew

Recorded 7th day of May 1869.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby certify, that the aforegoing Deed was truly taken and copied from Liber S.H. No. 3 Folio 400 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 16th day of September, 1953.

John H. Hopkins 3rd.
Clerk

(Rev. Stamp $29.50)

THOS DEED, Made this 10th day of September in the year one thousand nine hundred and twenty three, by and between Elizabeth C. Murray, unmarried, William T. Murray, and Nannie C. Murray, his wife, James H. Murray and Susie H. Murray, his wife, M. Graham Elzey and Mary S. Elzey, his wife, all of Anne Arundel County, State of Maryland; James M. Elzey and Sallie M. Elzey, his wife, of the City of Philadelphia, State of Pennsylvania, Helen M. Elzey, unmarried, Mary P. Van Doren and Jacob Van Doren her husband, and Fanny C. Elzey, unmarried, all of Richmond Virginia, William T. Murray, Jr., and Edmonia C. Murray, his wife, E. Churchill Murray unmarried, of Anne Arundel County, State of Maryland, Fenwick H. Murray and Florence Murray, his wife, of the City of Sumpter, State of South Carolina, all parties of the first part (the said William T. Murray, Jr. and wife, E. Churchill Murray and Fenwick H. Murray and wife, are uniting herein to convey any interest they may have or be supposed to have in the property hereinafter described) and Charles C. Glover, Jr. of Washington, District of Columbia, party of the second part.

Witnesseth:- That in consideration of the sum of One Dollar, and other valuable considerations, paid to each of the parties hereto, the receipt whereof is hereby acknowledged, the said parties of the first part, according to their several and respective interests and estates, do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, all that parcel of land. situate in the First Election District of Anne Arundel County, State of Maryland, known as the southerly portion of Cedar Park situate on the West shore of West River, described as follows;;

BEGINNING for the same at a large Black Walnut tree bearing south forty one degrees fifty minutes east thirty three and three-tenths feet from an angle in the centre line of a road, said road being described in a deed dated April 23, 1869, between Peter McCall et al, of the first part and James Cheston et al of the second part, and recorded in Liber S.H. 3 folio 400, Anne Arundel County, Maryland, the aforementioned angle in the road being at the southerly end of a boundary line described in said deed

13 PLTFS EXH. #2 Filed 13 Oct, 1953.

as being south five and one-quarter degrees east forty one and onequarter perches; thence north forty one degrees fifty minutes west thirty-three and three tenths feet to said angle in said road; thence south sixty nine degrees west two hundred and seventy feet with the center of road; thence leaving said road south eight degrees five minutes east three hundred and thirty-eight feet with a fence line to an angle in same; thence south sixty seven degrees west two hundred and forty feet with a fence passing by the northerly face of a large poplar tree at one hundred and seventy six feet along said bearing, the end of said bearing, being sixty four feet beyond said tree; thence south twenty three degrees five minutes east one hundred and fourteen and seven tenths feet to the head of a branch emptying into Talbot's Creek; thence down said branch with the following eleven courses and distances; South 1 degree east one hundred and thirty-two feet; south eleven degrees fifteen minutes east one hundred and ninety eight feet; south eleven degrees thirty minutes west one hundred and fifty two and six tenths feet; south twenty four degrees east two hundred and fifty one and six tenths feet; south thirty eight degrees thirty minutes east one hundred and fifty six and eight tenths feet; south sixty two degrees east one hundred and seven and two tenths feet; south seventy degrees fifteen minutes east ninety nine feet, south sixty degrees east four hundred and fifty-three and seven tenths feet; south forty degrees thirty minutes east five hundred and ninety- four feet; south fifty three degrees forty five minutes east four hundred and twelve and five tenths feet; south seventy one degrees forty five minutes east one hundred and nineteen and six tenths feet; to the head of Talbot's Creek. The aforementioned eleven courses and distances are the same as described in above mentioned deed with the exception that the courses have been changed on account of magnetic variation, the old description being followed and re-established as closely as possible; thence with the northerly and easterly shore of Talbot's Creek the following forty-three courses and distances: North fifty six degrees east one hundred and fifty two and six tenths feet; north thirty four degrees thirty minutes east sixty six feet; north seventy-seven degrees forty five minutes east one hundred and forty and two tenths feet; south seventy-six

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degrees fifteen minutes east sixty six feet; north seventy one degrees east two hundred and forty seven and five tenths feet; north forty seven degrees east fifty seven and eight tenths feet; north fifteen degrees west two hundred and six and two tenths feet; north forty one degrees thirty minutes east one hundred and thirty two feet; south fifty seven degrees forty five minutes east one hundred and seventy three and two tenths feet; south twenty one degrees east one hundred and fifteen and five tenths feet; south forty nine degrees thirty minutes east one hundred and twenty three and eight tenths feet; south one degree fifteen minutes east one hundred and fifty six and eight tenths feet; south fifty five degrees thirty minutes east ninety nine feet; south forty two degrees thirty minutes east eighty six and six tenths feet; south nine degrees east one hundred and seven and two tenths feet; north seventy-four degrees thirty minutes east two hundred and sixty four feet; north seven degrees west one hundred and thirty two feet; north eleven degrees thirty minutes west one hundred and fifteen and five tenths feet; north fifty one degrees east ninety nine feet; south thirty three degrees fifteen minutes east one hundred and forty eight and five tenths feet; south twenty two degrees fifteen minutes east one hundred and sixty five feet; south forty one degrees fifteen minutes east sixty six feet south eighty nine degrees east seventy four and two tenths feet south thirty five degrees thirty minutes west one hundred and three and one tenth feet; south sixty two degrees and forty five minutes west one hundred and three and one tenth feet; south five degrees west eighty six and six tenths feet; south twenty six degrees east two hundred and ten and four tenths feet; south sixty one degrees east one hundred and eighty nine and eight tenths feet; south fifty one degrees east one hundred and fifty six and eight tenths feet; south thirty eight degrees thirty minutes east one hundred and fifteen and five tenths feet; south twenty two degrees ofrty five minutes east one hundred and eighty nine and eight tenths feet; south seventeen degrees forty five minutes west one hundred and sixty five feet; south twenty seven degrees west two hundred and seventy two and two tenths feet; south eleven degrees fifteen minutes east one hundred and thirty two feet; south eighty nine degrees east one hundred and twenty

15'

three and eight tenths feet; south sixty two degrees east one hundred and forty eight and five tenths feet; north eighty six feet forty five minutes east ninety nine feet; south eighty three degrees fifteen minutes east eighty two and five tenths feet; south seventeen degrees thirty minutes east one hundred and sixty five feet; south sixty five degrees east seventy eight and four tenths feet; north sixty eight degrees east two hundred and fourteen and five tenths feet; north thirty nine degrees east three hundred and forty six and five tenths feet, north fifty eight degrees fifteen minutes east three hundred and thirteen and five tenths feet to the west shore of West River at which point a sand bar has been formed extending along Talbot's Creek a distance equivalent to the sum of the last three mentioned courses and distances and projecting unto aforesaid Creek several hundred feet, the intent of this description being to include said sand bar as a part and parcel of the mainland; thence with the westerly shore of West River the following eleven courses and distances; North one degree west two hundred and fifty five and seven tenths feet; north five degrees fifteen minutes west two hundred and ninety seven feet; north no degrees thirty minutes west four hundred and forty five and five tenths feet north nine degrees fifteen minutes west three hundred and forty six and five tenths feet; north one degree fifteen minutes east two hundred and eighty and five tenths feet; north seven degrees fifteen minutes east two hundred and twenty two and seven tenths feet; north twenty five degrees east one hundred and thirty two feet; north three degrees east four hundred and twenty nine feet; north three de------ fifteen minutes west one hundred and fifteen and five tenths feet; north three degrees forty five minutes east four hundred and twelve and five tenths feet; north five degrees east three hundred and seventeen and six tenths feet to the south shore of Inspecting Creek; thence with the south shore of Inspecting Creek south forty one degrees five minutes west one hundred and eighty five and seven tenths feet; south sixty two degrees fifty minutes west two hundred and forty eight feet; south seventy two degrees fifteen minutes west one hundred and seventy feet; west two hundred and eighty feet to a large stake; thence leaving the shore line of Inspecting Creek, south thirty one degrees twenty five minutes west two hundred and ninety

seven feet to a point which bears north thirty one degrees twenty five minutes east ninety two feet from the center of a large Pin Oak tree located in a swale draining into Inspecting Creek; thence leaving said point north eighty six degrees twenty minutes west two thousand five hundred and fifty five feet to gas pipe driven at a fence corner; thence continuing with the same bearing north eighty six degrees twenty minutes west three hundred and seventy feet; thence north sixty three degrees twenty minutes west two hundred and sev seventy feet to a gas pipe; thence north forty eight degrees forty minutes west three hundred feet to a gas pipe; thence north ten degrees thirty minutes west four hundred and ninety two feet to the Black Walnut Tree being the point of beginning. Containing two hundred acres of land, more or less, Bearing magnetic. Being a part of the property which by deed dated April 23, 1869 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 3 folio 400, was granted and conveyed by Peter McCall and others to James Cheston and Galloway Cheston, in trust for the sole and seperate use of Fanny H. Murray, wife of Dr. James H. Murray. The said Fanny H. Murray died on or about June 1902, and said trust became executed and under the last will and testament of said Fanny H. Murray, recorded in the Orphan's Court of Anne Arundel County in Wills Liber R.B. No. 45 folio 122, the said testatrix directed that said property should be the home of her unmarried children, and if they should think best to dispose of it, then the proceeds to be equally divided between all the children.

The persons entitled under said will at the time of the death of said Fanny H. Murray were her six children, viz: Fanny C. Murray, Alice M. Murray, Margaret C. Murray, William T. Murray, Elizabeth C. Murray, and James H. Murray and five grandchildren being the children of Mrs. Elzey, a deceased daughter of said Fanny H. Murray, viz: James M. Elzey, M. Graham Elzey, Helen M. Elzey, Mary P. Elzey, who married Jacob Van Doren, and Fanny C. Elzey.

Fanny C. Murray, Alice M. Murray and Margaret C. Murray have since departed this life and under the terms of the will of Fanny C. Murray proved May 15, 1906, recorded in R.B. No. 1, folio 362, the residue of her estate was devised to her two brothers, William T. Murray and James H. Murray, the five children above named of Mrs. Elzey, William T. Murray

Jr., Fenwick H. Murray and James H. Murray, Jr., Sons of William T. Murray, her brother, (the said James H. Murray, Jr., died intestate unmarried and without issue in the year 1913) and E. Churchill Murray, sone of her brother James H. Murray, so that each should receive an equal one-eleventh part of said residue. It being doubtful of the residuary devise under said will would be effective, as to the children of her two brothers by reason of the devise under the will of her mother, Fanny H. Murray, directing the proceeds of sale to be equally divided among her children, and to remove said doubt, the said children of her two brothers, William T. Murray and James H. Murray unite herein to convey whatever interest they may have or be supposed to have, under the devise aforesaid.

The said Alice M. Murray and Margaret C. Murray have also departed this life and under the terms of their respective wills recorded in Anne Arundel County in Wills Liber O.B.D. No. 2 folios Nos. 274 and 409, their interests in said property was devised to their brothers and sisters and the children of their deceased sister, Mrs. Elzey.

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 Charles C. Glover, Jr. his heirs and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the property hereby granted and conveyed, and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors.

Test:
John H.Hopkins,Jr.
Test:-
John H. Hopkins, Jr.
John H. Hopkins, Jr.
John H. Hopkins, Jr.
John H. Hopkins, Jr.
John H. Hopkins, Jr.
John H. Hopkins, Jr.

Elizabeth C. Murray (Seal)
William T. Murray (Seal)
Nannie C. Murray (Seal)
James H. Murray (Seal)
Susue H. Murray (Seal)
M. Graham Elzey (Seal)
Mary S. Elzey (Seal)

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Charles A. Hurstberger	James M. Elzey _____
Charles A. Hurstberger	Murray Elzey (Seal)
Thelma A. Dewell	Tallie M. Ellzey (Seal)
Thelma A. Dewell	Helen M. Ellzey (Seal)
Thelma A. Dewell	Mary P.Van Doren (Seal)
Thelma A. Dewell	Jacob Van Doren (Seal)
John H. Hopkins, Jr.	Fannie C. Ellzey (Seal)
John H. Hopkins, Jr.	William T.Murray, Jr. (Seal)
John H. Hopkins, Jr.	Edmonia C. Murray (Seal)
Raymon Schwartz	E. Churchill Murray (Seal)
Test:-	Fenwick H. Murray (Seal)
Raymond Schwartz	Florence Murray (Seal)

State of Maryland, Anne Arundel County, to-wit:

I hereby certify that on this 10th day of September in the year one thousand nine hundred and twenty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Elizabeth C. Murray, William T. Murray, Nannie C. Murray, his wife, James H. Murray, Susie H. Murray, his wife, M. Graham Elzey and Mary S. Elzey, his wife, William T. Murray, Jr., and Edmonia C. Murray, his wife, and E. Churchill Murray ten of the within named grantors, and severally acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial seal.

(Notary Seal) John H.Hopkins, Jr.

Notary Public.

State of Pennsylvania, County of Philadelphia, to-wit:

I hereby certify that on this Fourth day of September in the year one thousand nine hundred and twenty three before me the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid personally appeared James M. Elzey and Sallie M. Elzey, his wife, two of the within named grantors, and severally acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial seal.

(NOTARY SEAL)

Charles A.Hursberger
Notary Public
Charles A. Hursberger
Notary Public
My commission expires January 21, 1925.
Chestnut Hill, Phila.

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State of Virginia, City County of Richmond, to-wit:-

I hereby certify that on this 27th day of August in the year one thousand nine hundred and twenty three, before me, the subscriber, a Notary Public of the State of Virginia, in and for City aforesaid, personally appeared Helen M. Elzey, Mary P. Van Doren and Jacob Van Doren, her husband, and Fanny C. Elzey, four of the within named grantors and severally acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

NOTARY SEAL.
My commission espires Mar. 16, 1924.

Thelma A. Dewell
Notary Public

State of South Carolina, County of Sumter, to-wit:

I hereby certify that on this 29th day of August in the year one thousand nine hundred and twenty three, before me, the subscriber, a Notary Public of the State of South Carolina, in and for County aforesaid, personally appeared Fenwick H. Murray and Florence Murray, his wife, two of the within named grantors, and severally acknowledged the aforegoing deed to be their respective act.

Witness my hand and Notarial Seal.

(NOTARY SEAL)

Raymon Schwartz
Notary Public

My commission expires at pleasure of Governor.

Recorded 26th September 1923 at 9 o'clock A.M.

State of Maryland, Anne Arundel County, Sct:

I hereby certify that the foregoing Deed was truly taken and copied from Liber W.N.W. No. 68, folio 320, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 15th day of September, A.D. 1953.

John H. Hopkins, 3rd CLERK.
John H. Hopkins, 3rd.

This Deed, Made this 25th day of January in the year one thousand nine hundred and twenty seven by and between Elizabeth C. Murray, unmarried, William T. Murray and Nannie C. Murray, his wife, James H. Murray, widower, and M. Graham Ellzey and Mary N.S. Ellzey, his wife, all of Anne Arundel County, State of Maryland; James Murray Ellzey and Sallie M. Ellzey, his wife, of the City of Philadelphia, State of Pennsylvania; Helen M. Ellzey, unmarried, Mary R. Van Doren and Jacob Van Doren, her husband and Fanny C.Ellzey, unmarried, all of the City of Richmond, State of Virginia, William T. Murray Jr. and Edmonia C. Murray, his wife, and E. Churchhill Murray and Majorie Burwell Murray, his wife, all of Anne Arundel County, State of Maryland, and Fenwick H. Murray and Florence Nash Murray, his wife, of the City of Sumter, State of South Carolina, all parties of the first part (the said William T. Murray Jr. and wife E. Churchill Murray and wife, and Fenwick H. Murray and wife, are uniting herein to convey any interest they may have or be supposed to have in the property hereinafter described), and Morris Hacker, of the District of Columbia, party of the second part:

Witnesseth, That, the said parties of the first part, for and in consideration of the sum of One Thousand (1000) Dollars to them paid by the said party of the second part, do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee-simple, the following described land and premises, together with the improvements, easements and appurtenances thereunto belonging, being part of Cedar Park, situate in the First Election District, Anne Arundel County, State of Maryland and described by metes and bounds, as follows, to-wit:

Beginning for the same at a stone set in the last line of a conveyance from Elizabeth C. Murray and others, to Charles C. Glover, Jr. dated September 10, 1923 and recorded September 26th 1923 in Liber W.N.W. No. 68 folio 320, of the Land Records of Anne Arundel County, State of Maryland, and at a point in said last line of said conveyance distant one hundred and sixty-nine and twenty-six

PLTF'S EXH #3 -1- Filed 13 Oct, 1953.

hundredths (169.26) feet from a black walnut tree at the end of said line, and running thence from said beginning point and leaving the outline of said conveyance to said Glover, South forty degrees, thirty minutes (40° 30') East, one hundred and thirteen and twenty-five thousandths (113.025) feet to a locust post; thence South Sixty-seven degrees, thirty minutes (67° 30') East, one hundred and twenty-four and one hundred and forty-five thousandths (124.145) feet to a post; thence South Sixty-nine degrees forty-five minutes (69° 45') East, Eighty-nine and seventy-six hundredths (89.76) feet to a post; thence South Thirty six degrees, thirty minutes (36°30') East, Fifty-six and ten hundredths (56.10) feet to a post planted two feet East of a dead locust tree; thence South seven degrees, thirty minutes (7°30') West, three hundred and thirty (330) feet to a post in the outline of said conveyance to said Glover; thence bounding with the outline of said conveyance to said Glover and running North Fifty-nine degrees (59°) West twelve and fifty-four hundredths (12.54) feet to an iron pipe set in an angle in said conveyance to said Glover; thence still bounding with said conveyance to said Glover and running North Forty-five degrees, thirty minutes (45° 30') West, three hundred (300) feet to an iron pipe in another angle in said conveyance to said Glover; and thence still bounding with said conveyance to said Glover and running along the last line thereof North Seven degrees, thirty two minutes (7°32') West, Three hundred and twenty two and seventy-four hundredths (325.74) feet to the place of beginning. Containing One and nine thousand four hundred and thirty-eight ten-thousandths (1.9438) acres of land more or less.

Said described parcel of land being in accordance with a Survey made October 11th 1926 by John Shepherd, Surveyor.

Together with right-of-way for ingress and egress over a strip of land twenty (20) feet wide extending northerly from the most northerly part of the hereinbefore described land and premises and bounding along the last line of said conveyance to Charles C. Glover, Jr. and running to the County Road.

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Being a part of the property which by deed dated April 23, 1869, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 3 folio 400, was granted and conveyed by Peter McCall and others to James Cheston and Galloway Cheston in trust for the sole and separate use of Fanny H. Murray, wife of Dr. James H. Murray. The said Fanny H. Murry died on or about June 1902 and said trust become executed, and under the last will and testament of said Fanny H. Murray, recorded in the Orphan's Court of Anne Arundel County in Wills Liber R.B. No. 45 folio 122, the said testatrix directed that said property should be the home of her unmarried children, and if they should think best to dispose of it, then the proceeds to be equally divided between all the children.

The persons entitled under said will at the time of the death of said Fanny H. Murray were her six children, viz: Fanny C. Murray, Alice M. Murray, Margaret C. Murray, William T. Murray, Elizabeth C. Murray and James H. Murray, and five grandchildren being the children of Mrs. Ellzey, a deceased daughter of said Fanny H. Murray, viz: James Murray Ellzey, M. Graham Ellzey, Helen M. Ellzey, Mary R. Ellzey who married Jacob Van Doren, and Fanny C. Ellzey.

Fanny C. Murray, Alice M. Murray and Margaret C. Murray have since departed this life and under the terms of the will of Fanny C. Murray, proved May 15th 1906 and recorded in R.B. No. 1, folio 363, the residue of her estate was devised to her two brothers, William T. Murray and James H. Murray, the five children above-named of Mrs. Ellzey, William T. Murray, Jr., Fenwick H. Murray, and James H. Murray Jr., sons of William T. Murray, her brother (the said James H. Murray, Jr. died intestate, unmarried and without issue in the year 1913) and E. Churchill Murray, son of her brother James H. Murray, so that each should received an equal one-eleventh part of said residue. It being doubtful if the residuary devise under said will would be effective, as to the children of her two brothers by reason of the devise under the will of her mother, Fanny H. Murray, directing the proceeds of sale to be equally divided among her children, and to remove said doubt, the said children of her two brothers,

William T. Murray and James H. Murray unite herein to convey whatever interest they may have or be supposed to have under the devise aforesaid.

The said Alice M. Murray and Margaret C. Murray have also departed this life and under the terms of their respective wills recorded in Anne Arundel County in Wills Liber O.B.D. No. 2 folios Nos. 274 and 409, their interests in said property was devised to their brothers and sisters and the children of their deceased sister, Mrs. Ellzey.

To Have And To Hold the said described land and premises, with the improvements, easements and appurtenances, unto and to the use of the said Morris Hacker, his heirs and assigns, in fee-simple.

And the said parties of the first part hereby covenants to warrant specially the property hereby conveyed and to execute such further assurances of said land as may be requisite.

In Testimony Whereof, on the day and year first hereinbefore written, the said parties of the first part have hereunto set their hands and seals.

Signed, sealed and delivered

in the presence of:	Elizabeth C. Murray	(Seal)
John H. Hopkins, Jr.	William T. Murray	(Seal)
John H. Hopkins, Jr.	Nannie C. Murray	(Seal)
John H. Hopkins, Jr.	James H. Murray	(Seal)
John H. Hopkins, Jr.	M. Graham Ellzey	(Seal)
John H. Hopkins, Jr.	Mary N.S. Ellzey	(Seal)
Jos. M. Jennings	Murray Ellzey	(Seal)
Jos. M. Jennings	Sallie M. Ellzey	(Seal)
W.L. Wills	Helen M. Ellzey	(Seal)
W.L. Wills	Mary R. Van Doren	(Seal)
W.L. Wills	Jacob Van Doren	(Seal)
W.L. Wills	Fannie C. Ellzey	(Seal)
John H. Hopkins, Jr.	William T. Murray	(Seal)
John H. Hopkins, Jr.	Edmonia C. Murray	(Seal)

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John H. Hopkins, Jr. E. Churchill Murray (Seal)
John H. Hopkins, Jr. Marjorie Burwell Murray (Seal)
W.J. Crowson Jr. Fenwick H. Murray (Seal)
W.J. Crowson Jr. Florence Nash Murray (Seal)

State of Maryland County of Anne Arundel to wit:

I Hereby Certify that on this 25th day of January A.D. 1927 before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Elizabeth C. Murray, unmarried, William T. Murray and Nannie C. Murray his wife, James H. Murray, widower, M. Graham Ellzey and Mary N.S. Ellzey, his wife, William T. Murray Jr. and Edmonia C. Murray, his wife, and E. Churchill Murray and Marjorie Burwell Murray, his wife, ten of the within named Grantors, and severally acknowledged the aforegoing deed to be their respective act.

Witness my hand and Notarial Seal.

(Notarial Seal) John H. Hopkins Jr.
Notary Public

State of Pennsylvania, County of Philadelphia, to wit:

I Hereby Certify that on this eighth day of February A.D. 1927 before me the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared James Murray Ellzey and Sallie M. Ellzey his wife, two of the within named Grantors, and severally acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) Jos. M. Jennings
Notary Public

Notary Public My comm. expires Feb. 10th 1929.

State of Virginia, City of Richmond, to wit:

I Hereby Certify that on this 29th day of Jan. A.D. 1927 before me the subscriber, a Notary Public of the State of Virginia, in and for the County aforesaid, personally appeared Helen M. Ellzey, unmarried, Mary R. Van Doren and Jacob Van Doren, her husband, and Fanny C. Ellzey, unmarried, four of the within named Grantors, and

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severally acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) W.L. Wills
Notary Public

My Commission Expires January 5th 1930.

State of South Carolina, County of Sumter, to wit:

I Hereby Certify that on this 1st day of Feb. A.D. 1927 before me the subscriber, a Notary Public of the State of South Carolina, in and for the County aforesaid, personally appeared Fenwick H. Murray and Florence Nash Murray his wife, two of the within-named Grantors and severally acknowledged the foregoing deed to be their respective act.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) W.J. Crowson, Jr.
Notary Public

Recorded 16 March 1927 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY That the aforegoing Deed was truly taken and copied from Liber F.S.R. No. 10 Folio 258 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 15th day of September, 1953.

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

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This Deed made this 23rd day of February in the year of our Lord Nineteen hundred and thirty-one, by and between Elizabeth C. Murray, (single), William T. Murray, Sr., and Nannie C. Murray, his wife, James H. Murray (widower) E. Churchill Murray and Marjorie B. Murray, his wife, William T. Murray, Jr., and Edmonia C. Murray, his wife, M. Graham Ellzey and Mary S. Ellzey, his wife, all fo Anne Arundel County in the State of Maryland, and James Murray Ellzey and Sallie C. Ellzey, his wife, of the City of Philadelphia in the State of Pennsylvania, Helen M. Ellzey, (single) and Fannie C. Ellzey (single), Mary Preston Van Doren and Jacob Van Doren, her husband, all of Henrico County in the State of Virginia and Fenwick H. Murray and Florence N. Murray, his wife, of the County of Sumter in the State of South Carolina, all hereinafter called parties of the first part and John Henry Fitzhugh Mayo and Elizabeth C.G. Mayo, his wife, of Anne Arundel County in the State of Maryland, hereinafter called parties of the second part.

Witnesseth, that for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations thereunto moving from the parties herein called the parties of the second part unto the parties herein called the parties of the first part, the receipt whereof is hereby acknowledged, the said parties herein called the parties of the first part do bargain and sell and by these presents do grant and convey unto the parties herein called the parties of the second part, to wit, John Henry Fitzhugh Mayo and Elizabeth C.G. Mayo, his wife, as tenants by the entireties, and to the survivor, their heirs and assigns forever in fee simple, all of that lot or parcel of land situated in the First Election District of Anne Arundel County, near Cumberstone Post Office and described as follows:

Beginning for the same at a stake set on the North edge of the road leading from the Dwelling House of R.L. Mercer by the Park said stake being set near the Northwest corner of the Tobacco House,

PLTF'S EXH. #4

Filed 13 Oct, 1953.

standing within the Park enclosures, and running thence with the partition lines of William R. Mercer's portion of said estate as follows: North thirty nine degrees forty five minutes West one hundred and sixteen perches to a post set on the North side of a Meadow, thence running up the North side of the said Meadow, so as to include the same as follows: South forty-four degrees West fifty and three fourths perches to a post set on the North side of the road leading from the public road, through the woods pasture, to the "Cedar Park House" thence running and bounding on said road as follows: South fifty-six degrees thirty minutes East six perches, South thirty-seven degrees East twenty-three perches, South thirty-two degrees fifteen minutes East twenty perches, South forty-four degrees East thirty-three perches, South thirty-seven degrees East twenty-eight and one-half perches to the aforesaid road, leading from R.L. Mercer by the Park thence running with and bounding on said Road as follows: North forty-nine degrees thirty minutes East, forty-six perches, thence North fifty-nine degrees East five and three-fourths perches to the point of beginning, the same laid out by John Duvall, Surveyor, and containing thirty-five (35) acres of land, more or less.

The above description having been taken from a deed from Peter McCall, et al to George D. Mercer bearing date od September 18th, 1866 and recorded in G.E.G. No. 2 folio 398 for the purpose of identification, no corrections for variations having been made herein.

It being a part of that identical property of which the late Fannie H. Murray died, siezed and possessed, and which by her last Will and Testament duly executed to pass the title to real estate and admitted to probate in the Orphans Court for Anne Arundel County and dated the 28th day of March 1895, and recorded in R.B. No. 1 folio 122 of the Will records of Anne Arundel County was devised in words, as follows:

"This is my last Will, that the property I hold as Cedar Park, should be the home of my unmarried children, but I do not wish it

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ever to become a burden to them, so that if they should think best to dispose of it to do so, then the proceeds will be equally divided between all the children".

For further title reference, see also the Last Wills and Testaments of Fannie C. Murray which is recorded in R.B. No. 1 folio 363, Margaret C. Murray which is recorded in O.B.D. No. 2 folio 274 and Alice M. Murray which is recorded in O.B.D. No. 2 folio 409, all Will Record Books of Anne Arundel County.

For title reference to the identical tract of thirty-five (35) acres herein conveyed see deed from Peter McCall and others to George D. Mercer herein referred to as bearing date of September 18, 1866 and recorded in G.E.G. No. 2 folio 398 one of the Land Record Books of Anne Arundel County.

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

To Have and To Hold the above described land and premises unto and to the proper use and benefit of the said John Henry Fitzhugh Mayo and Elizabeth C.G. Mayo, his wife, as tenants by the entireties, and to the survivor, their heirs and assigns forever in fee simple.

And the said parties herein called the parties of the first part hereby covenant that they will warrant specially the land and premises hereby intended to be conveyed and will execute such other and further assurances of the same as may be requisite,

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

Witness as to E.C.M., W.T.M.Sr., N.C.M.,J.H.M.,E.C.M., M.B.M., W.T.M.,Jr., E.C.M., M.G.E., and M.S.E.
John H. Hopkins, Jr.

Elizabeth C. Murray (Seal)
William T. Murray Sr. (Seal)
Nannie C. Murray. (Seal)
James H. Murray. (Seal)
E. Churchill Murray. (Seal)
Marjorie B. Murray (Seal)
William T. Murray, Jr. (Seal)
Edmonia C. Murray. (Seal)

John H. Hopkins, Jr.
John H. Hopkins, Jr.
Witness as to J.M.E. & S.C.E.
Alexander M. Blake.
Witness as to H.M.E. & F.C.E.
J.S. Sims.
J.S. Sims.
Witness as to M.P.V.D. & J.VD.
J.S. Sims.
Witness as to F.H.M. & F.N.M.
John D. Lee.

M. Graham Ellzey. (Seal)
Mary G. Ellzey (Seal)
J. Murray Ellzey.Md. (Seal)
Sallie M. Ellzey. (Seal)
Helen M. Ellzey. (Seal)
Fannie C. Ellzey. (Seal)
Mary Preston Van Doren. (Seal)
Jacob Van Doren. (Seal)
Fenwick H. Murray (Seal)
Florence N. Murray. (Seal)

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 23rd day of February, in the year of our Lord Nineteen hundred and thirty-one, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Elizabeth C. Murray, (single) William T. Murray,Sr. and Nannie C. Murray, his wife, James H. Murray (widower), E. Churchill Murray and Marjorie B. Murray, his wife, William T. Murray, Jr., and Edmonia C. Murray, his wife, M. Graham Ellzey and Mary S. Ellzey, his wife and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) John H. Hopkins. Jr.
Notary Public.

State of Pennsylvania, City of Philadelphia, to wit:

I hereby certify that on this 11th day of March in the year of our Lord Nineteen hundred and thirty-one, before me the subscriber a Notary Public of the State of Pennsylvania in and for the City of Philadelphia, personally appeared James Murray Ellzey and Sallie C. Ellzey, his wife, and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) Levin A. Dix. Jr.
Notary Public, My Commission expires March 6-1935 Notary Public.

State of Virginia, County of Henrico, to wit:

I hereby certify that on this 6th day of March in the year of our Lord Nineteen hundred and thirty-one, before me the subscriber a Notary Public of the State of Virginia in and for the County aforesaid, personally appeared Helen M. Ellzey, single, and Fannie C. Ellzey, single and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial.

(Notarial Seal) J. Stuart Sims.

My Commission expires Mar. 5, 1932. Notary Public.

State of Virginia, County of Henrico, to wit:

I hereby certify that on this 6th day of March in the year of our Lord Nineteen hundred and thirty-one, before me the subscriber a Notary Public of the State of Virginia in and for the County aforesaid, personally appeared Mary Preston Van Doren and Jacob Van Doren, her husband, and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and Seal Notarial.

(Notarial Seal) J. Stuart Sims.

My Commission expires Mar. 5,1932. Notary Public.

State of South Carolina, County of Sumter, to wit:

I hereby certify that on this 3rd day of March in the year of our Lord Nineteen hundred and thirty-one, before me the subscriber a Notary Public of the State of South Carolina, in and for the County aforesaid, personally appeared Fenwick H. Murray and Florence N. Murray, his wife, and they each acknowledged the aforegoing deed to be their act and deed.

Witness my hand and Seal Notarial.

(Notarial Seal) John D. Lee.

My Commission expires at pleasure of Govenor. Notary Public in and for South Carolina.

Recorded April 16-1931-3 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber F.S.R. No. 87 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 14th day of September, 1953.

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

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DEED

THIS DEED made this 12" day of December, 1939, by and between ELIZABETH C. MURRAY, Single, JAMES H. MURRAY, Widower, NANNIE C. MURRAY, Widow, WILLIAM T. MURRAY, Jr., and EDMONIA C. MURRAY, his wife, M. GRAHAM ELLZEY and MARY N.S. ELLZEY, his wife, E. CHURCHILL MURRAY and MARJORIE BURWELL MURRAY, his wife, all of Anne Arundel County, Maryland, HELEN M. ELLZEY, Single, FANNY C. ELLZEY, Single, JACOB VAN DOREN, Widower, MARY VAN DOREN WRENN and ALBERT WRENN, her husband, LUCY M. VAN DOREN, Single, FRANCES VAN DOREN, Single and J. MAURY VAN DOREN, Single, all of Richmond, Virginia, FENWICK H. MURRAY and FLORENCE NASH MURRAY, his wife, of Sumter, South Carolina, SALLIE M. ELLZEY, Widow, JAMES M. ELLZEY, Jr., and FLORENCE ELLZEY, his wife, ALICE E. BLAKE and SIDNEY BLAKE, her husband, MARY E. THOMAS and WILSON KREBS THOMAS, her husband, all of Philadelphia, Pennsylvanis, parties of the first part, hereinafter called Grantors and DOYLESTOWN TRUST COMPANY, a Pennsylvania Corporation, Trustee, under the terms of an Agreement of Trust, dated 23" day of December, 1939, between Martha Dana Mercer, Widow and said Doylestown Trust Company, party of the second part, hereinafter called Grantee.

WITNESSETH, that in consideration of the sum of $10.00 and pther good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey, subject to the conditions and restrictions hereinafter set forth, unto the said Grantee, its successors and assigns, all that lot or parcel of ground in the First Election District of Anne Arundel County, Maryland, known as the Mercer Cemetery or Burying Ground located on the Murray property, known as "Cedar Park", near Cumberstone and more particularly described as follows:

BEGINNING for the cemetery lot at a point 0.85 feet East of the center of the base of a granite corner post 3.0 feet high and 0.6 feet in diameter, which point of beginning is at the Southwest Corner of the lot herein described and is South 3 degrees 03 minutes

PLTF'S EXH #5 -1-
Filed 13 Oct., 1953.

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West 7.5 feet from the Easternmost end of the centre line of a 15 foot road shown on the hereinafter mentioned plat, thence, crossing the East end of said road, North 3 degrees 03 minutes East 60.2 feet to the centre of another granite corner post at the Northwest corner of the herein described cemetery, thence, South 88 degrees 23 minutes East 82.7 feet to a granite post at the Northeast corner of the cemetery, thence, South 1 degree 57 minutes West 60.25 feet to a point distant Easterly 0.85 feet from the center of the South East granite Corner post, thence, North 88 degrees, 17 minutes West 84.0 feet to the beginning, containing 5000 sq. feet more or less according to a survey and plat of the same made by Edward Hall, Jr., County Surveyor, June 1, 1939, which said Plat is attached hereto and filed herewith. Magnetic meridian referred to June 1939 datum.

TOGETHER with the buildings and improvements thereon and all the rights, roads, waters, ways, privileges and appurtenances thereto belonging or in anywise appertaining, and especially the right of ingress and egress from the public road to said cemetery or burying ground, over routes to be designated from time to time by said Grantors, their heirs and assigns.

TO HAVE AND TO HOLD the aforesaid lot or parcel of ground and right of ingress and egress to and unto the proper use and benefit of the said Grantee, its successors and assigns in fee simple, forever, provided, however, that said right of ingress and egress shall be for the exclusive use of the said Trustee, its agents and servants and the descendants of Governor John Frances Mercer, it being the intention of the said Grantors that the right of ingress and egress aforesaid is not for the use of the general public; and subject to the following conditions and restrictions:

1. That no buildings, outhouses, sheds or structures of any kind or description shall be erected thereon.

2. That said property shall be used only as a private cemetery or burying ground for the descendants of John Francis Mercer,

Governor of Maryland from 1801 to 1803.

3. That the said Grantors, their heirs and assigns, shall have the right to enter upon said property for any necessary purpose not inconsistent with its use as a cemetery or burying ground.

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

AS WITNESS the hands and seals of the said Grantors.

WITNESS:

DOROTHY I. MILLER	ELIZABETH C. MURRAY	(SEAL)
DOROTHY I. MILLER	JAMES H. MURRAY	(SEAL)
CLEMENCE C. BURWELL	NANNIE C. MURRAY	(SEAL)
CLEMENCE C. BURWELL	WILLIAM T. MURRAY JR.	(SEAL)
CLEMENCE C. BURWELL	EDMONIA C. MURRAY	(SEAL)
CLEMENCE C. BURWELL	M. GRAHAM ELLZEY	(SEAL)
CLEMENCE C. BURWELL	MARY N.S. ELLZEY	(SEAL)
DOROTHY I. MILLER	E. CHURCHILL MURRAY	(SEAL)
DOROTHY I. MILLER	MARJORIE BURWELL MURRAY	(SEAL)
W.L. LAWRENCE	HELEN M. ELLZEY	(SEAL)
W.L. LAWRENCE	FANNY C. ELLZEY	(SEAL)
W.L. LAWRENCE	JACOB VAN DOREN	(SEAL)
E.R. FUHRMAN	MARY VAN DOREN WRENN	(SEAL)
E.R. FUHRMAN	ALBERT WRENN	(SEAL)
W.L. LAWRENCE	LUCY M. VAN DOREN	(SEAL)
W.L. LAWRENCE	FRANCES VAN DOREN	(SEAL)
W.L. LAWRENCE	JACOB MAURY VAN DOREN	(SEAL)
JOHN De LEE	FENWICK H. MURRAY	(SEAL)
JOHN DeLEE	FLORENCE NASH MURRAY	(SEAL)
RUSSELL H. FERRIER	SALLIE M. ELLZEY	(SEAL)
RUSSELL H. FERRIER	JAMES M. ELLZEY, JR.	(SEAL)
RUSSELL H. FERRIER	FLORENCE ELLZEY	(SEAL)
RUSSELL H. FERRIER	ALICE ELLZEY BLAKE	(SEAL)

RUSSELL H. FERRIER SIDNEY S. BLAKE (SEAL)

RUSSELL H. FERRIER MARY E. THOMAS (SEAL)

RUSSELL H. FERRIER WILSON KREBS THOMAS (SEAL)

STATE OF PENNSYLVANIA COUNTY OF PHILADELPHIA, SS:

I HEREBY CERTIFY that on this 12th day of Dec. 1939, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared Sallie M. Ellzey, James M. Ellzey, Florence Ellzey, Alice Ellzey Blake, Sidney S. Blake, Mary E. Thomas, Wilson Krebs Thomas some of the Grantors herein, and they severally acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) RUSSELL H. FERRIER

My commission expires: Mar.5,1941. NOTARY PUBLIC

STATE OF VIRGINIA CITY OF RICHMOND SS:

I HEREBY CERTIFY that on this 1st day of December 1939, before me, the subscriber, a Notary Public of the State of Virginia, in and for the City of Richmond, personally appeared Mary Van Doren Wrenn and Albert Wrenn some of the Grantors herein, and they severally acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) E.R. FUHRMAN

My commission expires: May 16, 1940. NOTARY PUBLIC

STATE OF MARYLAND COUNTY OF ANNE ARUNDEL SS:

I HEREBY CERTIFY that on this 2nd day of November, 1939 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Elizabeth C. Murray, James H. Murray, E. Churchill Murray and Marjorie Burwell Murray some of the Grantors herein, and they severally acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) DOROTHY I. MILLER

My commission expires: May 5, 1941. NOTARY PUBLIC

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STATE OF MARYLAND COUNTY OF ANNE ARUNDEL SS:

I HEREBY CERTIFY that on this 10th day of November, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Nannie C. Murray, William T. Murray, Jr. and Edmonia C. Murray, M. Graham Ellzey and Mary N.S. Ellsey some of the grantors herein, and they severally acknowledged the aforegoing deed to be their act.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) CLEMENCE C. BURWELL

My commission expires: 5/5/41. NOTARY PUBLIC

STATE OF SOUTH CAROLINA SUMTER COUNTY SS:

I HEREBY CERTIFY that on this 20th day of Nov. 1939, before me, the subscriber, a Notary Public of the State of South Carolina, in and for the County aforesaid, personally appeared Fenwick H. Murray and Florence Nash Murray some of the grantors herein, and they severally acknowledged the aforegoing deed to be their act.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) JOHN De LEE
NOTARY PUBLIC

My commission expires: at the pleasure of Governor.

STATE OF VIRGINIA COUNTY OF HENRICO SS:

I HEREBY CERTIFY that on this 4 day of Dec. 1939, before me, the subscriber, a Notary Public of the State of Virginia, in and for the County of Henrico, personally appeared Jacob Van Doren, Lucy M. Van Doren, Frances Van Doren, Jacob Maury Van Doren, Helen M. Ellzey, Fannie C. Ellzey, some of the Grantors herein, and they severally acknowledged the aforegoing Deed to be their act.

AS WITNESS my hand and notarial seal.

(NOTARIAL SEAL) W.L. LAWRENCE

My commission expires Oct 4-1941. NOTARY PUBLIC

Recorded January 6-1940-11 A.M.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 209 folio 454 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 11th day of September, 1953.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd. Clerk

LIBER 86 PAGE 155

The State of Maryland

Anne Arundel County, Sc:

THE SUBSCRIBER, Register of Wills for Anne Arundel County, doth hereby certify that it appears by the Records in his office, that *Letters of Administration* of all the goods, chattels, credits and personal Estate of James Murray Ellzey, Jr., deceased, was on the 18th day of August in the year of our Lord one thousand nine hundred and fifty-three, granted and committed unto E. Churchill Murray

Ancillary
who was then and there appointed Administrator of the said deceased, and that the above letters are now in full force and effect.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of my office, this 3rd day of September in the year of our Lord nineteen hundred and fifty-three.

TEST:

R. Bruce Prout
Register of Wills for Anne Arundel County.

PLTF's EXH. #6

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Filed 13 Oct, 1953.

LIBER 86 PAGE 156

7.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

McWILLIAMS, EVANS & MELVIN,
Attorneys
Annapolis, Maryland.

NOTICE IS HEREBY GIVEN

That the Subscriber, of Anne Arundel County, has obtained from the Orphan's Court of Anne Arundel County, in Maryland, Letters of ancillary administration on the estates of

J. MURRAY ELLZEY, JR., and
MARY H. JANNEY

late of Philadelphia, Pa., deceased. All persons having claims against the deceased, are hereby warned to exhibit the same, with the vouchers thereof, to the subscriber, on or before the

17TH DAY OF FEBRUARY, 1954.

They may otherwise, by law, be excluded from all benefit of said estate. All persons indebted to said estate are requested to make immediate payment.

Given under my hand this 17th day of August, 1953.

E. CHURCHILL MURRAY,
Ancillary Administrator.

s-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 14, 1953

We hereby certify, that the annexed

Notice to Creditors

J. Murray Ellzey, Jr. and Mary H. Janney

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of February, 1954. The first insertion being made the 20th day of August, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M. G. 10406

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PLTF'S EXH. # 7 Filed 13 Oct, 1953.

AGREEMENT OF SALE

The undersigned, herein called Sellers, in consideration of the amounts set forth opposite their respective names, under the heading, Total Consideration, do hereby bargain and sell unto E. Churchill Murray, herein called Buyer, and Buyer does hereby purchase from Sellers, all of their respective right, title, interest and estate in and to the remainder of all that parcel or tract of land known as "Cedar Park" or "West River Farm" in the First Election District of Anne Arundel County, containing approximately one hundred and seventy-nine (179) acres, more or less, and being the remainder of the entire tract described in S.H. No. 3, folio 400, less the conveyance therefrom of the following four (4) parcels:

1. Deed to Charles C. Glover, Jr. dated 10 September 1923 and recorded in liber W.N.W. No. 68, folio 320.

2. Deed to Morris Hacker dated 25 January 1927 and recorded in F.S.R. No. 10, folio 258.

3. Deed to J. F. H. Mayo and wife dated 23 February 1931 and recorded in F.S.R. No. 87, folio 266.

4. Deed to Doylestown Trust Company, Trustees, etc., dated 12 December 1939 and recorded in J.H.H. No. 209, folio 454.

Examiner Exhibit No. 6
Mason, et. al. vs. Clegg, et al.
No 19,836 E.
filed 11/25/53

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PLTFS EXH # 8 Filed 13 Oct., 1953.

	Total Consideration	Down Payment	Balance Due
William T. Murray, Jr.	$ 3,702.80	$ 185.00	$ 3,517.80
Fenwick H. Murray	3,702.80	185.00	3,517.80
Jacob Van Doren	517.69	25.00	492.69
Jacob Maury Van Doren	258.83	15.00	243.83
Mary Murray (Van Doren)Yancey	258.83	15.00	243.83
Frances (Van Doren) James	258.83	15.00	243.83
Lucy Maury (Van Doren) Porter	258.83	15.00	243.83
Sally Cheston Ellzey	517.94	25.00	492.94
Mary Cheston (Ellzey) Thomas	345.30	20.00	325.30
Alice (Ellzey) Blake	345.30	20.00	325.30
Florence (Ellzey) Mason	115.10	10.00	105.10
Mary N. S. Ellzey	1,553.89	100.00	1,453.89
Meta (Janney) Powers	95.98	10.00	85.98
Alice (Janney) Grannis	95.98	10.00	85.98
Helen Mason Ellzey	1,553.89	100.00	1,453.89
Fanny C. (Ellzey) Murray	1,553.89	100.00	1,453.89

Sellers hereby acknowledge the receipt of the amounts set forth opposite their respective names under the heading "Down Payment".

Buyer agrees to pay to each of Sellers the amount set forth opposite their respective names under the heading "Balance Due", sixty (60) days after clearing the title, but in any event not later than 1 May 1954, and upon the payment of said unpaid balance each of Sellers, and their respective spouses, if married, agree to execute a deed which shall convey to Buyer a marketable and unencumbered fee

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simple title to his or her interest in the abovementioned property.

Insurance, taxes and all other assessments, public dues and charges shall be adjusted to the day of transfer. The cost of State and Federal documentary stamps to be divided between Sellers and Buyer.

WITNESS the hands and seals of the Sellers and their respective spouses, if any.

WITNESS:

/s/ George Williams George Williams	/s/ William T. Murray, Jr. William T. Murray, Jr.	(SEAL)	April 25,1953
/s/ George Williams George Williams	/s/ Edmonia C. Murray Edmonia C. Murray	(SEAL)	4-25-53
/s/ Arthur R. Cogswell, Jr. Arthur R. Cogswell,Jr.	/s/ Fenwick H. Murray Fenwick H. Murray	(SEAL)	5-28-53
/s/ Arthur R. Cogswell, Jr. Arthur R. Cogswell, Jr.	/s/ Florence Nash Murray Florence Nash Murray	(SEAL)	5-28-53
/s/ J. L. Stancil J. L. Stancil	/s/ Jacob Van Doren Jacob Van Doren	(SEAL)	5-5-53
/s/ J. L. Stancil J. L. Stancil	/s/ Elizabeth Van Doren Elizabeth Van Doren	(SEAL)	" " "
/s/ W. L. Ward W. L. Ward	/s/ Jacob Maury Van Doren Jacob Maury Van Doren	(SEAL)	5-7-53
/s/ W. L. Ward W. L. Ward	/s/ Mary Van Doren Mary Van Doren	(SEAL)	" " "
/s/ Helen M. Ellzey Helen M. Ellzey	/s/ Mary Murray Van Doren Yancey Mary Murray Van Doren Yancey	(SEAL)	8/29/53
/s/ Helen M. Ellzey Helen M. Ellzey	/s/ Henry Yancey Henry Yancey	(SEAL)	8/29/53
/s/ Jenny G. Vint Jenny G. Vint	/s/ Frances Van Doren James Frances Van Doren James	(SEAL)	May 11,1953
/s/ G. T. Ellman,Jr. G. T. Ellman,Jr.	/s/ G. Watson James III G. Watson James	(SEAL)	" "
/s/ Walter E. Savory, Jr. Walter E. Savory,Jr.	/s/ Lucy Maury Van Doren Porter Lucy Maury Van Doren Porter	(SEAL)	5-7-53
/s/ Walter E. Savory,Jr. Walter E. Savory,Jr.	/s/ Robert Porter L.M.P. Robert Porter	(SEAL)	" " "

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WITNESS:

/s/ Paul B. Kurtz Paul B. Kurtz	/s/ Sally Cheston Ellzey Sally Cheston Ellzey	(SEAL)	7/28/53
/s/ Donald Robertson Donald Robertson	/s/ Mary Cheston Ellzey Thomas Mary Cheston Ellzey Thomas	(SEAL)	7'27'53
/s/ Donald Robertson Donald Robertson	/s/ Wilson Krebs Thomas Wilson Krebs Thomas	(SEAL)	7'27'53
/s/ Paul B. Kurtz Paul B. Kurtz	/s/ Alice Ellzey Blake Alice Ellzey Blake	(SEAL)	7/28/53
/s/ Paul B. Kurtz Paul B. Kurtz	/s/ Sydney Blake /s/ Sidney Blake Sydney Blake	(SEAL)	7/28/53
/s/ Elizabeth S. Uhler Elizabeth S. Uhler	/s/ Florence Ellzey Mason Florence Ellzey Mason	(SEAL)	8-1-53
/s/ R. W. McAvoy R. W. McAvoy	/s/ William Douglas Mason William Douglas Mason	(SEAL)	8-4-53
/s/ Helen S. Cheston Helen S. Cheston	/s/ Mary N. S. Ellzey Mary N. S. Ellzey	(SEAL)	Apr 23 1953
/s/ John Hueners John Hueners	/s/ Meta Janney Powers Meta Janney Powers	(SEAL)	June 10th 1953
/s/ John Hueners John Hueners	/s/ Thomas Powers Thomas Powers	(SEAL)	June 10th 1953
/s/ John Hueners John Hueners	/s/ Alice Janney Grannis Alice Janney Grannis	(SEAL)	June 10th 1953
/s/ Essie L. Hardesty Essie L. Hardesty	/s/ Helen Mason Ellzey Helen Mason Ellzey	(SEAL)	4/2/53
/s/ Essie L. Hardesty Essie L. Hardesty	/s/ Fannie C. Ellzey Fanny C. Ellzey Murray	(SEAL)	4/21/53
/s/ J. Reany Kelly J. Reany Kelly	/s/ E. Churchill Murray E. Churchill Murray	(SEAL)	4/21/53

LIBER 86 PAGE 161

FLORENCE ELLZEY MASON, Parent and next friend of James Murray Ellzey, III, Maeon Graham Ellzey and Lois Ellzey, Infants R.F.D. #1 State Road Yarmouth, Maine	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY # 10,836 Equity
ve.	*	
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infants R.F.D. #1 State Road Yarmouth, Maine	*	

****

ORDER OF PUBLICATION

The object of this proceeding is to obtain a decree for the sale of the fractional interests of the infant defendants in certain property situate in the First Election District of Anne Arundel County.

The petition recites that both plaintiff and defendants are residents of Cumberland County, Maine; that plaintiff is the mother of defendants, who are infants aged respectively thirteen, twelve and ten; that each defendant is the owner of 0.0027404 interest in a 179 acre tract of land known as Cedar Park; the land is described as being the parcel described in a deed from Peter McCall, et al to James Cheston, etc., dated 23 April 1869 and recorded among the Land Records of Anne Arundel County in liber S.H. No. 3, folio 400, saving and excepting four parcels which were conveyed with the entire tract, said four parcels being W.N.W. No. 68, folio 320, F.S.R. No. 10, folio 258, F.S.R. No. 87, folio 266 and J.H.H. No. 209, folio 554. Petition further recites that defendants acquired their interests from their father, James Murray Ellzey, who died

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Filed 13 Oct, 1953

intestate 6 September 1946 and whose estate is now being administered in the Orphans Court for Anne Arundel County. Petition further recites that E. Churchill Murray is the legal and equitable owner of all the other outstanding interests and that he has offered to purchase the interests of the infant defendants; that the property is unproductive and that it would be to the best interests of the infant defendants to sell the same.

It is thereupon, this 13 day of October 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 16 day of November, 1953, to give notice to the absent defendants of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before the 2 day of December next to show cause, if any they have, why a decree ought not to be passed as prayed; and

It is further ORDERED that the plaintiff may accomplish the service of process as provided in Section 160 of Article 16 of the Annotated Code in lieu of publication in a newspaper.

John H. Hopkins, Jr. Clerk.
John H. Hopkins, III
Clerk

True Copy - Test

John H. Hopkins, III
Clerk

46

FLORENCE ELLZEY MASON, Parent and next friend of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infants	*	# 10836 Equity
	*	
	*	

* * *

AFFIDAVIT OF SERVICE

I, ROBERT A. WILSON, do hereby certify as follows: I am a member of the Bar of the State of Maine; my office is at 85 Exchange Street, Portland, Maine; the parties, both plaintiff and defendants in the above entitled cause, are all personally known to me; on the 17th day of October 1953 I called at the home of the plaintiff and defendants, R.F.D. No. 1, State Road, Yarmouth, Maine, and in the presence of the plaintiff and all of the defendants I read to the defendants the plaintiff's petition and the attached Order of Publication; after the reading I handed a copy of the petition and the Order of Publication to each of the defendants and to the plaintiff, Florence Ellzey Mason.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 17th day of October 1953.

WITNESS:
Beatrice M Cobb

Robert A Wilson (SEAL)
Robert A. Wilson

STATE OF MAINE)
) ss.
COUNTY OF CUMBERLAND)

I HEREBY CERTIFY that, on this 17th day of October 1953 before me, the subscriber, a Notary Public of the State of Maine, in and for the County aforesaid, ROBERT A WILSON, who is personally known to me, appeared before me and made and signed, in my presence, the aforegoing certificate.

WITNESS my hand and Notarial Seal.

Henry Steinfeld
Notary Public

Filed 21 Oct, 1953.

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FLORENCE ELLZEY MASON, Parent and next friend of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants R.F.D. #1 State Road Yarmouth, Maine	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY # 10,836 Equity
vs.	*	
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infants R.F.D. #1 State Road Yarmouth, Maine	*	

ORDER OF PUBLICATION

The object of this proceeding is to obtain a decree for the sale of the fractional interests of the infant defendants in certain property situate in the First Election District of Anne Arundel County.

The petition recites that both plaintiff and defendants are residents of Cumberland County, Maine; that plaintiff is the mother of defendants, who are infants aged respectively thirteen, twelve and ten; that each defendant is the owner of 0.0027404 interest in a 179 acre tract of land known as Cedar Park; the land is described as being the parcel described in a deed from Peter McCall, et al to James Cheston, etc., dated 23 April 1869 and recorded among the Land Records of Anne Arundel County in liber S.H. No. 3, folio 400, saving and excepting four parcels which were conveyed with the entire tract, said four parcels being W.N.W. No. 68, folio 320, F.S.R. No. 10, folio 258, F.S.R. No. 87, folio 266 and J.H.H. No. 209, folio 554. Petition further recites that defendants acquired their interests from their father, James Murray Ellzey, who died

intestate 8 September 1946 and whose estate is now being administered in the Orphans Court for Anne Arundel County. Petition further recites that E. Churchill Murray is the legal and equitable owner of all the other outstanding interests and that he has offered to purchase the interests of the infant defendants; that the property is unproductive and that it would be to the best interests of the infant defendants to sell the same.

It is thereupon, this 13 day of October 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the plaintiff, by causing a copy of this order to be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 16 day of November, 1953, to give notice to the absent defendants of the object and substance of this bill, warning them to appear in this Court, in person or by solicitor, on or before the 2 day of December next to show cause, if any they have, why a decree ought not to be passed as prayed; and

It is further ORDERED that the plaintiff may accomplish the service of process as provided in Section 160 of Article 16 of the Annotated Code in lieu of publication in a newspaper.

True Copy - Test

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

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

FLORENCE ELLZEY MASON, Parent and next friend of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY #10,836 - Equity
	*	
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infants	*	
	*	

* * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE THE JUDGES OF SAID COURT:

The petition of Florence Ellzey Mason, Plaintiff, respectfully shows:

1. The Defendants, James Murray Ellzey III, Mason Graham Ellzey and Lois Ellzey, having been duly returned summoned, but being infants, they cannot answer and defend this suit for themselves.

Your petitioner therefore prays this Honorable Court to appoint a guardian ad litem to appear and answer for said infants.

AND, as in duty bound, etc.

William J. McWilliams
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Plaintiff

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Filed 22 Oct, 1953.

O R D E R

Upon the foregoing petition it is, this 22d day of October 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that George J. Crowley be, and he is hereby, appointed guardian ad litem for the infant Defendants.

Benjamin Kidhardson
Judge

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Filed 22 Oct, 1953.

FLORENCE ELLZEY MASON, Parent and next friend of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	#10,836 - Equity
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infants	*	
	*	
	*	

* * *

A N S W E R

TO THE HONORABLE THE JUDGES OF SAID COURT:

The joint and several answer of James Murray Ellzey III, Mason Graham Ellzey and Lois Ellzey, infants, by George J. Crowley, guardian ad litem duly appointed by order of this Honorable Court, to the Bill of Complaint of Florence Ellzey Mason against them in this Honorable Court exhibited.

These Defendants, being infants, cannot admit any of the matters and things in said bill alleged, and submit their rights thereunder to the protection of this Court.

AND, as in duty bound, etc.

George J. Crowley
Guardian ad Litem

Filed 23 Oct., 1953.

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FLORENCE ELLZEY MASON, Parent and next friend of JAMES MURRAY ELLZEY, III, et al., infants,	:	IN
	:	THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JAMES MURRAY ELLZEY, III, et al.	:	
	:	No. 10,836 Equity

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

TESTIMONY ON BEHALF OF PETITIONER

November 19~~4~~25, 1953

Present:

Mr. William J. McWilliams, Solicitor for Petitioner.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Filed December 1, 1953

Witnesses:

Morris Albert, pages 2, 3, 4.

Tilden O. Atwell, pages 5, 6.

Jack Cohen, pages 6, 7, 8.

E. Churchill Murray, pages 9, 10, 11.

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

(Mr. McWilliams)

1. State your name.

A. Morris Albert.

2. Are you a member of the Bar of the State of Maryland?

A. I am.

3. Do you specialize in the examination of titles to real estate?

A. I do.

4. Are you a member of the Anne Arundel County Bar?

A. I am.

5. Have you examined the title to a parcel of land containing 179 acres and known generally as Cedar Park or West River Farm which was originally described in a deed from Peter McCall, et. al. to James Cheston and Galloway Cheston, 23 April 1869, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 3, folio 400, less certain parcels which were sold out of there and more particularly referred to in the petition filed in this case?

A. I did.

6. Did you find that the infant defendants in this case were seized and possessed of a fractional interest in this property?

A. I did.

7. What did you find their interest to be?

A. Each of the infant defendants in this case is the owner of a fractional part and reduced to fractions it would be 0.002704.

8. That is the interest of each one of the three infant defendants?

A. That's right.

9. From whom did the infant defendants acquire a fractional interest in the property?

A. They acquired their interest directly from their father, James Murray Ellzey, Jr.

10. From whom did he acquire his interest?

13

A. From his father, James Murray Ellzey, Sr.

11. Do you have with you charts showing the devolution of the infants' title?

A. I have.

12. I hand you a chart which is marked No. 1 and ask you what that chart shows?

A. This is a summary of the interest originally owned by Mary Cheston Ellzey, who was the owner of 1/7 interest of the property in these proceedings.

13. That chart shows that from Mary Cheston Ellzey, James Murray Ellzey acquired 0.028570 interest in the property, is that correct?

A. That is correct. (CHART NO. 1 MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

14. I show you a chart marked No. 2 and ask you what that chart shows?

A. It shows the devolution of the interest owned by Fanny C. Murray who was an owner of 1/7 interest in the property involved.

15. That chart shows James Ellzey Murray, Sr. acquired 0.012981 interest in the property, is that correct?

A. That is correct. (CHART NO. 2 MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

16. I hand you a chart marked No. 3 and ask you what that shows?

A. This is a chart of devolution of title of 1/7 interest of Margaret C. Murray.

17. Of that interest 0.005714 finally became vested in James Murray Ellzey, Sr., is that right?

A. That is right. (CHART NO. 3 MARKED EXAMINER'S EX. 3 AND FILED HEREWITH)

18. I show you chart marked No. 4 and ask you what that shows?

A. This is the chart showing devolution of title to 1/7 interest, plus 1/35 interest devised by Alice M. Murray.

19. This shows, then, that of that interest James Murray Ellzey, Sr. finally became vested 0.008235 in the property, is that correct?

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A. That is correct.

20. I show you chart No. 5 and ask you what that shows?

A. This chart shows the complete interest which James Murray Ellsey, Sr. died seized and possessed of.

21. In other words this chart shows that James Murray Ellzey, Sr. died seized and possessed of the interest shown on the four preceding charts, is that correct?

A. That is correct.

22. What interest did James Murray Ellzey, Jr. acquire from his father?

A. Prior to James Murray Ellzey, Jr., 's death he was seized of the interest in said property of 0.012332.

23. James Murray Ellzey, Jr. died 8 September 1946 is that right?

A. That's right.

24. His survivors were Florence Ellzey Mason and three infant defendants, is that correct?

A. That is correct.

25. The interest of each of the infant defendants is 2/9 of which James Murray Ellzey, Jr. died seized and possessed?

A. Yes.

26. Does this Chart 5 show all of that in detail?

A. It does. (CHART NO. 5 MARKED EXAMINER'S EX. 5 AND FILED HEREWITH)

27. You spoke of a series of 1/7 interests, from whom did those 1/7 interests descend?

A. They originally descended from Fanny H. Murray to her seven children.

(Mr. Cunningham)

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

Morris Albert

Morris Albert

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Tilden O. Atwell, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. McWilliams)

1. State your name.

A. Tilden O. Atwell.

2. Where are you employed?

A. County Trust Company of Maryland at Annapolis, Maryland.

3. In what capacity?

A. Assistant Cashier.

4. Have you had occasion to appraise real estate in Anne Arundel County?

A. I have.

5. Over what period of time?

A. Fifteen years or more.

6. Are you familiar with the fair market values of real estate in Anne Arundel County?

A. I am.

7. Did you make an appraisal of the property described in the petition in this case consisting of 179 acres,more or less,in the First Election District of Anne Arundel County?

A. I did.

8. What is the amount of your appraisal?

A. $23,600.00.

9. Is the property presently unproductive?

A. It is.

10. Would a substantial amount of money be required to be spent on it in order to make it productive?

A. It would.

11. You have heard the interest of each of the defendants in this property and knowing that interst, would you say their interest in the net proceeds of this property was so small as to be negligible?

A. I would.

12. In your opinion do these undivided fractional interests have any value on the open market?

A. No.

13. In other words it would not be possible to sell these fractional interests in the open real estate market?

A. No.

14. Mr. E. Churchill Murray has offered to pay each one of these infant defendant the sum of $100.00; under the circumstances, do you think this is a fair and reasonable offer for this property?

A. I do.

15. Do you think it is more than the property is worth?

A. I do.

16. Do you think it to the infants' advantage to sell the property and invest the proceeds in some productive fund for their benefit?

A. I do.

(Mr. Cunningham)

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

Tilden O. Atwell

Jack Cohen, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. McWilliams)

1. Will you state your name?

A. Jack Cohen.

2. Are you also employed by the County Trust Company in Annapolis?

A. Yes.

3. How long have you been employed there?

A. Twenty-one years.

4. In what capacity?

A. Assistant Cashier.

5. In the course of your duties, have you had occasion to appraise real estate in Anne Arundel County?

A. Yes.

6. Over what period of time?

A. About five years.

7. Are you familiar with the fair market values of real estate in Anne Arundel County?

A. Yes.

8. Have you made an appraisal of the property described in the petition in this case consisting of 179 acres in the First Election District of Anne Arundel County?

A. Yes.

9. What is the amount of your appraisal?

A. $23,600.00.

10. Are you familiar with the fractional interest of each one of these infant defendants in this case?

A. Yes.

11. You know the interest is 0.0027404?

A. Yes.

12. Is the property presently unproductive?

A. Yes.

13. Would any money have to be spent on the property to make it productive?

A. I would say a great deal.

14. Should it be made productive, how would you classify the interest of the infant defendants in the net proceeds?

A. I would say it would be small.

15. Would you say it would be small enough to be practically negligible?

A. I would say so.

16. In your opinion, do these undivided fractional interests of the infant defendants in this property have any value in

the open market?

A. No.

17. You understand that Mr. E. Churchill Murray has offered to acquire the interest of these infant defendants for the sum of $300.00, by paying $100.00 to each defendant?

A. Yes.

18. Is this a fair and reasonable price for each of these infant defendants?

A. It is more than fair.

19. Would it be to the best interest and advantage of the infant defendants to sell the property and invest the proceeds in some productive fund for their benefit?

A. It would.

(Mr. Cunningham)

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

Jack Cohen

Jack Cohen

5'9

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

(Mr. McWilliams)

1. Is your name E. Churchill Murray and you live at Cumberstone, Anne Arundel County and your business address is 42 State Circle, Annapolis, Md.?

A. It is.

2. Are you the same E. Churchill Murray mentioned in Paragraph Five of the petition filed in this case?

A. I am.

3. Prior to the execution of an agreement, which is filed in this case, marked Plaintiffs' Ex. 8, are you the owner of an undivided fractional interest of the property described in the petition?

A. I was.

4. Was the extent of your undivided fractional interest 0.451082?

A. Yes.

5. Have you since acquired all of the outstanding fractional interests except the interests of the infant defendants in this case?

A. I have.

6. Did you acquire all of those outstanding interests by virtue of an agreement known as Plaintiffs' Ex. 8 in this case?

A. I did. (PLAINTIFFS' EX. 8 FILED AS AN EXHIBIT IN THIS CASE MARKED EXAMINER'S EX. 6)

7. Do you live near the property described in the petition, which is known as West River Farm or Cedar Park?

A. My home adjoins it.

8. For how long have you been familiar with it?

A. About 56 years.

9. Have you lived continuously adjacent to it during all that time?

A. Virtually so.

10. Is the property presently unproductive?

A. Yes,it is not self-supporting.

11. Would it require the expenditure of a substantial sum of money to make it productive?

A. Yes.

12. Assuming the expenditure of a substantial sum of money on it and assuming that after the expenditure of that money, it would become productive, would the interests of the infant defendants be sufficiently large enough in the proceed to be of any account?

A. They would not.

13. In your opinion, do you think that the undivided fractional interests of the infant defendants have any value on the open market?

A. It would be infinitesimal.

14. Do you think anyone would buy an interest as small as these interests are?

A. I do not.

15. Are they of any value to you?

A. Yes.

16. Is there value to you only by reason of the fact that you own the remaining interest in the property?

A. That's true.

17. Have you made an offer to purchase these remaining interests?

A. I have.

18. Is the amount of that offer $100.00 for each interest or a total of $300.00?

A. It is.

19. In your opinion is that a fair and reasonable price to pay for the interests of the infant defendants?

A. I think it is fair and reasonable for the specific purpose of consolidating the interests.

20. Do you think the infant defendants would receive anymore if

the property was sold at public auction and they were given their proportionate shares?

A. No I do not.

(Mr. Cunningham)

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

E. Churchill Murray

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

Witness my hand and seal this 1st day of December, 1953.

Examiner (SEAL)

C.W.C. $10.00
K.H.McC. $10.00

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(1)

LIBER 86 PAGE 181

SUMMARY

Mary Cheston Ellzey (owner of 1/7 interest)

died intestate prior to 1902

Helen Mason Ellzey	1/5 of 1/7 = 1/35
Fanny C. (Ellzey) Murray	1/5 of 1/7 = 1/35
Mason Graham Ellzey	1/5 of 1/7 = 1/35
Mary Preston (Ellzey) Van Doren	1/5 of 1/7 = 1/35
James Murray Ellzey	1/5 of 1/7 = 1/35

died 10/21/32

1/35 = 0.028570

Sally Cheston Ellzey (widow)
Mary Cheston (Ellzey) Thomas)
Alice (Ellzey) Blake) children
James Murray Ellzey, Jr.)

died 9/8/46

Florence (Ellzey) Mason (widow)
James Murray Ellzey III
Mason Graham Ellzey
Lois Ellzey

Examiner Exhibit No. 1
[illegible] et al. vs. Ellzey, et al.
No. 10,836 Eq.
filed 11-19-53
64

(2)

SUMMARY

Fanny C. Murray (owner of 1/7 interest)

Last Will & Test.
RB 1-363
died 4/22/06

William T. Murray	)	
James H. Murray	)	
Helen M. Ellzey	)	each to re-
Fanny C. (Ellzey) Murray	)	ceive 1/11
Mason Graham Ellzey	)	part or
Mary Preston (Ellzey) Van Doren	)	1/77
James Murray Ellzey	)	
William T. Murray, Jr.	)	
Fenwick Murray	)	
James H. Murray (son of Wm.T.)	)	
Churchill Murray	)	

1/77 = 0.012981

died
10/21/32

Sally Cheston Ellzey (widow)
Mary Cheston (Ellzey) Thomas)
Alice (Ellzey) Blake) children
James Murray Ellzey, Jr.)

died
9/8/46

Florence (Ellzey) Mason (widow)
James Murray Ellzey III
Mason Graham Ellzey
Lois Ellzey

Examiner's Exhibit No. 2
~~Ellzey~~ etc., et al. vs. Ellzy, et al.
No. 19,836 Eq.
filed 11/19/53
65

(3)

LIBER 86 PAGE 183

SUMMARY

Margaret C. Murray (owner of 1/7 int.)

Last Will & Test.
OBD-2-274
died 2/8/20

Alice M. Murray	1/5 of 1/7 = 1/35
Elizabeth C. Murray	1/5 of 1/7 = 1/35
William T. Murray	1/5 of 1/7 = 1/35
James H. Murray	1/5 of 1/7 = 1/35

Helen Mason Ellzey	) children of a
Fanny C. (Ellzey) Murray	) dec'd. sister
Mason Graham Ellzey	) Mary C. Ellzey
Mary Preston (Ellzey) VanDoren	) 1/5 of 1/7 =
James Murray Ellzey	) 1/35

1/5 of 1/35 = $\frac{1}{175}$ = 0.005714

died
10/21/32

Sally Cheston Ellzey (widow)
Mary Cheston (Ellzey) Thomas) children
Alice (Ellzey) Blake)
James Murray Ellzey, Jr.)

died
9/8/46

Florence (Ellzey) Mason
James Murray Ellzey III
Mason Graham Ellzey
Lois Ellzey

Examiner's Exhibit No. 3
Ellzey, etc., et al. vs. Ellzey, et al.
No. 10,836 Eq
filed 11/19/53

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(4)

LIBER 86 PAGE 184

SUMMARY

Alice M. Murray (owned 1/7 interest plus 1/35 interest under Margaret's will) Total 6/35 int.

Last Will & Test.
OBD 2-409
died 3/15/21

Her share was inherited by her surviving brothers & sisters & children of a deceased brother or sister

Elizabeth C. Murray	)	1/5 of 6/35
Margaret C. Murray (predeceased sister)	)	1/5 of 6/35
James H. Murray	)	1/5 of 6/35
William T. Murray	)	1/5 of 6/35
Helen Mason Ellzey	) children of	
Fanny C. (Ellzey) Murray	) a deceased	
Mason Graham Ellzey	) sister	1/5 of 6/35
Mary Preston (Ellzey) VanDoren	)	

his share of Margaret's estate would be 1/125 of 6/35 → James Murray Ellzey

died 10/21/32

1/25 of 6/35 = 0.006857
+ 1/125 of 6/35 = 0.001378
0.008235

Sally Cheston Ellzey (widow)

Mary Cheston (Ellzey) Thomas	)	
Alice (Ellzey) Blake	)	children
James Murray Ellzey, Jr.	)	

died 9/8/46

Florence (Ellzey) Mason
James Murray Ellzey III
Mason Graham Ellzey
Lois Ellzey

Examiner's Exhibit No. 4
Mason, et al. vs. Ellzey, et al.
No. 10,836 Eq.
filed 11/19/53

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(3)

LIBER 86 PAGE 185

James Murray Ellzey — at the time of his death he was seized of the following interests

	0.028570
	0.012981
	0.005710
	0.008235
TOTAL	0.055496

died 10/21/32

1/3 of 0.055496 = 0.018498 — Sally Cheston Ellzey (widow) — 1/3 = 3/9

2/9 of 0.055496 = 0.012332 — Mary Cheston (Ellzey) Thomas
2/9 of 0.055496 = 0.012332 — Alice (Ellzey) Blake
2/9 of 0.055496 = 0.012332 — James Murray Ellzey, Jr.
) 2/3 or each 2/9

died 9/8/46 — 2/9

1/3 of 0.012332 = 0.004110.6 — Florence (Ellzey) Mason (widow)

2/9 of 0.012332 = 0.0027404 — (*) James Murray Ellzey III
2/9 of 0.012332 = 0.0027404 — (*) Mason Graham Ellzey } by Guts
2/9 of 0.012332 = 0.0027404 — (*) Lois Ellzey }

Claimants Exhibit No. 5
Mason, etc., et al. vs. Ellzey, et al.
No. 10,836 Eq
Filed 11/10/53

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FLORENCE ELLZEY MASON, Parent and next friend of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY #10,836 - Equity
	*	
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infants	*	
	*	
	* * *	

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered and the Court, being of the opinion that it would be to the benefit and advantage of said infant defendants to sell the property described in the foregoing proceedings, and the Court being also of the opinion that the interests of said infant defendants are so small that a public sale of said interests would be impractical, it is thereupon, this 18th day of December 1953, by the Circuit Court for Anne Arundel County, sitting in equity, ADJUDGED, ORDERED and DECREED that the property of the infant defendants mentioned in the foregoing proceedings be sold; that William J. McWilliams be, and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, in the penalty of One Thousand Dollars ($1,000.00), conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then proceed to make a private sale of said property at a price not less than Three Hundred Dollars ($300.00), plus an amount

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Filed 18 Dec., 1953.

equal to all of the costs of this proceeding, the terms of which shall be One Hundred Dollars ($100.00) in cash and the balance upon the ratification of said sale by this Court and as soon as may be convenient after such sale the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before) the Trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, the plaintiff and defendants, and those claiming by, from or under them or either of them; and the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit. The Trustee shall not be entitled to any commissions.

Benjamin Michaelson
Judge

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FLORENCE ELLZEY MASON, Parent and next friend of James Murray Ellzey, III, Mason Graham Ellzey and Lois Ellzey, Infants	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY #10,836 - Equity
	*	
JAMES MURRAY ELLZEY, III MASON GRAHAM ELLZEY, and LOIS ELLZEY, Infants	*	
	*	
	* * *	

REPORT OF SALE

The report of William J. McWilliams, Trustee appointed by a decree of this Honorable Court passed in the above entitled cause dated the 18th day of December 1953, to make sale of certain real estate therein mentioned, respectfully shows:

That, after giving bond with secureity for the faithful performance of his trust, and after having complied with all the other prerequisites as required by law and the said decree, and being of the opinion that he would receive no better offer from any other person, your Trustee reports that he sold the interests of said infant defendants to E. Churchill Murray for the sum of Three Hundred Dollars ($300.00), plus an amount equal to all of the costs of this proceeding, the same being the highest offer he could obtain for said property, the terms of sale being One Hundred Dollars ($100.00) in cash and the balance upon the ratification of said sale by this Honorable Court.

William J. McWilliams, Trustee

Filed 21 Dec., 1953.

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STATE OF MARYLAND)
) ss
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 21" day of December 1953 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS, Trustee, 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.

WITNESS my hand and Notarial Seal.

Wesley J. Brown
Notary Public

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have this day purchased the property mentioned above from William J. McWilliams, Trustee, for the sum of Three Hundred Dollars ($300.00), plus an amount equal to all of the costs in this proceeding, and I hereby agree to abide by the terms of sale.

E. Churchill Murray
E. Churchill Murray

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LIBER 86 PAGE 190

ORDER NISI

FLORENCE ELLZEY MASON,
Parent and next friend of
JAMES MURRAY ELLZEY, III;
MASON GRAHAM ELLZEY and
LOIS ELLZEY, Infants

versus

JAMES MURRAY ELLZEY, III,
MASON GRAHAM ELLZEY, and
LOIS ELLZEY, Infants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,836 Equity

Ordered, this 21 day of December, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by William J. McWilliams, Trustee~~s~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 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 25 day of January next.

The report states that the amount of sales to be $ 300.00, plus an amount equal to all of the costs of this Proceeding.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

Filed 21 Dec., 1953.

(Final Order)

FLORENCE ELLZEY MASON,
Parent and next friend of
JAMES MURRAY ELLZEY, III,
MASON GRAHAM ELLZEY AND
LOIS ELLZEY, Infants

versus

JAMES MURRAY ELLZEY, III,
MASON GRAHAM ELLZEY, and
LOIS ELLZEY, Infants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 3d day of Feby finally, 1954, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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Filed 3 Feb., 1954

LIBER 86 PAGE 191 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. 10,836 Equity

FLORENCE ELLZEY MASON, Parent and next friend of JAMES MURRAY ELLZEY, III, MASON GRAHAM ELLZEY and LOIS ELLZEY, Infants

Vs.

JAMES MURRAY ELLZEY, III, MASON GRAHAM ELLZEY, And LOIS ELLZEY, Infants.

Ordered, this 21st day of December, 1953: That the sale of the Real Estate in these Proceedings mentioned, made and reported by William J. McWilliams, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th 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 25th day of January next.

The report states that the amount of sales to be $300.00, plus an amount equal to all of the costs of this Proceeding.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1954

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 10,836

James Murray Ellzey, III

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 January, 1954. The first insertion being made the 24th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

No. M. G. .....

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Filed 27 Jan., 1954.

Judicial 10 12-24-26 500—TRUSTEE TO SELL

No. 10,836 Equity ✓

UNITED STATES FIDELITY AND GUARANTY COMPANY

BALTIMORE, MARYLAND.

Know all Men by these Presents:

That we, William J. McWilliams, as Principal, of Annapolis, Maryland and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand and no/100 - - - - - - - - - - - - - - - - - - -Dollars ($1,000.) 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 Twenty-Eighth day of January in the year of our Lord one thousand, nine hundred and fifty-four.

Whereas the above bounden William J. McWilliams by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell Real Estate mentioned in the proceedings in the case of No. 10836 Equity

Florence Ellzey Mason, Parent, et al

vs.

James Murray Ellzey, III, et al

now pending in said Court.

Now the Condition of the above Obligation is such that, if the above bounden William J. McWilliams do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

J. Willis Martin — William J. McWilliams (Seal)
William J. McWilliams

(Seal)

(Seal)

United States Fidelity and Guaranty Company

By Dorothy I. Miller
Attorney-in-Fact

~~Attest~~: Witness:
J. Willis Martin
~~Assistant Secretary~~

Approved this 2 Feb, 1954
John H. Hopkins, 3rd, Clerk
Filed 2 Feb., 1954

LIBER 86 PAGE 193

In the Case of

Florence Ellzey Mason,
Parent and next friend of
James Murray Ellzey, III, et al
VS.
James Murray Ellzey, III,
et al, Infants

In the

Circuit Court

For

Anne Arundel County

No. 10,836 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.

February 16, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

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Filed 17 Feb., 1954.

Dr. Florence Ellzey Mason, parent and next friend of James Murray Ellzey, III, et al vs. James Murray Ellzey, III, et al, infants in ac.

Trustee's commissions Waived.				
To Trustee for Court costs, viz:				
Plaintiff's Solicitor'a appearance fee	10	00		
Clerk of Court - Court costs	59	50		
C. W. Cunningham - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	10	00		
George J. Crowley - Guardian ad litem's fee	4	00		
Auditor - stating this account	9	00	102	50
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U. S. Fidelity & Guaranty Co. - bond premium	10	00		
Robert A. Wilson - service on non-residents	15	00		
Tilden O. Atwell and Jack Cohen - appraisers' fees and testimony	10	00		
Clerk of Court - certified copies deeds	16	00		
Viola J. Brown - notary fees	1	00	66	00
Balance for distribution $300.00				
Distributed as follows:				
To James Murray Ellzey, III -one-third	100	00		
To Mason Graham Ellzey - one-third	100	00		
To Lois Ellzey - one-third	100	00	300	00
			468	50

with William J. McWilliams, Trustee Cr.

Decree 1953 Dec.	18	Proceeds of Sale	300 00	300 00
		Expenses of these proceedings to be paid by purchaser in accordance with said decree of 12/18/53	168 50	168 50
			468 50	

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LIBER 86 PAGE 196

ORDER NISI

Florence Ellzey Mason,
Parent and next friend of
James Murray Ellzey, III, et al

VERSUS

James Murray Ellzey, III,
et al, infants

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,836 Equity.

ORDERED, This 17 day of February, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29 day of March next.

Filed 17 Feb, 1954. John A. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of January, 1955, 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 24 Jan., 1955.

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LIBER 86 PAGE 197 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10836

James Murray Ellzey III

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 29 th day of March, 1954. The first insertion being made the 25 th day of February, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 372

By Marie Tate

80

Filed 24 Jan., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,836 Equity

FLORENCE ELLZEY MASON, Parent And Next Friend Of JAMES MURRAY ELLZEY, III, et al

Vs.

JAMES MURRAY ELLZEY, III, et al, Infants

Ordered, this 17th day of February, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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LIBER 86 PAGE 198

Irving H. Mezger, Attorney	*	
Named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Edward K. Tanner and Edith C.	*	ANNE ARUNDEL COUNTY
Tanner, his wife.	*	Equity No. 10,834

* * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger
Irving H. Mezger
Attorney named in Mortgage

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 13 Oct., 1953.

JB

LIBER 86 PAGE 199

BOOK 642 PAGE 37

No. 10,834 Equity

No Stamps Required

THIS MORTGAGE, Made this 4th day of September- -, in the year one thousand nine hundred and fifty-one- -, between EDWARD K. TANNER and EDITH C. TANNER, his wife- - - - - - - - -, of the County of Anne Arundel- , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Five Thousand ($5000.00)- Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-Five Dollars and Fifty-One Cents ($55.51)- - commencing on the tenth day of October- -1951, and on the tenth- - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Fifth Election District of Anne Arundel County- -, and described as follows:

~~BEGINNING~~ BEING known and designated as the Easternmost one-half of Lot No. One Hundred Eighty-Eight (188) and all of Lot No. One Hundred Eighty-Seven (187) as laid down and shown on the Plat of Margate which place is duly recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 3, folio 3, now recorded in Plat Cabinet 1, Rod X, Plat 3.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 13 Oct., 1953.

2

BEING the same lots of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by James F. Hill and Carolyn B. Hill, his wife.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

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

PROVIDED, however, if the said mortgagors, their heirs, personal representatatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the tenth day of each and every month the sum of Five ($5.00) Dollars- - - - - - - - - - - - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its sucoessors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

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ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby morgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 86 PAGE 203

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Jane E. Bruce

Edward K. Tanner (SEAL)

Edith C. Tanner (SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 4th day of September- ,1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edward K. Tanner and Edith C. Tanner, his wife- -

- -

known to me (or satisfactorily proved) to be the persons whose names aresubscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce

Notary Public

My Commission Expires May 4th, 1953.

Recorded-7th-Sept-1951-at-9:00-A.M.

- 5 -

BOOK 642 PAGE 41

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

6

51-366

D
edm

LIBER 86 PAGE 204

2802

(2)

MORTGAGE

From:

Edward K. Tanner
and
Edith C. Tanner,
his wife

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 7 Day
of Sept. 1951, at 9 A. M.
and the same day recorded in Liber
J.H.H., No. 642 Fol. 37, Land
Records of Anne Arundel County.
John H. Hopkins Jr.
Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

LIBER 86 PAGE 205

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

Irving H. Mezger, Attorney named

in Mortgage

vs.

Edward K. Tanner and Edith C.

Tanner, his wife

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Docket ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City

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

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

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

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

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

Arundel Federal Savings and Loan Association of Baltimore City
By: John P. Helmer
Affiant.
John P. Helmer, President

Subscribed and sworn to before me this 26th day of October 19 53

Joan M. Krager *Notary Public*

Filed 28 Oct., 1953.

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LIBER 86 PAGE 206

STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney named in Mortgage

vs.

Edward K. Tanner and Edith C. Tanner, his wife

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage		$5,000.00
Less - Total amount paid on account of Principal	$330.61	
Less - Credit Expense Account	18.00	348.61
Net Balance		$4,651.39
Plus accumulated interest to October 31st, 1953 (with interest thereafter at rate of 6% per annum)		23.34
Total amount of mortgage indebtedness		$4,674.73

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke Jr.
Henry C. Bourke, Jr., Treas.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of October in the year nineteen hundred and fifty-three, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City,

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

Joan M. Krager
Notary Public

Filed 28 Oct., 1953.

LIBER 86 PAGE 207

Jud. 14042.

No. 10,834 Equity

MORTGAGEE OR ATTORNEYS' BOND

No. 90-133192-J

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 4th Floor Park Avenue Building, Park Avenue and Saratoga Street, Baltimore 1, Md.

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 Five Thousand and 00/100 ($ 5,000.00) *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, 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* 27th *day of* October *in the year of our Lord nineteen hundred and* fifty-three.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Edward K. Tanner and Edith C. Tanner, his wife

to Arundel Federal Savings & Loan Association of Baltimore City

dated September 4th, 1951 *and recorded in Liber* JHH *No.* 642 *folio* 37 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Irving H. Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Joan M. Krager

Irving H. Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell - Attorney-in-fact

ATTEST: L. Pill
L. Pill

Approved this 28 Oct., 1953
John H. Hopkins, 3rd, Clerk

10

Filed 28 Oct., 1953.

STATE OF MARYLAND, Baltim( )City, act:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 27th day of October 19 53 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary

LIBER 86 PAGE 208

In the Matter of the Sale of * IN THE CIRCUIT COURT

the Mortgaged Real Estate of * FOR

Edward K. Tanner and Edith C. * ANNE ARUNDEL COUNTY

Tanner, his wife. * Equity No. 10,834

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 20th day of November, 1953, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Association of Baltimore City the property described as follows:

> Being all those Lots of ground situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and known as the Easternmost one-half of Lot No. One Hundred Eighty-eight (188) and all of Lot No. One Hundred Eighty-seven (187), Plat of Margate, as fully described in the mortgage from Edward K. Tanner and Edith C. Tanner, his wife, dated September 4th, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 642, folio 37.

At and for the price of Twenty-six Hundred Ten ($2,610.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice President.

E. T. Newell & Co., Inc., Auctioneers

By: John M. Miller, Jr.
VICE-PRESIDENT

We hereby certify that we purchased the above described property at and for the price of Twenty-six Hundred Ten ($2,610.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Henry C. Bourke, Jr., its Treasurer.

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

Filed 24 Nov., 1953.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Edward K. Tanner and Edith C. Tanner, his wife.	*	Equity No. 10,834

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the mortgage from Edward K. Tanner and Edith C. Tanner, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, November 20th, 1953, at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Fifth Election District, Anne Arundel County, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City, at and for the sum of Twenty-six Hundred Ten ($2,610.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger
Irving H. Mezger
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 23rd day of November, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Irving H. Mezger, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joan M. Krager
Joan M. Krager, Notary Public

Filed 24 Nov., 1953.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

LIBER 86 PAGE 210

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Edward K. Tanner and
Edith C. Tanner, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,834 Equity

Ordered, this 24 day of November, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 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 4 day of January next.

The report states that the amount of sales to be $ 2,610.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 24 Nov., 1953.

Irving H. Mezger,
Attorney named in Mortgage

versus

Edward K. Tanner and
Edith C. Tanner, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5-24 day of January, 1954 that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

13

LIBER 86 PAGE 211 · 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. 10,834 Equity
IRVING H. MEZGER Attorney Named in Mortgage

Vs.

EDWARD K. TANNER And EDITH C. TANNER, His Wife.

Ordered, this 24th day of November, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th 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 4th day of January next.

The report states that the amount of sales to be $2,610.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec. 30, 1953

We hereby certify, that the annexed

Order Nisi - Sale

Eq - 10,834

Edward K. Tanner.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of January, 1954. The first insertion being made the 31st day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hugh P. Tilghman

No. MCG. .....

14

Filed 31 Dec., 1953.

LIBER 86 PAGE 212

In the Case of

Irving H. Mezger,
Attorney named in Mortgage

vs.

Edward K. Tanner
and
Edith C. Tanner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,834 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.

February 17, 1954

All of which is respectfully submitted.

Laura K. Jacklevic
Auditor.

14

Filed 23 Feb., 1954.

Dr. Irving H. Mezger, Attorney named in Mortgage vs. Edward K. Tanner and Edith C. Tanner, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	110	25	160	25
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	25	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	18	00		
Maryland Casualty Co. - bond premium	20	00		
E. T. Newell & Co., Inc. - auctioneer's fee	50	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Joan M. Krager - notary fees	1	00	131	30
To Arundel Federal Savings & Loan Ass'n of Baltimore City - this balance on account mortgage claim	2,283	93	2,283	93
			2,613	23
Amount of mortgage claim filed	4,674	73		
Cr. Amount allowed as above	2,283	93		
Balance subject to decree in personam	2,390	80		

15

with Irving H. Mezger, Attorney named in Mortgage Cr.

1953				
Nov.	20	Proceeds of Sale	2,610 00	2,610 00
		Refund 1953 State and County taxes (1 month ten days)	3 23	3 23
				2,613 23

LIBER 86 PAGE 215

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage
VERSUS
Edward K. Tanner
and
Edith C. Tanner, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,834 Equity.

ORDERED, This 23 day of February, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29 day of March next.

Filed 23 Feb, 1954. John H. Hopkins, Jr., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of April, 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 3 Apr, 1954.

#17

LIBER 86 PAGE 216

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 1, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10834

Edward K. Tanner

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 March, 1954. The first insertion being made the 25th day of February, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 2 apr., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,834 Equity
IRVING H. MEZGER, Attorney Named In Mortgage

Vs.

EDWARD K. TANNER And EDITH C. TANNER, His Wife.

Ordered, this 23rd day of February, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-11

No. M.G. 376

18

LIBER 86 PAGE 217

IN THE MATTER OF THE SALE OF	:	No. 10,840 Equity
THE MORTGAGED REAL ESTATE OF	:	In the Circuit Court
DARWIN E. BREWER, SR., AND	:	for
ESTHER T. BREWER, HIS WIFE	:	Anne Arundel County

Mr. Clerk:

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

William W. Townshend, Jr.,
Attorney named in Mortgage

Filed 19 Oct., 1953.

LIBER 86 PAGE 218

LIBER 713 PAGE 311

No. 10,840 Equity

PURCHASE MONEY

This Mortgage, made this 11th day of October ,

in the year one thousand nine hundred and fifty-two, between Darwin E. Brewer, Sr., and Esther T. Brewer, his wife of Washington, D.C., 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

FIVE THOUSAND DOLLARS- ($5,000.00)

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 FIFTY DOLLARS- - - - - - - - - - - - - - - ($50.00) Dollars plus one-twelfth of the annual taxes, water rents ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the eleventh 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 the Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at a fence post in the southeast corner of the land hereby conveyed, said post on the north side of a road, and running from said post and with the lands of Ulysses Turner North 10 degrees 5 minutes West, 11.16 perches to a post in a road; thence leaving said lands and running with said road South 88 degrees 30 minutes West, 6.66 perches to a post; thence leaving said road and running South 18 degrees 25 minutes East, 13.14 perches to a fence post on the north side of the first-mentioned road; thence with the north side of said road North 69 degrees 55 minutes East, 4.89 perches to the place of beginning. Containing one rood and 28-3/4 square perches of land, more or less.

BEING the same property conveyed to the within-named Mortgagors from Edward P. Petherbridge and Irene A. Petherbridge, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Filed 19 Oct, 1953.

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.

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If, however, the said Mortgagors, his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

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

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagors, his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagors 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 William W. Townshend, Jr., 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 Mortgagors, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagors covenant to warrant specially said lot of ground and to execute such other assurances thereof as may be requisite.

Witness the hands and seals of the said Mortgagors.

WITNESS:

Alice C. Hudak
Alice C. Hudak

Darwin E. Brewer Sr. (SEAL)
Darwin E. Brewer, Sr.

Esther T. Brewer (SEAL)
Esther T. Brewer

(SEAL)

LIBER 86 PAGE 221

LIBER 713 PAGE 314

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 11th day of October, 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 Darwin E. Brewer, Sr., and Esther T. Brewer, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names 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.

Alice C. Hudak

Notary Public

Alice C. Hudak

My commission expires

Recorded- 14th Oct., 1952, at 11 A.M.

WM. W. TOWNSHEND, JR.
Attorney
Towns-Worth Bldg.
Annapolis, Md.

PURCHASE MONEY

MORTGAGE

FROM

DARWIN E. BREWER, SR., AND

ESTHER T. BREWER, HIS WIFE

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Oct. 14

19 52 at 11 o'clock A M.

Same day recorded in Liber [illegible]

No. 713 folio 311 &c. one of the Land Records of ~~Baltimore~~ [illegible]

and examined per [illegible]

Clerk.

Cost of Record $ [illegible]

LIBER 86 PAGE 222

No. 10,840 Equity

A T T O R N E Y ' S S A L E

of

VALUABLE IMPROVED REAL ESTATE

By virtue of a power of sale contained in a mortgage from Darwin E. Brewer, Sr., and Esther T. Brewer, his wife, to the United Federal Savings and Loan Association of Glen Burnie, dated October 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 713, Folio 311, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises at West Shadyside, Anne Arundel County, Maryland, on

TUESDAY, NOVEMBER 17, 1953

at 11 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, West Shadyside, Maryland, and more particularly described as follows:

BEGINNING for the same at a fence post in the southeast corner of the land hereby conveyed, said post on the north side of a road, and running from said post and with the lands of Ulysses Turner North 10 degrees 5 minutes West, 11.16 perches to a post in a road; thence leaving said lands and running with said road South 88 degrees 30 minutes West, 6.66 perches to a post; thence leaving said road and running South 18 degrees 25 minutes East, 13.14 perches to a fence post on the north side of the first-mentioned road; thence with the north side of said road North 69 degrees 55 minutes East, 4.89 perches to the place of beginning. Containing one rood and 28-3/4 square perches of land, more or less.

BEING the same property conveyed to Darwin E. Brewer, Sr. and Esther T. Brewer, his wife, from Edward P. Petherbridge and Irene A. Petherbridge, his wife, by deed dated October 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 713, Folio 309.

The above property is improved by a two-story frame 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

ROBERT CAMPBELL, AUCTIONEER

Maryland Gazette
October 22, 29
November 5, 12

Filed 19 Oct., 1953.

In the Matter of the Mortgaged : No. 10.840 Equity
Real Estate of Drawin E. Brewer, Sr., : In the Circuit Court
and Esther T. Brewer, his wife : for Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Drawin E. Brewer, Sr. and Esther T. Brewer, his wife, to United Federal Savings and Loan Assn. of Glen Burnie, dated October 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 713, Folio 311.		$5,000.00
Paid on account		128.18
		$4,871.82
Interest thereon to September 30, 1953 . .	$ 72.60	
Interest thereon for October, 1953	24.20	
Interest thereon to November 17, 1953 . .	12.50	
	$109.30	109.30
		$4,981.12

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of November, 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 Mortgage, and made oath in due form of law that the above statement of mortgage claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice C. Hudak

Alice C. Hudak, Notary Public

Filed 9 Nov, 1953.

LIBER 86 PAGE 224 130205

No. 10,840 Equity.

New Amsterdam Casualty Company

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

Know All Men By These Presents:

THAT WE, **William W. Townshend Jr. Annapolis, Maryland,**

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, 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 **FIFTY-TWO HUNDRED AND 00/100** - - - - - - - - - Dollars ($ **5200.00**), 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 **11th** day of **November** in the year of our Lord one thousand nine hundred and **fifty-three.**

WHEREAS, the above bounden **William W. Townshend Jr.**

by virtue of a decree of the Honorable the Judge of **Circuit Court of Anne Arundel County**

has been appointed **Trustee to sell**

mentioned in the proceedings in the case of **United Federal Savings & Loan Association**

vs.

Darwin E. Brewer Sr. and
Esther T. Brewer, his wife

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN **William W. Townshend Jr.** do **es** and shall well and faithfully perform the trust reposed in **him** by said decree, or that may be reposed in **him** by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Eleanor L. Owings

William W. Townshend Jr (SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

ATTEST: As to Surety:

E.M. Keyser

E.M. Keyser

As Trustee—Receiver 500-7-47

approved this 13 Nov. 1953
John A. Hopkins, Jr. Clerk

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed $250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
Assistant Secretary

G. LEE BURGESS
Vice-President

NEW AMSTERDAM CASUALTY COMPANY INCORPORATED 1898

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, Nov. 11th, 19 53

NEW AMSTERDAM CASUALTY COMPANY

Assistant Secretary

Filed 13 Nov. 1953

Form 1-517 Md. 2m-1-53

Filed 18 Nov., 1953

LIBER 86 PAGE 225

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

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

By virtue of a power of sale contained in a mortgage from Darwin E. Brewer, Sr., and Esther T. Brewer, his wife, to the United Federal Savings and Loan Association of Glen Burnie, dated October 11, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 713, folio 311, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises at West Shadyside, Anne Arundel County, Maryland, on

TUESDAY, NOVEMBER 17, 1953

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

all that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, West Shadyside, Maryland, and more particularly described as follows:

BEGINNING for the same at a fence post in the southeast corner of the land hereby conveyed, said post on the north side of a road, and running from said post and with the lands of Ulysses Turner North 10 degrees 5 minutes West 11.16 perches to a post in a road; thence leaving said lands and running with said road South 88 degrees 30 minutes West 6.66 perches to a post; thence leaving said road and running South 18 degrees 25 minutes East 13.14 perches to a fence post on the north side of the first-mentioned road; thence with the north side of said road North 69 degrees 55 minutes East 4.89 perches to the place of beginning. Containing one rod and 28¾ square perches of land, more or less.

BEING the same property conveyed to Darwin E. Brewer, Sr., and Esther T. Brewer, his wife, from Edward P. Petherbridge and Irene A. Petherbridge, his wife, by deed dated October 11, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 713, folio 309.

The above property is improved by a two-story frame dwelling with modern conveniences.

TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of 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, Maryla:

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Annapolis, Maryland
November 17, 1953

This is to certify that I have this 17th day of November, 1953, sold the property described by said advertisement in the Seventh Election District of Anne Arundel County, containing one rood and 28-3/4 square perches, more or less, West Shadyside, to Theodore S. Gaape at and for the sum of $5700.00 being then and there the highest bidder for said property.

Robert H. Campbell, Auctioneer

Annapolis, Maryland
November 17, 1953

I hereby certify that I have this 17th day of November, 1953, purchased from William W. Townshend, Jr., Attorney named in Mortgage, the property situated in the Seventh Election District of Anne Arundel County, containing one rood and 28-3/4 square perches, more or less, West Shadyside, at and for the sum of $5700.00 and do hereby agree to comply with the terms of sale.

Purchaser

Purchaser

Filed 18 Nov, 1953.

In the Matter of the Mortgaged : No. 10,840 Equity
Real Estate of Darwin E. Brewer, Sr., : In the Circuit Court
and Esther T. Brewer, his wife : for Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Darwin E. Brewer, Sr., and Esther T. Brewer, his wife, to the United Federal Savings and Loan Association of Glen Burnie, dated October 11, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 713, Folio 311, 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 avertisement 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 in West Shadyside, on Tuesday, November 17, 1953, at 11:00 o'clock A.M., and then and there sold the said property to Theodore S. Grape at and for the sum of Five Thousand Seven Hundred Dollars ($5,700.00), being at that figure the highest bidder therefor, said property being the following:

BEGINNING for the same at a fence post in the southeast corner of the land hereby conveyed, said post on the north side of a road, and running from said post and with the lands of Ulysses Turner North 10° 5' West, 11.16 perches to a post in a road; thence leaving said lands and running with said road South 88°30' West, 6.66 perches to a post; thence leaving said road and running South 18° 25' East, 13.14 perches to a fence post on the north side of the first-mentioned road; thence with the north side of said road North 69° 55' East, 4.89 perches to the place of beginning. Containing one rood and 28-3/4 square perches of land, more or less.

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Filed 18 Nov., 1953.

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.

Wm. W. Townshend

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 November, 1953, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

ALICE C. HUDAK NOTARY PUBLIC ANNE ARUNDEL CO.

Alice C. Hudak

Alice C. Hudak, Notary Public

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LIBER 86 PAGE 229

ORDER NISI

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

~~XXXXXXX~~

DARWIN E. BREWER, Sr., AND ESTHER T. BREWER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,840 Equity

Ordered, this 18 day of November, 1953, 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 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.

The report states that the amount of sales to be $5,700.00.

John K. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 18 Nov., 1953.

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

~~XXXXXXX~~

DARWIN E. BREWER, Sr., AND ESTHER T. BREWER, HIS WIFE

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29th 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.

Benjamin Michaelson Judge

13

Filed 29 Dec., 1953.

WILLIAM W. TOWNSHEND, JR.,
ATTORNEY
TOWNS-WORTH B[illegible], SOUTH ST.
ANNAPOLIS, MD.

ATTORNEY'S SALE
of
VALUABLE IMPROVED
REAL ESTATE

By virtue of a power of sale contained in a mortgage from Darwin E. Brewer, Sr., and Esther T. Brewer, his wife, to the United Federal Savings and Loan Association of Glen Burnie, dated October 11, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 713, Folio 311, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises at West Shadyside, Anne Arundel County, Maryland, on

TUESDAY, NOVEMBER 17, 1953
at 11 o'clock A. M.

All that tract or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, West Shadyside, Maryland, and more particularly described as follows:

BEGINNING for the same at a fence post in the southeast corner of the land hereby conveyed, said post on the north side of a road, and running from said post and with the lands of Ulysses Turner North 10 degrees 5 minutes West, 11.16 perches to a post in a road; thence leaving said lands and running with said road South 88 degrees 30 minutes West, 6.66 perches to a post; thence leaving said road and running South 18 degrees 25 minutes East, 13.14 perches to a fence post on the north side of the first-mentioned road; thence with the north side of said road North 69 degrees 55 minutes East, 4.89 perches to the place of beginning. Containing one rood and 28-¾ square perches of land, more or less.

BEING the same property conveyed to Darwin E. Brewer, Sr., and Esther T. Brewer, his wife, from Edward P. Petherbridge and Irene A. Petherbridge, his wife, by deed dated October 11, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 713, Folio 309.

The above property is improved by a two-story frame 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
ROBERT CAMPBELL, AUCTIONEER
n-12

OFFICE OF LIBER 86 PAGE 230

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

Darwin E. Brewer, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of Nov, 1953. The first insertion being made the 22nd day of Oct, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 19 Nov., 1953.

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. 10,840 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED ESTATE OF DARWIN E. BREWER, SR., AND ESTHER T. BREWER, HIS WIFE.

Ordered, this 18th day of November, 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 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.

The report states that the amount of sales to be $5,700.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-17

No. M. G. .....

15

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec. 28, 1953

We hereby certify, that the annexed

Order Nisi

Eq. 10,840

Darwin E. Brewer Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th. day of Dec., 1953. The first insertion being made the 26th. day of Nov., 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Virgil P. Talghman

Filed 29 Dec., 1953.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~MS~~
Darwin E. Brewer, Sr.,
and
Esther T. Brewer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,840 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.

January 5, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

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Filed 5 Jan., 1954

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Darwin E. Brewer, Sr., and Esther T. Brewer, his wife in ac.

To Attorney for Commissions, viz:	202	03		
To Attorney for Fee, viz:	35	00	237	03
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	20	75		
Auditor - stating this account	13	50	44	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	43	76		
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	80		
Robert H. Campbell - auctioneer's services	35	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Alice C. Hodek - notary fees	1	00	130	85
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim filed	4,981	12	4,981	12
To Edward P. Petherbridge and Irene A. Petherbridge, his wife, second mortgagees- this balance on account mortgage claim	346	92	346	92
			5,740	17
Amount of second mortgage claim filed	3,233	26		
Cr. Amount allowed as above	346	92		
Balance due	2,886	34		

17

with William W. Townshend, Jr., Attorney named in Mortgage

Cr.

1953				
Nov.	17	Proceeds of Sale	5,700 00	
		Interest on deferred payment to 12/31/53	34 32	5,734 32
		Refund 1953 State and County taxes ($47,25 - adjusted to 11/17/53)	5 85	5 85
				5,740 17

LIBER 86 PAGE 235

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
~~VERSUS~~ of
Darwin E. Brewer, Sr.,
and
Esther T. Brewer, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,840 Equity.

ORDERED, This 5th day of January, 19 54, 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 February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of February next.

Filed 5 Jan., 1954 John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of February, 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 ~~Grantee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 24 Feb., 1954

LIBER 86 PAGE 236

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,840 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of DARWIN E. BREWER, SR., And ESTHER T. BREWER, His Wife.

Ordered, this 5th day of January, 1954, 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 February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

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

j-28

No. M. G. 11980

20

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 3, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 10840

Darwin E. Brewer, Sr.

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 February, 1954. The first insertion being made the 14th day of January, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 23 Feb., 1954.

LIBER 80 PAGE 237

CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
VS.	*	FOR
RAYMOND O TRENT. SR.	* * * * * * * *	ANNE ARUNDEL COUNTY

Mr. Clerk:

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

John O. Dumler

Attorney named in Mortgage

Rec'd. 17 Nov. 1953.

LIBER 80 PAGE 238

[DR.—COUNTY]

No. 10,862 Equity

Mortgage

THIS MORTGAGE, Made this twenty-second day of October, in the year Nineteen Hundred and Forty-five, by and between Raymond O. Trent, Sr.

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of - - Sixteen Hundred - - Dollars ($ 1600.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of - - Sixteen Hundred - - Dollars ($ 1600.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of - - six - - per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of - - Twenty-six - - Dollars ($ 26.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of November, 19 45 , and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

BEING known and designated as Lots Numbered Twenty-six (26), Twenty-seven (27), and Twenty-eight (28), in Section F, as shown on the plat of Portworth in Anne Arundel County, formerly known as Green Haven, Armiger Addition, which plat is duly filed among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 59, etc.

BEING the same lots of ground which, by lease of even date herewith, and recorded or intended to be recorded among the Land Records aforesaid prior hereto, were demised and leased by Marie J. Suwalski, unmarried, to the said Raymond O. Trent, Sr., for the renewable term of ninety-nine years, at and under the annual rent of Twelve Dollars, payable in equal semi-annual instalments on the twenty-second days of April and October in each and every year.

3242
6-17

Plaintiff's Exhibit A.

Filed 17 Nov., 1953.

WHEREAS, This mortgage shall also secure future advances, as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session, in the year 1945, or any supplement thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, subject to the annual ground rent of Twelve Dollars, as aforesaid.

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, 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 personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; 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, or assigns or 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 fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, 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, his personal representative 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 and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, 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:

Raymond O. Trent Sr. (SEAL)
Raymond O. Trent, Sr.

Edith L. Lindsay
Edith L. Lindsay

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this twenty-second day of October, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Raymond O. Trent, Sr., known to me to be - - the above-named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his act:

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

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

Edith L. Lindsay
Edith L. Lindsay Notary Public
My commission expires May 5, 1947

BLOCK No.

TO

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

(DR COUNTY)
File No. 6217-T
Property:
Lots 26-27-28, Sec. F,
High Point

Description approved

Execution approved

LIBER 86 PAGE 242

CAPITAL BUILDING AND LOAN, THE ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
VS	*	FOR
RAYMOND O. TRENT SR.	**********	ANNE ARUNDEL COUNTY

No. 10,862 Equity

I HEREBY CERTIFY, that on this 9th day of Nov. 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice President of Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendant, Raymond O. Trent, Sr., against whom the above case has been docketed, is not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps and has not been ordered to report for service therein.

Isabelle Bowes Notary Public

Charles F. Loos Affiant

Filed 17 Nov., 1953.

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LIBER 80 PAGE 243

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS.	:	FOR
RAYMOND O. TRENT, SR.	:	ANNE ARUNDEL COUNTY Equity No. 10862

STATEMENT OF MORTGAGE CLAIM

AMOUNT of Loan dated October 22, 1945	$ 1600.00
LESS payments to date	839.39
BALANCE	$ 760.61

Filed Nov. 10" 1953

STATE OF MARYLAND, BALTIMORE CITY, to wit:

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

AS WITNESS my hand and Notarial Seal.

Antoinette M. Granese
Notary Public

Antoinette M. Granese

My commission expires May 2, 1955.

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

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

Equity No. 10862

BOND NO. 70 32 614

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
Fidelity Building
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND FIVE HUNDRED AND 00/100- -($1,500.00)- - 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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of December in the year of our Lord nineteen hundred and fifty-three

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from The Capital Building and Loan Association of Baltimore City
to Raymond O. Trent, Sr.
bearing date the 22nd day of November, 1945 and recorded among the mortgage records of Anne Arundel County
in Liber J.H.H. No. 344 Folio 8 and
John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Gloria Novak
GLORIA NOVAK

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn
K. Woodburn *As to Surety*

By T. H. Ferciot
T. H. Ferciot, *Attorney-in-Fact*

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

Approved and filed December 10" 1953 John H Hopkins 3rd Clerk

State of Maryland, Baltimore City, sct: LIBER 86 PAGE 245

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, a corporation of the State of **MARYLAND**, does hereby constitute and appoint T. N. Fercio1 its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland, and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd day of August, 1951.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: W. HOLTON PARR, *Assistant Secretary* By: WM. H. C. GRIFFITH, *Vice-President*

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

December 2, 1953

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. T. Hollyday, D. T. Hollyday *Assistant Secretary*

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

RAYMOND O. TRENT, SR.

: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: (In Equity)
: (Case No. 10862)
Docket . Folio

: : : : : :

KOHLERMAN AND DUMLER,
SOLICITORS,
1406 FIDELITY BUILDING,
BALTIMORE 1, MARYLAND.
MORTGAGE SALE OF
DESIRABLE LEASEHOLD
RESIDENTIAL PROPERTY
lots 26-27-28 Sec. F. High Point
Green Haven
ANNE ARUNDEL COUNTY ....

Under and by virtue of the power and authority contained in a mortage from Raymond O. Trent, Sr. to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the twenty-second day of October 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 344, folio 8, (default having occurred thereunder), the undersigned, the attorney named in said mrotgage, will sell at public auction, on the premises, on Wednesday the 16th day of December, 1953, at 2 o'clock P. M., all those lots of ground situated and lying in High Point in Anne Arundel County, State of Maryland and being described as follows:

BEING known and designated as Lots Numbered Twenty-six (26), Twenty-seven (27), and Twenty-eight (28), in Section F, as shown on the plat of Portworth in Anne Arundel County, formerly known as Green Haven, Armiger Addition, which plat is duly filed among the Land Records of Anne Arundel County in Plat Book W. N. W. No. 3, folio 59, etc.

The above property is leasehold and subject to an annual ground rent of $12 issuing out of said property. The property is improved by a frame dwelling. Subject to the restrictions contained in a deed dated September 16, 1936 and recorded in Liber F. A. M. No. 156 folio 73, etc.

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($500) will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale, to day of settlement, at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney Named In Mortgage.
ALEX COOPER, Auctioneer. d-10

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 16th day of December, 1953, sold the property described in the attached advertisement of sale at and for the sum of $ 850.00 to The Capital Building and Loan Association of Baltimore City, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 16th day of December, 1953, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $ 850.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Test: Mary E. Lauer

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY
Purchaser

By: Carl F. Dockman
Carl F. Dockman President

Filed 31 Dec., 1953.

LIBER 86 PAGE 246

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (IN EQUITY)
	:	Case No. 10862
RAYMOND O. TRENT, SR.		Docket Folio No.
* * * *	: * * * *	

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the leasehold 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, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Sixteenth day of December, 1953 at 2:00 p.m. sell on the premises, the aforesaid leasehold property unto The Capital Building and Loan Association of Baltimore City, at and for the sum of Eight Hundred and Fifty Dollars ($850.00) cash, the said The Capital Building and Loan Association of Baltimore City, having offered the greatest price therefor.

John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO wit:

I HEREBY certify that on this 28 day of December, in the year one thousand nine hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Helena Reymann
Helena Reymann Notary Public

My commission expires May 2, 1955.

Filed 31 Dec., 1953.

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LIBER 86 PAGE 247

ORDER NISI

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

RAYMOND O. TRENT, Sr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,862 Equity

Ordered, this 31 day of December, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of February next.

The report states that the amount of sales to be $ 850.00.

Jas. A. Higgins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 31 Dec., 1953.

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

RAYMOND O. TRENT, Sr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of February, 19 54, 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
C. J.

LIBER 86 PAGE 248 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. February 3, 1954

We hereby certify, that the annexed

Assn. Mail - Sale - Eq. 11862

Raymond C. Trent, Sr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of February, 1954. The first insertion being made the 7th day of January, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Rosie Tate

Filed 11 Feb., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,862 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

RAYMOND O. TRENT, SR.

Ordered, this 31st day of December, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dunnier, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of February next.

The report states that the amount of sales to be $870.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clork.

1-28

No. M. G. 11960

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LIBER 80 PAGE 249

In the Case of

The Capital Building & Loan Association of Baltimore City

VS.

Raymond O. Trent, Sr.

In the

Circuit Court

For

Anne Arundel County

No. 10,862 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.

February 25, 1954

All of which is respectfully submitted.

Auditor.

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Filed 2 Mar., 1954.

Dr. The Capital Building and Loan Association of Baltimore City vs. Raymond O. Trent, St. in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	51	68	101	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	33	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. - bond premium	10	00		
Alex Cooper - auctioneer	10	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Helena Reymann - notary fees		50		
Ground rent - two months sixteen days	2	53	71	89
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	642	96	642	96
			854	28
Amount of mortgage claim filed	760	61		
Cr. Amount allowed as above	642	96		
Balance subject to decree in personam	117	65		

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

1953					
Dec.	16	Proceeds of Sale	850 00		
		Interest on deferred payment - 2 mos	3 50		853 50
		Refund 1953 State and County taxes ($18.73) - fifteen days	78		78
				854 28	

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LIBER 86 PAGE 252

ORDER NISI

The Capital Building & Loan Association of Baltimore City

VERSUS

Raymond O. Trent, Sr.

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,862 Equity.

ORDERED, This 2 day of March, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of April next.

Filed 2 Mar., 1954 John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of April, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 21 Apr., 1954.

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LIBER 88 PAGE 253

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 31, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10862

Raymond O. Trent, Sr.

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 April, 1954. The first insertion being made the 11th day of March, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 21 apr, 1954

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,862 Equity
THE CAPITAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

RAYMOND O. TRENT, SR.

Ordered, this 2nd day of March, 1954. 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 April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

No. M. G. 114

17

LIBER 80 PAGE 254

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
VS.	*	FOR
RAYMOND O. TRENT SR.	* * * * * * * * *	ANNE ARUNDEL COUNTY

No. 10,863 Equity

Mr. Clerk:

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

John O. Dumler

Attorney named in Mortgage

Filed 17 Nov., 1953.

LIBER 86 PAGE 255

[DR.—COUNTY]

No. 10,863 Equity

Mortgage

THIS MORTGAGE, Made this sixteenth day of November, in the year Nineteen Hundred and Forty-five, by and between Raymond O. Trent, Sr., of - - Baltimore City - - , in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of - - Two Thousand - - Dollars ($ 2,000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of - - Two Thousand - - Dollars ($ 2,000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of - - six - - per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of - - Twenty - - Dollars ($ 20.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of December, 1945, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

BEGINNING for the same at a stone now planted at the distance of seven and one-half feet south seventy-seven and one-half degrees east from a marked pine tree called for in a conveyance from Randolph B. Mason and wife to George A. Brown, et al; and running thence on the east side of a road fifteen feet wide north twelve and one-half degrees east two hundred and nine feet; thence south seventy-seven and one-half degrees east two hundred and nine feet; thence south twelve and one-half degrees west two hundred and nine feet; and thence north seventy-seven and one-half degrees west two hundred and nine feet to the beginning. Containing one acre of land, with the use and benefit of said fifteen foot road.

BEING the same lot of ground which, by deed of assignment of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and assigned by Theora J. Grove to the said Raymond O. Trent, Sr.

Plaintiff's Exhibit A,

Filed 17 Nov, 1953.

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WHEREAS, This mortgage shall also secure future advances as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session, in the year 1945, or any supplement thereto.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto and to the use of the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever, subject to the payment of the annual rent of One Cent.

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, 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 personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; 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, or assigns or 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 fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, 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, his personal representative 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 and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, 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:

Raymond O. Trent (SEAL)
Raymond O. Trent, Sr.

Edith L. Lindsay
Edith L. Lindsay

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

4

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this sixteenth day of November, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Raymond O. Trent, Sr., known to me to be - - the above-named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his act:

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

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

Edith L. Lindsay
Notary Public

Edith L. Lindsay
My commission expires May 5, 1947

EDITH L. LINDSAY NOTARY PUBLIC BALTIMORE CITY

INSPECTED H. S. K. FHLBA

(DR COUNTY)
File No. 4896-T
Property:
Brookfield on the Magothy
Description approved
Execution approved

BLOCK No.

OL

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record

20th
Nov. 45 12
344 213
JH 14

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

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

VS. :

FOR

RAYMOND O. TRENT SR. ..... ANNE ARUNDEL COUNTY

No. 10,863 Equity

I HEREBY CERTIFY, that on this 9th day of Nov. 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice President of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendant, Raymond O. Trent, Sr. against whom the above case has been docketed, is not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps and has not been ordered to report for service therein.

Isabelle Bowes — Notary Public

Charles F. Loos — Affiant

Filed 17 Nov, 1953.

6

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS.	:	FOR
RAYMOND O. TRENT, SR.	:	ANNE ARUNDEL COUNTY Equity No. 10863

STATEMENT OF MORTGAGE CLAIM

AMOUNT of mortgage dated November 16, 1945	$ 2000.00
LESS payments to date	682.93
BALANCE	$ 1317.07

Filed Dec. 10" 1953

STATE OF MARYLAND, BALTIMORE CITY, to wit:

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

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public
My commission expires May 2, 1955.

7

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

Equity No. 10863

BOND NO. 70 32 613

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
Fidelity Building
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND AND 00/100- -($3,000.00)- - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 2nd day of December in the year of our Lord nineteen hundred and fifty-three

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from The Capital Building and Loan Association of Baltimore City
to Raymond O. Trent, Sr.
bearing date the 16th day of November, 1945 and recorded among the mortgage records of Anne Arundel County
in Liber J.H.H. No. 344 Folio 213 and
John O. Dumler

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Gloria Novak (SEAL)
GLORIA NOVAK John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn By T. N. Ferciot
K. Woodburn *As to Surety* T. N. Ferciot, *Attorney-in-Fact*

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

Approved and filed - December 10" 1953
John H. Hopkins 3rd Clerk

LIBER 80 PAGE 282

State of Maryland, Baltimore City, sct:

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

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this 22nd day of August, 1951.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **W. HOLTON PARR**
Assistant Secretary

By: **WM. H. C. GRIFFITH**
Vice-President

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

December 2, 19 53

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

D. T. Hollyday

D. T. Hollyday, *Assistant Secretary*

LIBER 80 PAGE 263

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

RAYMOND O. TRENT, SR.

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
Case No. 10863
Docket Folio No.

KOHLERMAN AND DUMLER,
SOLICITORS,
1408 FIDELITY BUILDING,
BALTIMORE 1, MARYLAND

MORTGAGE SALE OF
DESIRABLE LEASEHOLD
RESIDENTIAL PROPERTY
Brookfield On The Magothy
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Raymond O. Trent, Sr., to the Capital Building and Loan Association of Baltimore City, a body corporate, dated the sixteenth day of November, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 344, folio 213, (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises on Wednesday the 10th day of December, 1953, at 2:30 o'clock P. M., all that lot of ground situated and lying in Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same at a stone now planted at the distance of seven and one-half feet south seventy-seven and one-half degrees east from a marked pine tree called for in a conveyance from Randolph B. Mason and wife to George A. Brown, et al; and running thence on the east side of a road fifteen feet wide north twelve and one-half degrees east two hundred and nine feet; thence south seventy-seven and one-half degrees east two hundred and nine feet; thence south twelve and one-half degrees west two hundred and nine feet; and thence north seventy-seven and one-half degrees west two hundred and nine feet to the beginning. Containing one acre of land, with the use and benefit of said fifteen foot road.

The above property is leasehold subject to a one cent rent. The above property is improved by a frame dwelling.

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($500) will be required of the purchaser at time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale, to day of settlement, at six per-cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney Named In Mortgage.
ALEX COOPER, Auctioneer. d-10

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this day of December, 1953, sold the property described in the attached advertisement of sale at and for the sum of $3100.00 to Charles H. Miller & Louise Miller, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that have this day of December, 1953, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $3100— and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Test:

Alvin H. Levin
Alvin H. Levin

Chas H Miller
Purchaser
CHAS H. MILLER

Louise Miller
Purchaser
LOUISE MILLER

10

Filed 19 dec., 1953.

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY (In Equity)
	*	Case No. 10863
RAYMOND O. TRENT, SR.		Docket Folio No.

* * * * * * * * *

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the leasehold 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, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Sixteenth day of December, 1953 at 2:30 p.m. sell on the premises, the aforesaid leasehold property unto Charles H. Miller and Louise Miller, his wife, at and for the sum of Thirty-one Hundred Dollars ($3100.00) cash, the said Charles H. Miller and Louise Miller, his wife, having offered the greatest price therefor.

John O. Dumler
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 17th day of December, in the year one thousand nine hundred and fifty-three, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Antoinette M. Granese
Notary Public

My commission expires May 2, 1955.

Filed 19 Dec., 1953.

LIBER 86 PAGE 265

ORDER NISI

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

RAYMOND O. TRENT, Sr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,863 Equity

Ordered, this 19 day of December, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 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 25 day of January next.

The report states that the amount of sales to be $ 3,100.00.

John W. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 19 Dec, 1953.

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

RAYMOND O. Trent, Sr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of February, 1954, 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 Mechaelson
A. J.

Filed 13 Feb, 1954.

LIBER 80 PAGE 266

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3 #10,863 Equity

KNOW ALL MEN BY THESE PRESENTS: ADDITIONAL BOND NO. 70 32 613

That we, John O. Dumler
Fidelity Building
Baltimore, Maryland as Principal;

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE HUNDRED AND 00/100- ($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, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of December in the year of our Lord nineteen hundred and fifty-three

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from The Capital Building & Loan Association of Baltimore City to Raymond O. Trent, Sr. bearing date the 16th day of November, 1945 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 344 Folio 213 and John O. Dumler is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, sealed and delivered in the presence of:

Arlene Miller
Arlene Miller

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn
K. Woodburn *As to Surety*

By E. V. Shockley
E. V. Shockley, Attorney-in-Fact

Approved and filed, December 24th 1953
John H. Hopkins 3rd

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

State of Maryland, Baltimore City, sct: LIBER 86 PAGE 267

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST, *Assistant Secretary* — By: E. R. NUTTLE, *Vice-President*

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

December 22, 19 53

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jay S. Price, *Assistant Secretary*

RDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,803 Equity

THE CAPITOL BUILDING AN LOAN ASSOCIATION OF BALT MORE CITY

Vs.

RAYMOND O. TRENT, SR.

Ordered, this 19th day of Decembe 1953, That the sale of the Property 1 these Proceedings mentioned, mad and reported by John O. Dumler, At torney named in Mortgage, BE RATI FIED AND CONFIRMED, unless caus to the contrary thereof be shown, on o before the 25th day of January next Provided, a copy of this Order be in serted in some newspaper published i Anne Arundel County, once in each o three successive weeks before the 25t day of January next.

The report states that the amount o sales to be $3,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-14

No. M. G. 11935

12.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10863

Raymond O. Trent, Sr.

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 January, 1954. The first insertion being made the 24th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 11 Feb., 1954.

In the Case of

The Capital Building and Loan Association of Baltimore City

VS.

Raymond O. Trent, Sr.

In the

Circuit Court

For

Anne Arundel County

No. 10,863 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.

February 25, 1954

All of which is respectfully submitted.

Laura K. Ecklund

Auditor.

Filed 2 Mar., 1954.

Dr. The Capital Building and Loan Association of Baltimore City
vs. Raymond O. Trent, Sr.

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, Viz:	123	79	173	79
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	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. - bond premiums	14	00		
Alex Cooper - advertising and auctioneer's fee	20	00		
Repairs to plumbing	85	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Antoinette M. Granese - notary fees		50	173	59
To The Capital Building and Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim filed	1,317	07	1,317	07
To Raymond O. Trent, Sr., mortgagor - this balance	1,425	88	1,425	88
			3,128	08

17

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

1953					
Dec.	16	Proceeds of Sale	3,100 00		
		Interest on deferred payment - 2 months 1 day	26 43	3,126	43
		Refund 1953 State and County taxes - fourteen days	1 65	1	65
				3,128	08

LIBER 80 PAGE 271

ORDER NISI

The Capital ~~Fidx~~ Building & Loan Association of Baltimore City

VERSUS

Raymond O. Trent, Sr.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,863 Equity.

ORDERED, This 2 day of March, 19 54 That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of April next.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of September, 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.

LIBER 86 PAGE 272

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 2, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10863

Raymond O. Trent, Sr.

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 April, 1954. The first insertion being made the 11th day of March, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,863 Equity
THE CAPITAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

RAYMOND O. TRENT, SR.

Ordered, this 2nd day of March, 1954, 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 April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of three successive weeks before the 12th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN. H. HOPKINS, 3rd., Clerk.

m-25

No. M. G. 413

LIBER 80 PAGE 273

CHARLES F. STEIN, Attorney named in the Mortgage,	:	IN THE CIRCUIT COURT
vs.	:	for
BERNARD W. CONAWAY and GERTRUDE A. CONAWAY, his wife.	:	ANNE ARUNDEL COUNTY IN EQUITY.

No. 10,876

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

Mr. Clerk:

Please enter the above entitled case on the Docket.

Charles F. Stein
(Charles F. Stein)
Attorney named in the Mortgage.

Filed Dec. 11, 1953

O'Brien Ouchett
Solicitor for Plaintiff

Charles F. Stein
Solicitor for Plaintiff

Exhibit No. 1 - The Mortgage.

LIBER 86 PAGE 274 60,057

LIBER 718 PAGE 107

No. 10,876 Equity

This Mortgage,

made this twenty-second day of October in the year one thousand nine hundred and fifty-two, between Bernard W. Conaway and Gertrude A. Conaway, his wife, - - - -

of Anne Arundel County - - , in the State of Maryland, Mortgagor(s), and Wyman Park Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

WHEREAS the said Wyman Park Federal Savings and Loan Association has this day loaned to the said Bernard W. Conaway and Gertrude A. Conaway, his wife, - -

the sum of EIGHTY-TWO HUNDRED - - - dollars ($ 8200.00) 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 following manner:

By the payment of SIXTY-FOUR and 22/100 - - dollars ($ 64.22), plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be 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;

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, six months' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

And Whereas this Mortgage shall also secure future advances provided by Chapter 923 of the Laws of Maryland of 1945, or any amendments thereto.

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 Bernard W. Conaway and Gertrude A. Conaway, his wife, - -

do(th) grant, convey and assign unto said Wyman Park Federal Savings and Loan Association, its successors and assigns, all that lot , piece , or parcel of ground situate and lying in ~~Baltimore~~ Anne Arundel County, State of Maryland, and described as follows:

BEING Lot No. 17, Block 10, as shown on the Plat of Glenmore, Section No. 3, and prepared by Thomas W. Shives, dated May 24, 1951, and recorded among the Land Records of Anne Arundel County in Cabinet No. 4, Rod G-1, folio 6, etc. Improvements thereon being known as No. 307 Shipley Avenue.

BEING the same lot of ground described in a Deed from Burwood Homes, Inc., a body corporate, to the within named Mortgagors, dated December 5th, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 658, folio 325, etc.

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, ~~during the residue of the term of years yet to come and unexpired thereon, with the right to the renewal of said term forever, subject to the payment of the yearly rent of~~ Dollars (~~$~~), ~~payable in equal half yearly instalments on the~~ ~~day of~~ ~~and~~ ~~in each and every year~~.

If however, the said Mortgagor(s), his, her or their heirs, personal representatives, successors 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, successors 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 to the Mortgagee 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 unvoluntary 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 mortgage debt intended hereby to be secured shall become due and demandable after default shall have continued for thirty days in the payment of any monthly installment, as herein provided; or after default in the performance of any of the aforegoing covenants or conditions shall have continued for thirty days.

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

And it is agreed that until default is made, the said Mortgagor(s), its, his, her or their heirs, personal representatives, successors or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) hereby assent(s) to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor(s) hereby also authorize(s) the said Mortgagee, its successors or assigns or CHARLES F. STEIN, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to such sale, including a fee of not less than One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland;

Second, to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not;

Third, the surplus (if any there be), to the said Mortgagor(s), its, his, her or 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) or its, his, her or 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.

The said Mortgagor(s) covenant(s) to warrant specially said lot(s) of ground and to execute such further assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Gertrude E. Ruff
(Gertrude E.Ruff)

Bernard W. Conaway (SEAL)
(Bernard W.Conaway)

Gertrude A. Conaway (SEAL)
(Gertrude A.Conaway)

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 718 PAGE 110

On this twenty-second day of October, one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Bernard W.Conaway and Gertrude A.Conaway, his wife, - -

the Mortgagor(s) aforesaid and acknowledged the foregoing Mortgage to be their act. At the same time also appeared Wm. H. Mueller, the President of the said Mortgagee, and made oath, in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

AS WITNESS my hand and Notarial Seal.

Gertrude E. Ruff

Notary Public (Gertrude E.Ruff)
My commission expires May 4th 1953.

Recorded- 7th November, 1952, at 9 A.M.

MORTGAGE

FROM

Bernard W.Conaway and Wife

TO

WYMAN PARK FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record Nov. 7 1952

at 9 o'clock A.M. Same day recorded in Liber 718 No. 718 Folio 107 etc., one of the Land Records of and examined per

Clerk

Cost of Record, $

CHARLES F. STEIN
ATTORNEY AT LAW
231 ST. PAUL PLACE
BALTIMORE 2, MD.

IN THE CIRCUIT COURT
for
ANNE ARUNDEL COUNTY,
IN EQUITY

CHARLES F. STEIN
Attorney named in the Mortgage,
vs.
BERNARD W. CONAWAY
AND WIFE.

PETITIONER'S EXHIBIT NO. 1.

Mr. Clerk:

Please file, etc.

Solicitor for Plaintiff.

LIBER 80 PAGE 278

CHARLES F. STEIN, Attorney named in the Mortgage,	:	IN THE CIRCUIT COURT
	:	for
vs.	:	ANNE ARUNDEL COUNTY
BERNARD W. CONAWAY and GERTRUDE A. CONAWAY his wife.	:	IN EQUITY

No. 10,876

* * * * * * * * * * *

MILITARY AFFIDAVIT

I HEREBY CERTIFY, That before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personall y appeared Howard H. Walsh, the - - - - - Vice-President of Wyman Park Federal Savings and Loan Association, and made oath in due form of law that he knows the Defendants herein, and that to the best of his information, knowledge and belief:

(1) Said Defendants are not in the military service of the United States;

(2) Said Defendants are not in the military service of any nation allied with the United States;

(3) Said Defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended;

(4) Said Defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Howard H. Walsh
(Howard H. Walsh) Affiant.

Subscribed and sworn to before me this 10th day of December, 1953.

Gertrude E. Ruff
(Gertrude E. Ruff) - Notary Public.

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CHARLES F. STEIN, Attorney named in the Mortgage,	:	IN THE CIRCUIT COURT
vs.	:	for
BERNARD W. CONAWAY and GERTRUDE A. CONAWAY, his wife.	:	ANNE ARUNDEL COUNTY, IN EQUITY

#10,876

* *

STATEMENT OF MORTGAGE DEBT

Amount of Mortgage loan on property known as No. 307 Shipley Avenue, in Glen Burnie, Anne Arundel County -		$ 8200.00
Expense Account Debit Balance -	$ 16.38	
Interest 1/1 to 1/12/54 -	16.42	32.80
Balance due- - - - - - - - - -		$ 8232.80

WYMAN PARK FEDERAL SAVINGS AND LOAN ASSOCIATION.

By Katharine P. Disharoon
(Katharine P. Disharoon) Secretary.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 5th day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Katharine P. Disharoon, Secretary of Wyman Park Federal Savings and Loan Association, the Mortgagee in the above entitled cause, and made oath in due form of law that the foregoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Gertrude E. Ruff
(Gertrude E. Ruff) Notary Public.

Filed 11 Jan., 1954

130727

#10,876
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 Charles F. Stein of #231 St. Paul 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 EIGHT THOUSAND TWO HUNDRED AND 00/100 ($8,200.00) - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 6th - day of January in the year nineteen hundred and fifty-four.

Whereas, the above bounden Charles F. Stein - Attorney Named in Mortgage - by virtue of the power contained in a Mortgage from Bernard W. Conaway and Gertrude A. Conaway, his wife, to Wyman Park Federal Savings and Loan Association, - - - - - - - - bearing date the 22nd day of October nineteen hundred and fifty-two and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 718, Folio 107, and

AND WHEREAS, the said Charles F. Stein

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 Charles F. Stein 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

Gertrude E. Ruff
Attest:/ (Gertrude E. Ruff)
As to Surety:
E. M. Keyser
E.M.Keyser

Charles F. Stein (Seal)
Charles F. Stein
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By W. A. Weech
W.A.Weech----Attorney-in-Fact

Approved this 11 Jan., 1954
John H. Hopkins, 3rd, Clerk
Filed 11 Jan., 1954.

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State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed $250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
Assistant Secretary

G. LEE BURGESS
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, Jan. 12 - ....., 1954.

NEW AMSTERDAM CASUALTY COMPANY

.....
Assistant Secretary

Form 1-517 Md. 2m-1-53

LIBER 80 PAGE 231

~~ATTORNEY NAMED IN MORTGAGE~~ LIBER 86 PAGE 282 1-369

130727

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y

No. 10,876 Equity

ADDITIONAL BOND

Know All Men by These Presents:

That we Charles F. Stein - 231 St. Paul 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

TWO THOUSAND AND 00/100 ($2,000.00) - - - - - - - - - - - - Dollars,

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

Sealed with our seals, and dated this 8th - - - - - - - - - - - - - - - - - -

day of January in the year nineteen hundred and fifty-four

Whereas, the above bounden Charles F. Stein

by virtue of the power contained in a Mortgage from Bernard W. Conaway and Gertrude A. Conaway, his wife to the Wyman Park Federal Savings & Loan Association

bearing date the 22nd day of October nineteen hundred and fifty-two

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.

No. 718, Folio 107, and

AND WHEREAS the said Charles F. Stein

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 Charles F. Stein

es

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

Signed, Sealed and Delivered
in the presence of

Gertrude E. Ruff

Attest: Gertrude E. Ruff

F. Maylee

Witness as to Surety:

Charles F. Stein (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By R. H. Nichols-Attorney-In-Fact

Approved this 11 Jan., 1954
John H. Hopkins, 3rd, Clerk.

Filed 11 Jan., 1954.

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed $250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

LIBER 80 PAGE 283

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
Assistant Secretary

G. LEE BURGESS
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, January 8, 1954.

NEW AMSTERDAM CASUALTY COMPANY

Assistant Secretary

NEW AMSTERDAM CASUALTY COMPANY INCORPORATED 1898

Form 1-517 Md. 2m-1-53

CHARLES F. STEIN, Attorney named in the Mortgage.	:	IN THE CIRCUIT COURT
	:	for
vs.	:	ANNE ARUNDEL COUNTY
BERNARD W. CONAWAY and GERTRUDE A. CONAWAY, his wife.	:	IN EQUITY No. 10,876

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

REPORT OF SALE

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

The Report of Sale of Charles F. Stein, the Attorney named in the Mortgage, for sale of property located at 307 Shipley Avenue, Glen Burnie, Anne Arundel County, Maryland, 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 Evening Capital, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of sale, said Attorney named in the Mortgage did, pursuant to said notice, on Tuesday, the 12th day of January, 1954, at eleven o'clock A. M., attend on the premises, and then and there sold said fee simple property to WYMAN PARK FEDERAL SAVINGS AND LOAN ASSOCIATION, at and for the sum of Eighty-five Hundred Dollars ($8,500.00), it being the highest bidder therefor, at said sum.

Charles F. Stein
(Charles F. Stein)
Attorney named in the Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 12th day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Charles F. Stein, the Attorney named in the Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Gertrude E. Ruff
(Gertrude E. Ruff)
Notary Public of Baltimore City, Md.
My Commission expires May 2, 1955.

Filed 15 Jan., 1954.

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LIBER 80 PAGE 285

ORDER NISI

CHARLES F. STEIN,
Attorney named in the Mortgage

versus

BERNARD W. CONAWAY and
GERTRUDE A. CONAWAY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,876 Equity

Ordered, this 15 day of January, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by Charles F. Stein, Attorney named in the Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of February next.

The report states that the amount of sales to be $ 8,500.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order) Filed 15 Jan., 1954.

CHARLES F. STEIN,
Attorney named in the Mortgage

versus

BERNARD W. CONAWAY and
GERTRUDE A. CONAWAY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of February, 1954, 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 Michaelsen
Judge

Filed 24 Feb., 1954.

IN THE MATTER OF THE	:	IN THE
SALE OF THE MORTGAGED	:	CIRCUIT COURT
REAL ESTATE OF	:	FOR
BERNARD W. CONAWAY AND	:	ANNE ARUNDEL COUNTY
WIFE	:	NO. 10,876 EQUITY
	:	

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

AGREEMENT TO PURCHASE AND CERTIFICATE OF AUCTIONEER

This is to certify that the Wyman Park Federal Savings and Loan Association has purchased at public auction from Charles F. Stein, Att'y named in Mtg., the property described in the advertisement attached hereto for the sum of Eight Thousand, Five Hundred Dollars ($8,500.00), and the said Wyman Park Federal Savings and Loan Association agrees to comply with the terms of sale as set forth therein.

As witness the hand of the Vice-President of said Association and the seal thereof this 29th day of January, 1954.

TEST: WYMAN PARK FEDERAL SAVINGS AND LOAN ASSOCIATION

Gertrude E. Ruff BY Edward [illegible]

(Gertrude E. Ruff) Executive Vice President

This is to certify that I have this day sold at public auction for Charles F. Stein, Att'y named in Mtg, the property described in the advertisement attached hereto to the Wyman Park Federal Savings and Loan Association, at and for the sum of Eight Thousand Five Hundred Dollars ($8,500.00), it being at that price the highest bidder therefor; and I hereby certify that the sale was fairly made.

As witness my hand and seal this 26th day of January, 1954.

Robert H. Campbell (SEAL)

ROBERT H. CAMPBELL, AUCTIONEER

Filed 3 Feb., 1954.

LIBER 86 PAGE 287

LAW OFFICES

OF

O. BOWIE DUCKETT

88 State Circle

Annapolis, Maryland

ATTORNEY'S SALE

Desirable 1 story and attic asbestos shingle bungalow, in fee simple, known as No. 307 Shipley Avenue, Glen Burnie, Maryland.

Pursuant to a power of sale vested in him by a mortgage from Bernard W. Conaway and wife, Charles F. Stein, Attorney, will sell at public auction, on the premises, on

JANUARY 12th, 1954

AT 11:00 O'CLOCK A. M.

All that property in the Fifth Election District of Anne Arundel County, known as No. 307 Shipley Avenue, Glen Burnie, Maryland, and described as follows:

BEING Lot No. 17, Block 10, as shown on the Plat of Glenmore, Section No. 3, and prepared by Thomas W. Shives, dated May 24, 1951, and recorded among the Land Records of Anne Arundel County in Cabinet No. 4, Rod G-1, folio 6, etc. The improvements thereon being known as No. 307 Shipley Ave. In fee simple.

TERMS OF SALE: Cash deposit of $500.00 at time of sale; balance in cash upon final ratification of sale by the Circuit Court of Anne Arundel Co.; interest to be charged on unpaid purchase money from date of sale to date of settlement; taxes, water rent, and all other public charges, if any, to be adjusted to date of sale.

ROBERT H. CAMPBELL,
Auctioneer

CHARLES F. STEIN
Attorney named in Mortgage.

13

Filed 19 Feb., 1954

LIBER 86 PAGE 288

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. 10,876 Equity

CHARLES F. STEIN, Attorney named in the Mortgage

Vs.

BERNARD W. CONAWAY and GERTRUDE A. CONAWAY, his wife.

Ordered, this 15th day of January, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Charles F. Stein, Attorney named in the Mortgege, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of February next.

The report states that the amount of sales to be $8,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

1-8

No. E. C. .....

14

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 22, 1954

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 10,876.

Bernard W. Conaway.

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 February, 1954. The first insertion being made the 18th day of January, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 23 Feb., 1954.

In the Case of

Charles F. Stein,
Attorney named in Mortgage

vs.

Bernard W. Conaway
and Wife

In the

Circuit Court

For

Anne Arundel County

No. 10,876 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.

March 26, 1954

All of which is respectfully submitted.

Laura N. Gickling
Auditor.

15

Filed 6 Apr., 1954

Dr. Charles F. Stein, Attorney named in Mortgage, vs. Bernard W. Conaway and Wife

in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	285	00	385	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	20	64		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	9	69		
New Amsterdam Casualty Co. -bond premium	40	80		
Robert H. Campbell - auctioneer's fee	30	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Gertrude E. Ruff - notary fees	1	00	125	48
To Attorney for Taxes, viz:				
1954 State and County taxes ($91.40 -adj.)	3	00	3	00
To Attorney for Benefit Charges, viz:				
1954 Water and Sewer benefit charges ($12.50 - adjusted to 1/12/54)		41		
Metered water	6	00	6	41
To Wyman Park Federal Savings & Loan Association, mortgagee - this balance on account mortgage claim	7,941	36	7,941	36
			8,500	00
Amount of mortgage claim filed	8,232	80		
Cr. Amount allowed as above	7,941	36		
Balance subject to decree in personam	291	44		

with Charles F. Stein, Attorney named in Mortgage Cr.

1954				
Jan.	12	Proceeds of Sale	8,500 00	8,500 00
				8,500 00

LIBER 86 PAGE 292

ORDER NISI

Charles F. Stein,

Attorney named in Mortgage

VERSUS

Bernard W. Conaway

and wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,876 Equity.

ORDERED, This 6 day of April, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10 day of May next.

Filed 6 Apr, 1954 John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of May, 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 13 May, 1954.

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LIBER 86 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 12, 1954

We hereby certify, that the annexed

Order Nisi -

Auditor Account

Eq. 10,876.

Bernard W. Conaway

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 May, 1954. The first insertion being made the 7th day of April, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 12 May, 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,876 Equity

CHARLES F. STEIN, Attorney named in Mortgage

Vs.

BERNARD W. CONAWAY, and wife.

Ordered, this 6th day of April, 1954. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of May next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-21

No. E. C. 6.16

19

JOHN PRANN Parole Annapolis, Maryland	*	IN THE
vs.	*	
JESSIE M. PERKINS 104 Seventh Street, S.E. Washington, D.C., and all persons having or claiming to have any interest in the property known as Lots Nos. 19 and 20 in Block 1, as shown on a plat of Columbia Beach, Plat 1, Seventh Election District of Anne Arundel County	*	CIRCUIT COURT
- and -	*	FOR
MRS. H. L. WALKER Glen Burnie P.O., Maryland, and all persons having or claiming to have any interest in the property consisting of 2.55 acres of land, more or less, situate near Waterbury, Second Election District of Anne Arundel County	*	ANNE ARUNDEL COUNTY
- and -	*	
DR. AUGUSTUS A. WILLIAMS 1544 Third Street, N.W. Washington, D.C., and all persons having or claiming to have any interest in the property known as Lots Nos. 52, 53, 54, and 55 as shown on a plat of Selassie Villa, Seventh Election District of Anne Arundel County	*	No. 10,830 Equity

* * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your orator, complaining, says:

1. That on or about the 8th day of October, 1951, Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and County of Anne Arundel, issued to him the attached certificates

Filed 7 Oct., 1953.

of sale, being certificate numbers 1589, 1588, and 1590, which are marked Exhibit "A", Exhibit "B", and Exhibit "C", respectively, and which are prayed to be taken as a part hereof.

2. That the property mentioned in certificate of sale number 1589 (Exhibit "A") is described in the Collector's tax roll substantially as follows: Lots Nos. 19 and 20 in Block 1, as shown on a plat of Columbia Beach, Plat 1, Seventh Election District of Anne Arundel County, which plat is recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod A-9, folio 9; that said property is the identical parcel of land which was conveyed by Columbia Beach, Incorporated, to Jessie M. Perkins by deed dated 31 July, 1945, and recorded among the said Land Records in Liber J.H.H. No. 335, folio 264; and that the last known address of Jessie M. Perkins, as it appears on the Collector's tax roll, is: 104 Seventh Street, S.E., Washington, D.C.

3. That the property mentioned in certificate of sale number 1588 (Exhibit "B") is described in the Collector's tax roll substantially as follows: 2.55 acres of land, more or less, situated near Waterbury, Second Election District of Anne Arundel County; that said property is the identical parcel of land which was conveyed by Leona Cox, Administratrix and Trustee of the Estate of Frank Cox, deceased, to Mrs. H. L. Walker by deed dated 13 August, 1941, and recorded among the Land Records of said County in Liber J.H.H. No. 246, folio 15; that the last known address of Mrs. H. L. Walker, as it appears on the Collector's tax roll, is: Glen Burnie P.O., Maryland; and that said property is described in the deed aforesaid as follows:

> BEGINNING for the same at an iron pin found in the center line of a private road leading from the Herald Harbor-Waterbury Road to the old Cox property, said point of beginning being at the end of the South 52 degrees 38 minutes East 532.1 foot line of the description contained

in the deed from Frank Cox and wife to Joseph W. Clarkson, dated December 18, 1929, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F.S.R. No. 68, folio 115, and running thence from said point of beginning, and along the center line of said private road, the seven (7) following courses and distances:

South 50 degrees 32 minutes West, 30.50 feet; South 78 degrees 18 minutes West, 48.92 feet; South 87 degrees 23 minutes West, 155.49 feet; North 87 degrees 56 min. West, 80.73 feet; North 68 degrees 15 minutes West, 195.0 feet; North 86 degrees 22 minutes West, 94.25 feet, and North 77 degrees 28 minutes West, 52.4 feet to an iron pipe; thence leaving said center line of said private road and running across the land of the Grantor of which the property hereby conveyed is a part, North 37 degrees 22 minutes East, 337.92 feet to a post at the beginning of the aforementioned South 52 degrees 38 minutes East 532.1 foot line of the conveyance from Frank Cox to Joseph W. Clarkson, and running thence along said line, South 52 degrees 38 minutes East, 532.73 feet to the place of beginning.

Containing 2.55 acres of land, more or less.

4. That the property mentioned in certificate of sale number 1590 (Exhibit "C") is described in the Collector's tax roll substantially as follows: Lots Nos. 52, 53, 54, and 55 as shown on a plat of Selassie Villa, Seventh Election District of Anne Arundel County, which plat is recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod E-2, folio 13; that said property is the identical parcel of land which was conveyed by James E. Crowner and Carrie B. Crowner, his wife, to Dr. Augustus A. Williams by deed dated 13 September, 1947, and recorded among the Land Records of said County in Liber J.H.H. No. 434, folio 450; and that the last known address of Dr. Augustus A. Williams, as it appears on the Collector's tax roll, is: 1544 Third Street, N.W., Washington, D.C.

5. That none of the properties described or mentioned in paragraphs 2, 3, or 4 of this bill of complaint has been redeemed by any party in interest, although more than one year from the date of sale of each of said properties has expired.

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6. That the amount necessary for the redemption of the property mentioned in paragraph 2 hereof is the sum total of the following items: $51.17 paid by him, the complainant, to the said Collector for all 1950 and 1951 State and County taxes due thereon, together with interest and penalties thereon, and the expenses incurred by the said Collector in making the sale; the amount of any unpaid taxes, together with interest and penalties thereon, accruing subsequent to the date of said sale; and such additional amount as this Honorable Court shall fix under the provisions of Sections 92 and 109 of Article 81 of the Annotated Code of Maryland (1951 edition).

7. That the amount necessary for the redemption of the property mentioned in paragraph 3 hereof is the sum total of the following items: $16.27 paid by him, the complainant, to the said Collector for all 1949, 1950, and 1951 State and County taxes due thereon, together with interest and penalties thereon, and the expenses incurred by the said Collector in making the sale; the amount of any unpaid taxes, together with interest and penalties thereon, accruing subsequent to the date of said sale; and such additional amount as this Honorable Court shall fix under the provisions of Sections 92 and 109 of Article 81 of the Annotated Code of Maryland (1951 edition).

8. That the amount necessary for the redemption of the property mentioned in paragraph 4 hereof is the sum total of the following items: $22.05 paid by him, the complainant, to the said Collector for all 1949, 1950, and 1951 State and County taxes due thereon, together with interest and penalties thereon, and the expenses incurred by the said Collector in making the sale; the

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amount of any unpaid taxes, together with interest and penalties thereon, accruing subsequent to the date of said sale; and such additional amount as this Honorable Court shall fix under the provisions of Sections 92 and 109 of Article 81 of the Annotated Code of Maryland (1951 edition).

The complainant prays this Honorable Court:

(1) That process may be issued, directed to each of the defendants named in the bill of complaint.

(2) That an order of publication be directed to all parties in interest in the properties mentioned in the bill of complaint.

(3) That a final decree be passed, foreclosing all rights of redemption of the defendants in and to the properties mentioned in the bill of complaint.

(4) And for such other and further relief as the nature of his cause may require.

AND, as in duty bound, etc.

John W Prann

John Prann Complainant

Chipman W. Cunningham
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Complainant

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1589 LIBER 80 PAGE 299

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 [illegible] Edgewater at public auction for the sum of 51.17 Dollars and ..... Cents, of which 51.17 Dollars has been paid as a deposit on the property in 7 Dist described as Lots 19-20 Blk 1 Sec 2 shown on the plat of Chesapeake Beach A. A. Co.

and assessed to Jessie M. Perkins

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 19 51

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 4, 1953

Exhibit "A"
Filed 7 Oct., 1953

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1588 LIBER 86 PAGE 300

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 John Praun R 2 Box 115 Edgewater at public auction for the sum of 100 Dollars and 00 Cents, of which 16.27 Dollars has been paid as a deposit on the property in 2 Dist described as 2.55/100 Acres Lot situated near Waterbury A.A. Co.

and assessed to Mrs. H. L. Walker

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

Exhibit "B"
Filed 7 Oct., 1953.

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1590 LIBER 86 PAGE 301

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 John Brown R 2 Box 115 Edgewater, Md. at public auction for the sum of 22 Dollars and 05 Cents, of which 22.05 Dollars has been paid as a deposit on the property in 7 Dist described as Lots 52-53-54-55- situated on Sebastis Villa, A A Co.

and assessed to Augustus Williams

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, 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,

Notary Public.

My Commission Expires May 4, 1953

Exhibit "C"
Filed 7 Oct., 1953

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

I HEREBY CERTIFY that, on this 6th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN PRANN, the Plaintiff herein, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL

Chapman H. Cunningham
Notary Public

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CHIPMAN W. CUNNINGHAM, Solicitor
Annapolis, Maryland

In the Circuit Court for Anne Arundel County, No. 10,830 Equity.

JOHN PRANN vs. JESSIE M. PERKINS, and all persons having or claiming to have any interest in the property known as Lots Nos. 19 and 20 in Block 1, as shown on a plat of Columbia Beach, Plat 1, Seventh Election District of Anne Arundel County; and MRS. H. L. WALKER, and all persons having or claiming to have any interest in the property consisting of 2.55 acres of land, more or less, situate near Waterbury, Second Election District of Anne Arundel County;- and DR. AUGUSTUS A. WILLIAMS, and all persons having or claiming to have any interest in the property known as Lots Nos. 52, 53, 54, and 55 as shown on a plat of Selassie Villa, Seventh Election District of Anne Arundel County.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Seventh, Second, and Seventh Election Districts, respectively, of Anne Arundel County, sold by the Collector of taxes for the County of Anne Arundel and the State of Maryland to the plaintiff in this proceeding:

FIRST: Lots Nos. 19 and 20 in Block 1, as shown on a plat of Columbia Beach, Plat 1, Seventh Election District of Anne Arundel County, being the identical parcel of land which was conveyed by Columbia Beach, Incorporated, to Jessie M. Perkins by deed dated 31 July, 1945, and recorded among the Land Records of said County in Liber J.H.H. No. 335, folio 264.

SECOND: 2.55 acres of land, more or less, situated near Waterbury, Second Election District of Anne Arundel County, being the identical parcel of land which was conveyed by Leona Cox, Administratrix and Trustee of the Estate of Frank Cox, deceased, to Mrs. H. L. Walker by deed dated 13 August, 1941, and recorded among the Land Records of said County in Liber J.H.H. No. 246, folio 15.

THIRD: Lots Nos. 52, 53, 54 and 55, as shown on a plat of Selassie Villa, Seventh Election District of Anne Arundel

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Filed 7 Oct., 1953.

County, being the identical parcel of land which was conveyed by James E. Crowner and Carrie B. Crowner, his wife, to Dr. Augustus A. Williams by deed dated 13 September, 1947, and recorded among the Land Records of said County in Liber J.H.H. No. 434, folio 450.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 7 day of October, 1953, by the Circuit Court for Anne Arundel County, Ordered, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 16 day of December, 1953, and redeem the property or properties and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the plaintiff a title, free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk.

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CHIPMAN W. CUNNINGHAM,
Solicitor
Annapolis, Maryland

In the Circuit Court for Anne Arundel County, No. 10,830 Equity.

JOHN PRANN vs. JESSIE M. PERKINS, and all persons having or claiming to have any interest in the property known as Lots Nos. 19 and 20 in Block 1, as shown on a plat of Columbia Beach, Plat 1, Seventh Election District of Anne Arundel County; and MRS. H. L. WALKER, and all persons having or claiming to have any interest in the property consisting of 2.55 acres of land, more or less, situate near Waterbury, Second Election District of Anne Arundel County; and DR. AUGUSTUS A. WILLIAMS, and all persons having or claiming to have any interest in the property known as Lots Nos. 52, 53, 54 and 55 as shown on a plat of Selassie Villa, Seventh Election District of Anne Arundel County.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Seventh, Second, and Seventh Election Districts, respectively, of Anne Arundel County, sold by the Collector of taxes for the County of Anne Arundel and the State of Maryland to the plaintiff in proceeding:

FIRST: Lots Nos. 19 . 20 in Block 1, as shown on a pls f Columbia Beach, Plat 1, Seventb . tion District of Anne Arundel County, being the identical parcel of land which was conveyed by Columbia Beach, Incorporated, to Jessie M. Perkins by deed dated 31 July, 1945, and recorded among the Land Records of said County in Libor J. H. H. No. 335, folio 204.

SECOND: 2.55 acres of land, more or less, situated near Waterbury, Second Election District of Anne Arundel County, being the identical parcel of land which was conveyed by Leona Cox, Administratrix and Trustee of the Estate of Frank Cox, deceased, to Mrs. H. L. Walker by deed dated 13 August, 1941, and recorded among the Land Records of said County in Liber J. H. H. No. 210, folio 15.

THIRD: Lots Nos. 52, 53, 54 and 55, as shown on a plat of Selassie Villa, Seventh Election District of Anne Arundel County, being the identical parcel of land which was conveyed by James E. Crownor and Carrie B. Crowner, his wife, to Dr. Augustus A. Williams by deed dated 13 September, 1917, and recorded among the Land Records of said County in Liber J. H. H. No. 434, folio 450.

The bill states, among other things, that the amounts necessary for redemption have not been paid, although more than a year and a day from the date of sale has expired.

It is thereupon this 7th day of October, 1953, by the Circuit Court for Anne Arundel County, Ordered, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in the said properties to be and appear in this Court by the 10th day of December, 1953, and redeem the property or properties and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties, and vesting in the plaintiff a title, free and clear of all encumbrances.

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

a-5

No. M. G. 11608

12

OFFICE OF

Maryland Gazette

LIBER 86 PAGE 305

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md. December 6, 1953

We hereby certify, that the annexed

Order Publication - No. 10830

John Prann vs. Jessie M. Perkins

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of December, 1953. The first insertion being made the 15th day of October, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 18 Dec., 1953.

LIBER 80 PAGE 300

JOHN FRANN	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JESSIE M. PERKINS, et al.	*	ANNE ARUNDEL COUNTY
	*	No. 10,830 - Equity

* * * * *

S T I P U L A T I O N

It is agreed between the parties hereto that the following amounts must be paid in order that the respondent, Jessie M. Perkins, may redeem the property described in certificate of sale number 1589 filed as Exhibit "A" in these proceedings:

To be paid to Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and County of Anne Arundel for

1950 taxes, with interest, etc.	$28.83	
1951 taxes, with interest	20.69	
1952 taxes, with interest	21.31	
1953 taxes, with interest	21.13	
interest to purchaser at sale	6.63	
additional 1950 interest	1.82	
additional 1951 interest	1.93	
tax sale costs	2.50	$104.84

To John H. Hopkins, III, Clerk

proportionate share of advertising refundable to complainant	$26.83	
title examination refundable to complainant	25.00	
proportionate share of notary fee refundable to complainant	.17	
registered mail fee refundable to complainant	.37	
proportionate share of Court costs	15.00	67.37
Total		$172.21

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Filed 18 Dec., 1953.

LIBER 80 PAGE 307

Chipman W. Cunningham
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Complainant

J. Franklyn Bourne
3807 Minnesota Avenue, N.E.
Washington 19, D.C.
Solicitor for Respondent, Jessie M. Perkins

O R D E R

Upon the foregoing stipulation, it is this 18th day of December, 1953, by the Circuit Court for Anne Arundel County, Sitting in Equity, ORDERED that the amounts necessary to redeem the property described in certificate of sale number 1589 are:

To be paid to Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and County of Anne Arundel for

1950 taxes, with interest, etc.	$28.83	
1951 taxes, with interest	20.69	
1952 taxes, with interest	21.31	
1953 taxes, with interest	21.13	
interest to purchaser at sale	6.63	
additional 1950 interest	1.82	
additional 1951 interest	1.93	
tax sale costs	2.50	$104.84

To John H. Hopkins, III, Clerk

proportionate share of advertising refundable to complainant	$26.83	
title examination refundable to complainant	25.00	
proportionate share of notary fee refundable to complainant	.17	

Filed 18 Dec., 1953.

registered mail fee refundable to complainant	$ .37	
proportionate share of Court costs	15.00	$ 67.37
Total		$172.21

Benjamin Michaelson
Judge

JOHN PRANN	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JESSIE M. PERKINS, et al.	*	ANNE ARUNDEL COUNTY
	*	No. 10,830 - Equity

* * * * *

A F F I D A V I T

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that on this 29th day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared CHIPMAN W. CUNNINGHAM, who, being duly sworn according to law, deposed as follows:

FIRST: That he is the solicitor for the complainant in the above entitled cause.

SECOND: That before the filing of the bill of complaint in these proceedings an effort was made to determine the proper address of each of the respondents and whether any of them was deceased.

THIRD: That the last address of the respondent, Mrs. H. L. Walker, was reported as Glen Burnie P.O., Maryland; that said respondent was returned "mortuus est"; that to date there has been no administration upon her estate in the Orphans' Court for Anne Arundel County; that all other persons having or claiming to have any interest in her property, which is more particularly described in said bill of complaint, are deemed to have been served by the order of publication previously issued in this cause.

Filed 29 Dec., 1953.

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FOURTH: That the last address of the respondent, Dr. Augustus A. Williams, was reported as 1544 Third Street, N.W., Washington, D.C.; that said respondent and all persons having or claiming to have any interest in his property, which is more particularly described in said bill of complaint, are deemed to have been served by the order of publication previously issued in this cause.

FIFTH: That neither of said respondents nor any person having or claiming to have any interest in their said properties has taken any action to redeem them in these proceedings.

SIXTH: That the respondent, Jessie M. Perkins, has already redeemed her property.

Chapman W. Cunningham, Affiant

Viola J. Brown, Notary Public

VIOLA J. BROWN NOTARY PUBLIC ANNE ARUNDEL CO., MD.

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LIBER 86 PAGE 310

JOHN PRANN	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JESSIE M. PERKINS, et al.	*	ANNE ARUNDEL COUNTY
	*	No. 10,830 - Equity

* * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the respondent, Mrs. H. L. Walker, was returned "mortuus est", that there has been no administration upon said respondent's estate in the Orphans' Court for Anne Arundel County, Maryland, that the respondent, Dr. Augustus A. Williams, was a nonresident of the State of Maryland, that the order of publication heretofore issued has been duly published in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and that the respondents, Mrs. H. L. Walker and Dr. Augustus A. Williams, and all persons having or claiming to have any interest in their properties described in these proceedings, have failed to appear either in person or by solicitor and answer the bill of complaint filed against them,

It is thereupon this 30th day of December, 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 the respondents, Mrs. H. L. Walker and Dr. Augustus A. Williams, and all persons having or claiming to have any interest in their said properties.

Benjamin Michaelson
Judge

Filed 30 dec., 1953.

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LIBER 80 PAGE 311

JOHN PRANN	*	IN THE
	*	
vs.	*	CIRCUIT COURT
	*	FOR
JESSIE M. PERKINS, et al.	*	ANNE ARUNDEL COUNTY
	*	
	*	No. 10,830 - Equity

* * * * *

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above entitled case "Agreed, Settled, and Satisfied" and the property redeemed as to the respondent, Jessie M. Perkins, and all persons having or claiming to have any interest in the property described in certificate of sale number 1589 filed in these proceedings.

Chipman W. Cunningham
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitor for Complainant

19 Filed 5 Feb., 1954.

JOHN PRANN	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
JESSIE M. PERKINS, MRS. H. L. WALKER and DR. AUGUSTUS A. WILLIAMS	*	ANNE ARUNDEL COUNTY
	*	No. 10,830 - Equity
	*	

* * * * *

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 have been conducted in substantial compliance with the provisions of the Public General Laws of Maryland,

It is thereupon this 6th day of February, 1954, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED, and DECREED:

FIRST: That all rights of redemption of Mrs. H. L. Walker and Dr. Augustus A. Williams, and all persons having or claiming to have any interest in and to said respondents' property described in paragraph numbers 1, 3 and 4 of the bill of complaint filed in these proceedings as having been sold by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and County of Anne Arundel, to the complainant, John Prann, on the 8th day of October, 1951, for the nonpayment of taxes, be, and the same are hereby, barred and foreclosed.

SECOND: That an absolute and indefeasible title in fee simple in said property described in paragraph numbers 3 and 4 of the bill of complaint filed in these proceedings, free and clear

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Filed 6 Feb., 1954.

of all alienations and descents of the property occurring prior to this decree, as well as all encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject, is hereby vested in the complainant.

THIRD: That upon the payment to him of the balance, if any, due on account of the purchase price of said property described in paragraph numbers 3 and 4 of the bill of complaint filed in these proceedings, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the said Collector of Taxes shall execute a deed conveying said property to the complainant.

FOURTH: That the complainant shall pay the costs of these proceedings.

Benjamin Michaelson
Judge

Evelyn L. Graziano and Samuel Graziano, her husband, Plaintiffs	:	Equity No. 8250
Vs.	:	IN THE CIRCUIT COURT
Theodore R. Griffin and Anna Griffin, his wife, John S. Griffin, Single Bessie Regel and Theodore Regel, her husband, Margaret Henderson and Leonard Ray Henderson, her husband, and Leonard Griffin and Lillian Griffin, his wife, Defendants	:	FOR ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, Evelyn L. Graziano and Samuel Graziano, her husband, complaining, say:

1. That on or about the 27th day of April, 1940, Carrie A. Hudson departed this life intestate, possessed of valuable real estate located in the Third Election District of Anne Arundel County, Maryland, in the development of Sunset Beach, which said property was conveyed to the aforesaid Carrie A. Hudson by the Sunset Beach Development Company by deed dated July 18, 1935, and recorded among the Land Records of Anne Arundel County Maryland in Liber F. A. M. No. 136, folio 578, a certified copy of which is filed herewith and prayed to be taken as part hereof and marked "Plaintiff's Exhibit No. 1."

2. That the said Carrie A. Hudson left surviving her the following children as her only heirs at law:

a. Evelyn L. Graziano, a daughter, who intermarried with Samuel Graziano

b. Theodore R. Griffin, a son, who intermarried with Anna Griffin

c. Mr. John S. Griffin, a son, Single

d. Bessie Regel, a daughter, who intermarried with Theodore Regel

e. Margaret Henderson, a daughter, who intermarried with Leonard Ray Henderson

f. Leonard Griffin, a son, who intermarried with Lillian Griffin

all adults.

That the real estate mentioned herein is not susceptible of Partition in Kind between the heirs at law of the said Carrie A. Hudson, deceased, nor can it be divided among those in interest without material loss or injury and that a sale thereof is necessary for the best interest and advantage of all the parties interested in order that the proceeds thereof may be divided among the said parties in proportion to their respective interest.

TO THE END, THEREFORE,

Your Petitioners pray,

1. That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the money arising from such sale be divided among the parties according to their respective interest and right.

2. That a Trustee be appointed to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

3. That your Petitioner may have such other and further relief as her case may require.

May it please your Honor to grant unto your Petitioner the Writ of Subpoena, directed to:

Evelyn L. Graziano and Samuel Graziano, her husband
1648 Ashburton Street, Baltimore, Maryland

Theodore R. Griffin and Anna Griffin, his wife
2864 W. Mulberry Street, Baltimore, Maryland

John S. Griffin, Single
105 N. Carey Street, Baltimore, Maryland

Bessie Regel and Theodore Regel, her husband
703 Ashburton Street, Baltimore, Maryland

Margaret Henderson and Leonard Ray Henderson, her husband
2124 Smallwood Street, Baltimore, Maryland

Leonard Griffin and Lillian Griffin, his wife
3033 Herbert Street, Baltimore, Maryland

commanding them to be and appear in this Honorable Court, either in person or by Solicitor on some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed herein.

AND AS IN DUTY BOUND, ETC.

E. L. G. Evelyn L. Graziano
Petitioner

S. G. Samuel Graziano
Petitioner

David Friedman
Solicitor for Petitioners

LIBER 86 PAGE 316

IN THE
CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
EQUITY No. 8250

EVELYN L. GRAZIANO AND
SAMUEL GRAZIANO, HER HUSBAND,
PLAINTIFFS

vs.

THEODORE P. GRIFFIN AND
ANNA GRIFFIN, HIS WIFE, ET AL,
DEFENDANTS

BILL OF COMPLAINT

MR. CLERK:

PLEASE FILE...ETC.

David Friedman

DAVID FRIEDMAN,
SOLICITOR FOR PETITIONERS

SERVICE ADMITTED THIS_____DAY OF_____19____

_____
ATTORNEY FOR

Filed Sept. 15" 1941.

DAVID FRIEDMAN
ATTORNEY-AT-LAW
1309 COURT SQUARE BLDG.
BALTIMORE, MD.

1941

210 E. Lexington St.
annex (2)

Int. Rev. Stamp $1.00

This Deed made this 18th day of July in the year nineteen hundred and Thirty-five, by the Sunset Beach Development Company a body corporate of the State of Maryland.

WITNESSETH, that in consideration of Five Dollars and other valuable considerations /the said Sunset Beach Development Company subject to certain restrictions herein, does hereby grant and convey unto Mrs Carrie A. Hudson, (Married) Baltimore, Maryland, in fee simple, all those lots or parcels of ground in the Third Election District of Anne Arundel County, Maryland, laid out and designated as Lots Nos. Twenty-six (26) Twenty-seven (27) and Twenty-eight (28) in Section Fourteen (14) of Sunset Beach with a total frontage of about sixty feet on Geneva Road as shown on a Plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 2, Folio 27, these lots being a part of a large tract of about one hundred and thirteen acres conveyed to Howard M. Pumphrey by deed dated January 7, 1929, and recorded in Liber F. S. R. No. 51, Folio 92, and by him conveyed to the Sunset Beach Development Company by deed dated March 3rd, 1933, and recorded in Liber F. S. R. No. 111, Folio 10.

TOGETHER with the improvements thereon and the rights and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Mrs. Carrie A. Hudson (Married) of Baltimore, Maryland,, in fee simple, subject to the following restrictions:

1st- Neither the said land, nor any part thereof, nor any building or structure that may be erected thereon, shall be sold conveyed, leased, rented or otherwise disposed of to any other than white persons as the owners or tenants thereof, nor to any club or organization, unless the provision be waived by the vendor.

2nd- Nor shall the said lot or any part thereof, or any building erected thereon at any time hereafter, be used or occupies as a bome boiling establishment, tannery, slaughter house, glue, soap, candle, starch or gunpowder manufactury, or for other offensive or dangerous purposes; nor for the keeping of pigs; nor for the use of buriel or cemetary purposes. Chickens may be kept if confined to the owner's lot.

3rd- That no house except outbuildings shall be erected to cost less than $1.000.00.

4th- That no stores, booths, bath houses or other business places or place of amusement or places for public use, shall be established unless with the consent of the vendor in writing.

5th- That no sale will be made of less than two lots, and that not more than one dwelling shall be erected on each forty feet of frontage, and that no house or porch of same shall be built nearer than ten feet to the street line or nearer than five feet to any other line, except that on those lots facing on Sunset Walk or facing either the Tick Neck Road or Stoney Creek Road, no house or porch of the same shall be built nearer than fifteen feet to the street line unless this provision be waived by the vendor in writing.

6th- Lots in Section One have two frontages, the first dwelling must face the water, the second must face Stoney Creek Road. No outbuildings are to be closer than forty feet to Stoney Creek Road. No piers boathouses, or other structures in the water are to be built without the consent of the vendor in writing.

7th- That the layout of the lots as shown on the plan of the Sunset Beach Development Company shall be adhered to, and no scheme of facing lots or houses in any other direction shall be permitted, unless this provision be waived by the vendor in writing.

8th- That the vendor does not dedicate to public use but reserves unto itself the fee in all streets and alleys of said property, to use the same for railroad, gas, water and sewer pipes, electric light, telephone and telegraph poles and wires, and for such other reasonable uses as the said vendor may see fit, or to close same absolutely except

for the uses of the abutting owners thereon.

9th-That no barn stable or outbuilding shall be erected nearer to the main road or avenue on which the lot fronts than 50 feet; or nearer to any other road or avenue than 10 feet, unless this provision be waived by the vendor.

10th- That no privy or sewer for drainage or other purposes shall be installed on the property except it be either:

(a) of a chemical type approved by the State Board of Health or

(b) where a household is equipped with a water system, the drainage from such shall be made to pass through a properly built sectic tank of a type approved by the State Board of Health.

11th- That toilet and bath house shall be built in either the main dwelling or garage, and no garage or ooutbuildings or tents shall be later converted into a dwelling nor erected prior to building the main dwelling, unless the provision be waived by the vendor.

12th-That no wooden or other solid fences shall be erected except that this provision be waived by the vendor. It is mutually agreed between the principals to this contract that no representations or agreements made by any one outside of these set forth in this contract shall be binding and all restrictions shall be binding until the year 1948.

And the said Sunset Beach Development Company does hereby covenant that it will warrant specially the property hereby conveyed, and that it eill execute such other and further assurances of said land as may be requisite.

As witness the corporate seal, duly attested, and the hand of its President, the day and year first above written.

Attest: (Corporate) (Seal) The Sunset Beach Development Company

Howard M. Pumphrey By Thomas W. Pumphrey Jr.

Secretary-Treasurer President

LIBER 86 PAGE 320

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I do hereby certify that on this 18th day of July in the year nineteen hundred and thirty-five before me, the subscriber, a Notary Public in and for said City and State, personally appeared Thomas W. Pumphrey, Jr, President of The Sunset Beach Development Company, and acknowledged the foregoing to be the act and deed of the said body corporate.

Witness my hand and Notarial Seal.

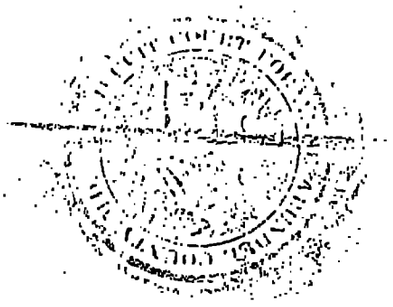
Grace L. Horney

(Notarial Seal) Notary Public.

Recorded 20th-July-1935,-at 10 A. M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY. SCT:

I HEREBY CERTIFY, that the aforegoing Deed was truly taken and copied from Liber F. A. M. 136, folio 578, 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 3rd. day of September, A. D. 1941.

John H. Hopkins, 3d. Clerk.

d

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
#8250 IN EQUITY

Evelyn L Graziano
et al

vs

Theodore R Griffin,
et al

Petitioner-Plaintiff's
"Exhibit No.1"
Adams, Ed. A. Jr.

Mr. Clerk:
Please file, etc.
David Friedman
Sol. for Complainant

Filed Sept. 15th. 1941.

$1.75 Pd. L.S.

LIBER 86 PAGE 321

LIBER 80 PAGE 322

Evelyn L. Graziano and Samuel Graziano, her husband, Plaintiffs	:	Equity No. 8150
Vs.	:	IN THE CIRCUIT COURT
Theodore R. Griffin and Anna Griffin, his wife, John S. Griffin, Single Bessie Regel and Theodore Regel, her husband, Margaret Henderson and Leonard Ray Henderson, her husband, and Leonard Griffin and Lillian Griffin, his wife, Defendants	:	FOR ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come Theodore R. Griffin and Anna Griffin, his wife, Respondents in the above styled cause, in answer to the Bill of Complaint against them exhibited and for answer say:

1. That they admit the allegations contained in the several paragraphs of the Bill of Complaint and consent to the passage of a decree granting the relief therein prayed.

Solicitor for Respondents

Theodore R. Griffin, Respondent

Anna Griffin, Respondent

Evelyn L. Graziano and Samuel Graziano, her husband, Plaintiffs	:	Equity No. 8250
Vs.	:	IN THE CIRCUIT COURT
	:	FOR
Theodore R. Griffin and Anna Griffin, his wife, John S. Griffin, Single Bessie Regel and Theodore Regel, her husband, Margaret Henderson and Leonard Ray Henderson, her husband, and Leonard Griffin and Lillian Griffin, his wife, Defendants	:	ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes John S. Griffin, Single, Respondent in the above styled cause in answer to the Bill of Complaint against him exhibited and for answer says:

1. That he admits the allegations contained in the several paragraphs of the Bill of Complaint and consents to the passage of a decree granting the relief therein prayed.

Louis M. Strauss
Solicitor for Respondent

John S. Griffin
John S. Griffin, Respondent

Evelyn L. Graziano and Samuel Graziano, her husband, Plaintiffs	:	Equity No. 8250
Vs.	:	IN THE CIRCUIT COURT
	:	FOR
Theodore R. Griffin and Anna Griffin, his wife, John S. Griffin, Single, Bessie Regel and Theodore Regel, her husband, Margaret Henderson and Leonard Ray Henderson, her husband, and Leonard Griffin and Lillian Griffin, his wife, Defendants	:	ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come Margaret Henderson and Leonard Ray Henderson, her husband, Respondents in the above styled cause in answer to the Bill of Complaint against them exhibited and for answer say:

1. That they admit the allegations contained in the several paragraphs of the Bill of Complaint and consent to the passage of a decree granting the relief therein prayed.

Solicitor for Respondents

Margaret Henderson, Respondent

Leonard Ray Henderson, Respondent

LIBER 86 PAGE 325

Evelyn L. Graziano and Samuel Graziano, her husband, Plaintiffs	:	Equity No. 8250
Vs.	:	IN THE CIRCUIT COURT
Theodore R. Griffin and Anna Griffin, his wife, John S. Griffin, Single Bessie Regel and Theodore Regel, her husband, Margaret Henderson and Leonard Ray Henderson, her husband, and Leonard Griffin and Lillian Griffin, his wife, Defendants	:	FOR ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Bessie Regel and Theodore Regel, her husband, Respondents in the above styled cause in answer to the Bill of Complaint against them exhibited and for answer say:

1. That they admit the allegations contained in the several paragraphs of the Bill of Complaint and consent to the passage of a decree granting the relief therein prayed.

Louis M Strauss
Solicitor for Respondents

Bessie Regel
Bessie Regel, Respondent

Theodore Regel
Theodore Regel, Respondent

LIBER 80 PAGE 320

Equity No.

In the
Circuit Court For Anne Arundel
County
In Equity

Evelyn L Graziano
Samuel Graziano

vs

Theodore R Griffin,
et al

Appearance and Consent
of Theodore Griffin, Anna Griffi
Bessie Regel, Theodore Regel
Margaret Henderson, Leonard-
Ray Henderson, John S Griffin

Mr.Clerk:
Please enter my appearance
and file within answers and
Consents.

Louis M. Strauss
Sol. for above named
Respondents

Filed Sept. 15th. 1941.

Note: Leonard Griffin and
Lillian Griffin have not
appeared.

LOUIS M. STRAUSS
ATTORNEY-AT-LAW
ANNAPOLIS, MD.

ART PRESS, ANNAPOLIS, MD.

EVELYN L. GRAZIANO & HUSBAND	:	No. 8250 Equity
VS.	:	IN THE CIRCUIT COURT
	:	FOR
THEODORE R. GRIFFIN & WIFE, et al	:	ANNE ARUNDEL COUNTY

. . . . . .

The Petition of the Complainants by David Friedman, as solicitor, respectfully represent:

1. That all the Respondents to this cause with the exception of Leonard Griffin and Lillian Griffin, his wife, have appeared or answered according to the summons and sub poena to them directed.

2. That the said Leonard Griffin and Lillian Griffin, his wife, were duly summoned and failed to appear and answer in person or by solicitor.

WHEREFORE, your Complainants pray that leave be granted in this cause to take testimony in support of the Bill of Complaint and answer before one of the Standing Examiners of this Court.

David Friedman
Solicitor for Complainants

ORDER OF COURT

ORDERED this 7th day of November, 1941, by the Circuit Court for Anne Arundel County in Equity that leave be and is hereby granted for the parties in this cause to take testimony before one of the Standing Examiners of this Court in support of the Bill of Complaint and answer.

Rigby S. McIvers, A.J.

LIBER 86 PAGE 328

No. 8250 Equity

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EVELYN L. GRAZIANO & HUSBAND

vs.

THEORDORE R. GRIFFIN AND
WIFE, ET AL

Petition and
Order for Testimony -
~~DECREE PRO CONFESSO~~

Nov. 1, 1941 fd.

MR. CLERK: PLEASE FILE.....ETC.

David Friedman

DAVID FRIEDMAN,
SOLICITOR FOR COMPLAINANTS.

~~SERVICE WAIVED THIS ____ DAY OF ____ 19__~~

Filed Nov. 6" 1941.

~~ATTORNEY FOR~~

DAVID FRIEDMAN
ATTORNEY-AT-LAW
1309 COURT SQUARE BLDG.
BALTIMORE, MD.

Evelyn L Graziano
et al

vs

Theodore Griffin, et al

No 8250 Equity

In the Circuit Court

for

Anne Arundel County

To the Honorable Judge of Said Court:

The Petition of the Complainants by David Friedman, their Solicitor respectfully represent:

That Leonard Griffin and Lillian Griffin, his wife, were duly summoned and failed to appear in person or by Solicitor.

WHEREFORE, your Petitioner prays that a Bill of Complaint herein be taken pro confesso against the said Leonard Griffin and Lillian Griffin, his wife.

David Friedman
Solicitor for Complainant

ORDER OF COURT

It is thereupon this 23rd day of December, 1941 by the Circuit Court for Anne Arundel County in Equity; ADJUDGED; ORDERED AND DECREED, that the Complainant is entitled to relief in the premises and that the Bill of Complaint be and is hereby taken pro confesso against said Defendants, Leonard Griffin and Lillian Griffin, his wife.

But because it doth not certainly appear to what relief the Plaintiffs are entitled, it is further ADJUDGED AND ORDERED, that one of the Examiners of this Court take testimony to support the allegation of the Bill.

Ridgely P. Melvin A.J.

LIBER 86 PAGE 330

No. 8250 Equity

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Evelyn L. Graziano, etal

Vs.

Theodore Griffin, et al

Decree Pro Confesso
and Court Order thereon

Mr. Clerk:

Please file, etc.

David Friedman
Solicitor for Complainant

Filed Dec. 23" 1941.
Order Dec. 23, 1941 fd.

[redacted]

LIBER 86 FOLIO 331

Evelyn L. Graziano,

et al., Plaintiffs,

vs.

Theodore R. Griffin, et al.,

Defendants.

No. 8250 Equity.

In the Circuit Court for

Anne Arundel County.

Testimony on behalf of Plaintiffs and Defendants.

PRESENT:-

Mr. David Friedman, Attorney for Plaintiffs.

Mr. Louis M. Strauss, Attorney for Defendants

Mr. John S. Strahorn, Examiner,

Juliet D. Strahorn, Court Stenographer.

*********Agreement to waive signatures.

Decree Pro Confesso, Dec. 23rd, 1941.

WITNESSES:-

Evelyn L. Graziano,---------2 to3

Robert C. Ward,-------------4

Evelyn L. Graziano, one of the Plaintiffs, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Evelyn L. Graziano, Baltimore, Md.

2. You are the wife of Samuel Graziano, one of the Plaintiffs herein?

A. Yes.

3. Did you know Carrie A. Hudson, in her life time?

A. Yes, she was my mother.

4. Is your mother living or dead, if dead when did she die?

A. She is dead, she died April 27th, 1940.

5. Where did she die?

A. She died in Baltimore.

6. Did she die testate or intestate?

A. She died without making a will.

7. Who did she leave surviving her as her only heirs at law?

A. She left surviving her the following children as her only heirs at law, namely:-

Evelyn L. Graziano, a daughter, who married Samuel Graziano.

Theodore R. Griffin, a son, who intermarried with Anna Griffin.

John S. Griffin, a son, single.

Bessie Regel, a daughter, who intermarried with Theodore Regel.

Margaret Henderson, a daughter, who intermarried with Leonard Ray Henderson.

Leonard Griffin, a son, who intermarried with Lillian Griffin.

I also had a brother, Eugene H. Griffin who died after my mother died, he was married but his wife had died before he did, and he left no children.

8. Did your mother leave a husband at the time of her death?

A. No.

9. Has there been any administration on the estate of your mother?

A. No, she had nothing except these lots.

10. Are all of the defendants named here adults over 21 years of age?

A. Yes they are.

11. Did your mother own any property in Anne Arundel County at the time of her death?

A. Yes, the three lots mentioned situated at Sunset Beach in Anne Arundel County.

12. Are these lots improved or unimproved?

A. There are no buildings on the property.

13. I show you a deed dated the 18th day of July, 1935 recorded in Liber F.A.M. 136, folio 578 to Carrie A. Hudson and ask you what that is?

A. That is the deed for the property mentioned here.

******Filed as Examiner's Exh. A.

14. In your opinion, are these lots of ground here susceptible of division in kind without loss or injury to the parties entitled?

A. It is not susceptible, there are too many interested it cannot be divided.

15. What in your opinion is the best thing to do with the property.

A. Sell it and divide the money amongst those entitled to it.

16. These are all the heirs at law of your mother, those you have mentioned?

A. Yes.

To the general question under the rule the witness says:-

A. No.

Signature waived by agreement of counsel.

Robert C. Ward, a witness of lawful age, being first duly sworn, deposes and says:-

1. State your name and residence?

A. Robert C. Ward, Glenburnie, Anne Arundel County, Md.

2. What is your business?

A. Real Estate and Insurance.

3. How long have you been in the Real Estate and Insurance business?

A. Since 1935.

4. Are you an Appraiser and Director of a Building Association?

A. President of the Building Association.

5. Have you had occasion to deal in selling land in Sunset Beach, in Anne Arundel County, Md.?

A. Yes, I have sold two pieces of property there and other property in the vicinity. They were improved property.

6. Have you had occasion lately to look at Lots 26-27-28 Section 14 of the Development of Sunset Beach in connection with my request?

A. Yes.

7. They consist generally of what measurements?

A. They are unimproved lots, two at 20 foot front 1 at 50 foot front, one is irregular 19 feet 4 by 105 and the other two have 20 foot front.

8. So they have approximately 60 feet front on Geneya Road?

A. Yes.

9. What, in your opinion, is the fair market value of these lots which you have described not looking to a forced sale?

A. I think the three should bring about $250 as a whole.

10. If I tell you there are six heirs who have title to this property can you say whether or not this property can be divided in kind amongst them without loss and injury?

A. I don't think they could, I think they should be sold as a whole and the proceeds divided, I don't think they could be divided.

To the general question under the rule the witness says:-

A. No.

Signature waived by agreement of Counsel.

There being no other witnesses to be examined on behalf of the Plaintiff or the Defendant, this testimony is now closed, and, at the request of Solicitors for both Plaintiffs and Defendants, the same is returned to the Court.

Witness my hand and seal this 23rd day of December, 1941.

Jno. S. Graham (Seal)
Examiner.

6

No. 8250 Equity.

Evelyn L. Graziano,

vs.

Theodore Griffin, et al.

Testimony on behalf of the Plaintiff and Defendants.

Mr. Clerk:- Please file.

Jno. S. Graham.
Examiner.

Filed Dec. 23rd. 1941.

J.D.S.--------$4.00
J.S.S.--------$8.00

Liber 380 Page 330

Evelyn L. Graziano and husband	:	No. 8250 Equity
	:	IN THE CIRCUIT COURT
Vs.	:	FOR
Theodore R. Griffin and wife, et al	:	ANNE ARUNDEL COUNTY

. . . . . .

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The testimony in the above cause in support of the Bill of Complaint and Answer having been completed and filed, these proceedings are hereby submitted for a decree and the General Equity Rule for the time of filing exceptions to the testimony is hereby waived.

David Friedman
Solicitor for Plaintiffs

Louis M. Straus
Solicitor for Answering Respondents

No. 8250 Equity

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Evelyn L. Graziano
and husband

Vs.

Theodore R. Griffin
and wife, et al

Submission for Decree

Mr. Clerk:

Please file, etc.

David Friedman
Solicitor for Plaintiffs

Solicitor for Answering
Respondents

Filed 9 3 1942

LOUIS M. STRAUS
ATTORNEY-AT-LAW
ANNAPOLIS, MD.

LIBER 80 PAGE 337

Evelyn L. Graziano and husband	:	No. 8250 Equity
	:	IN THE CIRCUIT COURT
Vs.	:	FOR
Theodore R. Griffin and wife, et al	:	ANNE ARUNDEL COUNTY

. . . . . :. . . . . .

DECREE

The above cause standing ready for hearing, and being submitted, the proceedings were, by the Court, read and considered, and it appearing that a sale of the property mentioned in the proceedings in this cause, would be advantageous to all persons concerned, it is thereupon this 25" day of February, 1942, ADJUDGED, ORDERED, AND DECREED by the Circuit Court for Anne Arundel County (in Equity) that the property mentioned in these proceedings be sold; that Louis M. Strauss and David Friedman be and they are hereby appointed Trustees to make sale thereof, and that the course and manner of their proceedings shall be as follows:- That they shall first file with the Clerk of This Court a bond to the State of Maryland, executed by themselves, and a surety or sureties, to be approved by this Court or Clerk thereof, in penalty of Five Hundred Dollars ($500.00) conditioned for the faithful performance of the trust reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three weeks notice by advertisement, inserted in such newspaper or newspapers published in the County aforesaid as they shall think proper, of the time, place; manner, and terms of sale, which terms shall be:- Require a deposit of at least 10% of the amount of the sale, on account of the purchase money on the day of sale, and as soon as may be convenient after such sales, the said Trustees shall return to this Court a full and particular account of the proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, the said Trustees shall be 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

LIBER 80 FOLIO 338

sold, free, clear, and discharged from all claim of the parties hereto, plaintiff and defendant and those claiming by, from or under them or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to said Trustees as this Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith they shall appear to have discharged their trust.

It is further ordered that the Clerk of the Court publish Notice to Creditors on the estate of Carrie A. Hudson, deceased, notifying creditors to file their claims against this estate.

Richard D. Mitchell A.J.

No. 3280 Equity

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Evelyn L. Graziano
and husband

Vs.

Theodore E. Griffith
and wife, et al

Decree

Feb. 25, 1942

Mr. Clerk:

Please file, etc.

Solicitor for Answering
Respondents

Filed Feb. 25th 1942.

LOUIS M. STRAUSS
Solicitor for
Answering Rp.

LIBER 86 PAGE 339

EAGLE INDEMNITY COMPANY

HEAD OFFICE NEW YORK

A STOCK COMPANY

KNOW ALL MEN BY THESE PRESENTS, That We, Louis M. Strauss and David Friedman,

as PRINCIPAL, and EAGLE INDEMNITY COMPANY, of New York, N. Y. a corporation of the State of New York, and duly authorized to transact business in the State of Maryland, as SURETY, are held and firmly bound unto the State of Maryland, in the full and just eum of FIVE HUNDRED Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heire, executors and adminietrators, jointly and eeverally, firmly by these presents, sealed with our eeals, and dated this 27th day of March, Nineteen Hundred and Forty-two

WHEREAS, by virtue of a power of sale contained in ~~a mortgage~~ a decree of the Circuit dated February 25, 1942, and passed in a cause entitled "Evelyn L. Graziano and husband, vs. Theodore R. Griffin and wife, et al. ~~to~~ the said Louis M. Strauss and David Friedman are ~~is~~ authorized and empowered to make sale of the property deecribed in said ~~mortgage~~ proceedings, ~~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 Louis M. Strauss and David Friedman

are about to execute said power and make sale of the property described as aforeeaid in said ~~mortgage~~. proceedings.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Louis M. Strauss and David Friedman do and shall well and faithfully perform the trust reposed in them by said decree and abide by and fulfill any order or decree which ehall be made by any Court of Equity in relation to the eale of ~~such mortgaged~~ said property or the proceeds thereof, then the above obligation to be void and of no effect, otherwiee to be and remain in full force and virtue in law.

Witness:

Josephine Sweeney

Louis M. Strauss (SEAL)

David Friedman (SEAL)

EAGLE INDEMNITY COMPANY

By: Benjamin Michaelson

Attorney-in-fact.

LIBER 86 PAGE 340 Equity No. 8250

In the
Circuit Court for
Anne Arundel
County

Evelyn L Graziano
et al

vs

Theodore B Griffin
et al

479 Bond

Mr. Clerk:
Please file,
etc.

[signature]
Trustee

Filed March 27th 1942.

LIBER 80 PAGE 341

TRUSTEE'S SALE

of valuable unimproved property

located at Sunset Beach

Third Election District of Anne Arundel County

By virtue of a decree passed by the Circuit Court for Anne Arundel County in the case of Evelyn L. Graziano and husband vs. Theodore R. Griffin and wife, et al (Equity No. 8250) the undersigned trustees will sell at public auction at the Court House Door, Annapolis, Maryland, on

FRIDAY, MARCH 27, 1942, at 11:30 o'clock

all those three lots of ground known and designated as Lots Nos. 26, 27, and 28 of Section 14 of Sunset Beach with a total frontage of about 60 feet on Geneva Road as shown on a Plat of Sunset Beach filed among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 2, Folio 27.

Being the same lots of ground which were conveyed to Mrs. Carrie A. Hudson, deceased, by the Sunset Beach Development Company, a body corporate of the State of Maryland by deed dated the 18th day of July, 1935 and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 136, folio 578, etc.

These lots are unimproved but are located in a desirable development with water front privileges to Stony Creek located near by.

Terms of Sale: A deposit of 10 % of the purchase price will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money to bear interest from the day of sale to date of settlement, all expenses if any to be adjusted to day of sale.

David Friedman
Louis M. Strauss

Trustees

No. 8250 Equity

This Certify I have sold the within property at Public Sale to Henry J Jarintino. For ($100.00) the highest bidder therefore on March 27 1942

Auctioneer
W.B. Elliott

Filed April 10th 1942.

LIBER 80 PAGE 343

Evelyn L Graziano, et al

vs

Theodore R Griffin, et al

Equity No. 8250

IN THE CIRCUIT COURT

for

ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of David Friedman and Louis M Strauss, Trustees, appointed by a decree of this Court passed in the above entitled cause, dated the 25th day of February, 1942, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette a newspaper published in Anne Arundel County, Maryland, for at least three successive weeks before the day of sale, they did pursuant to said notice attend at the Court House Door of Annapolis, Maryland on the 27th day of March, 1942., at 11:30 A.M.., and then and there proceeded to sell said property mentioned in these proceedings at public sale to the highest bidder the said property being described as follows:

All those three lots of ground in the Third Election District of Anne Arundel County known as and designated as Lots Nos. 26, 27, and 28 of Section 14 of Sunset Beach as shown on a plat of Sunset Beach filed among the Plat records of Anne Arundel County in Plat Book F.S.R. No. 2 folio 27., and being the same lots described in a deed July 18, 1935 and recorded among the land records of Anne Arundel County in Liber F.A.M No. 136 folio 578.

And your said Trustees sold the above described property to Henry J. Tarantino for the sum of One Hundred Dollars ($100.00), he being the highest bidder therefor.

Respectfully submitted,

David Friedman

David Friedman, Trustee

Louis M. Strauss

Louis M. Strauss, Trustee

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 8th day of April, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared David Friedman, 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 correct to the best of his knowledge~~ 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.

Betty Gleich
Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of April, 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Louis M. Strauss, Trustee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fiarly made.

WITNESS my hand and Notarial Seal.

Josephine Sweeney
Notary Public

Order Nisi

LIBER 86 PAGE 345

Evelyn L. Graziano
x husband,

versus

Theodore R. Griffin
x wife, et al.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 8250 Equity

Ordered, this 10th day of April, 1942, That the sale of the property mentioned in these proceedings made and reported by David Friedman and Louis M. Strauss Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next.

The report states that the amount of sales to be $ 100.00

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Evelyn L. Graziano
x husband,

versus

Theodore R. Griffin
x wife, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT. This 1st day of July, 1942

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

Ralph P. Mahan
Judge

LIBER 80 PAGE 340

Equity No. 8250

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Evelyn L. Graziano, et al

Vs.

Theodore R. Griffin, et al

Report of Sale

Mr. Clerk:

Please file, etc.

Louis M. Strauss
Trustee

Filed April 10" 1942
Order Nisi April 10" 1942.
Final order July 1, 1942

LOUIS M. STRAUSS
ATTORNEY-AT-LAW
ANNAPOLIS, MD.

ART PRESS, ANNAPOLIS, MD.

4 - 10 - 42.
Copy of Order Nisi Received,
Gazette
Per. [illegible]

LIBER 86 PAGE 347

ORDER NISI

In the Circuit Court for Anne Arundel County.
No. 8250 Equity.

Evelyn A. Graziano and Husband
versus
Theodore R. Griffin and Wife, et al.

Ordered, this 10th day of April, 1942, that the sale of the property mentioned in these proceedings, made and reported by David Friedman and Louis M. Strauss, Trustees, be ratified and confirmed, unless cause to the contrary be shown on or before the

12TH DAY OF MAY, NEXT;

provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next.

The report states the amount of sale to be $100.00.

JOHN H. HOPKINS, 3RD, Clerk.

True Copy, Test:
JOHN H. HOPKINS, 3RD, Clerk.

a-30

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 21, 1942.

We hereby certify, that the annexed

Order Nisi - Sale
Graziano vs Griffin
Equity No 8250

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 May, 1942. The first insertion being made the 16th day of April, 1942

THE CAPITAL-GAZETTE PRESS, INC.

By W Balderston

LIBER 86 PAGE 348

NO. 8250 12 Equity

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Evelyn L Graziano et q

vs.

Theodore R Griffin

et al

CERTIFICATE OF PUBLICATION

Order Nisi
on Report of Sale

Mr. Clerk;
Please file, etc

Lewis Shum
Trustee

FILED June 30" 1942.

Louis M. Strauss, Attorney,
Professional Building, Annapolis, Md.

Trustees' Sale
- OF VALUABLE -
Unimproved Property

Located at Sunset Beach, Third Election District of Anne Arundel County.

By virtue of a decree passed by the Circuit Court for Anne Arundel County in the case of Evelyn L. Graziano and husband vs. Theodore R. Griffin and wife, et al (Equity No. 8250), the undersigned trustees will sell at public auction at the Court House door, Annapolis, Maryland, on

FRIDAY, MARCH 27, 1942
AT 11:30 O'CLOCK

all those three lots of ground known and designated as Lots Nos. 26, 27 and 28 of Section 14 of Sunset Beach, with a total frontage of about 60 feet on Geneva Road, as shown on a plat of Sunset Beach, filed among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 27.

Being the same lots of ground which were conveyed to Mrs. Carrie A. Hudson, deceased, by the Sunset Beach Development Company, a body corporate of the State of Maryland, by deed dated the 18th day of July, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 136, folio 578, etc.

These lots are unimproved but are located in a desirable development, with waterfront privileges to Stony Creek located near by.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser or purchasers at the time and place of the sale, balance of purchase money to bear interest from the day of sale to date of settlement. All expenses, if any, to be adjusted to day of sale.

DAVID FRIEDMAN,
LOUIS M. STRAUSS,
Trustees.

I hereby certify that this is an exact copy of the advertisement appearing in the Maryland Gazette March 5 and 26, 1942.

Julia L. French
Notary Public.

OFFICE OF LIBER 80 PAGE 350

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 4, 1954

We hereby certify, that the annexed

Trustee's Sale

Evelyn L. Graziano

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 22 th day of March, 1942 The first insertion being made the 5 th day of March, 1942

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie J. French

Filed 5 Mar, 1954

LIBER 86 PAGE 351

IN THE MATTER OF	:	IN THE
THE MORTGAGED REAL ESTATE OF	:	CIRCUIT COURT
JOHN F. GARNER and MARTHA E. GARNER	:	FOR
	:	ANNE ARUNDEL COUNTY No. 10,815 Equity

....

ORDER TO DOCKET SUIT

MR. CLERK:

Please docket this case and file the original Mortgage.

Philip Beigel

Philip Beigel, Attorney named in the mortgage.

Carroll H. Albaugh

Attorney

Filed 23 Sept., 1953.

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

MORTGAGE FEE—CITY OR COUNTY—Form

LIBER 86 PAGE 352

LIBER 730 PAGE 345

No. 10,815 Equity

- No stamps required -

THIS MORTGAGE, Made this 19th day of December

in the year nineteen hundred and ° fifty-two by and between

John F. Garner and Martha E. Garner, his wife,

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

Virginia D. Youse, of Baltimore City, State of Maryland , Mortgagee , of the second part:

Whereas, the said mortgagors did on the 18th, day of December, 1952 receive a loan of Six Thousand and no/100 ($6000.00) Dollars secured by a Chattel Mortgage executed on the 18th day of December, 1952 and to further secure the repayment of the said loan and the performance of the covenants contained the the aforesaid Chattel Mortgage, these presents are executed

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 mortgagee, her heirs and assigns,

in fee simple, all those lot s or parcels of ground situate and lying in the Anne Arundel County, State of Maryland, aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING Lots Nos. 5524 and 5525, together with the right, title and interest of the party of the first part, if any, in and to that portion of the road or roads, streets o or avenues immediately adjoining the said premises as described and delineated on plat entitled:

Fourth Map of Woodland Peach District No. One Anne Arundel County, Maryland, Sheet No. _____, and filed among the Land Records of Anne Arundel County in Liber F5R3 folio 27 and

Being the same property conveyed to Marie I. Tanner by deed recorded in Liber J.H.H. No. 449 folio 1o5 of the Land Records of Anne Arundel County, Maryland to which said plat and deed, reference is hereby made for a more particular description of the land hereby conveyed;

Being also the same property conveyed to the mortgagors herein by deed dated April 28th, 1949 from Marie I. Tanner and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. No. 556 folio 70

AND FOR THE SECOND lot and parcel of ground: Beginning for the same and being known and designated as lot No. 94A as shown on the plat of Magothy Beach, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2/12 new cabinet 1, Rod E Plat 12, said Plat being known as Plat 23, filed February 17, 1923.

Being the same lot and premises described in a deed dated June 6th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 626 folio 493 was conveyed and granted by John Speargas and Ethel R. Speargas, his wife, unto the mortgoagors herein

Filed 23 Sept., 1953.

LIBER 86 PAGE 353

LIBER 730 PAGE 346

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 Virginia D. Youse, the within mortgagee, 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 Six Thousand Dollars set out in aforesaid chattel mortgage ~~dollars~~, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

And the said Mortgagor shereby 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 Mortgagor shereby also authorize the said Mortgagee, her personal representatives, or assigns Philip Beigel d' authorized Attorney or Agent

of the said Mortgagee , her _ersonal representatives, or assigns, afte_ any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of Three Hundred and no/100 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 executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

And it is agreed that, until default be made in the premises, the said part ies of the first part, their executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said part iesof 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 Nine Thousand and no/100 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 lien or claim hereunder.

Witness the hand s and seal s of the said mortgagors.

TEST:

Philip Beigel

Philip Beigel

John F. Garner [SEAL]

John F. Garner

Martha E. Garner [SEAL]

Martha E. Garner

[SEAL]

State of Maryland, City of Baltimore , ss:

I Hereby Certify, that on this 19th day of December 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 aforesaid, personally appeared John F. Garner and Martha E. Garner, his wife, the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared Virginia D. Youse 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.

Doris E. Monnett

Doris E. Monnett

Recorded- 23rd December, 1952, at 10 A.M.

LIBER 80 PAGE 355

MORTGAGE

FROM

John F. Garner and

Martha E. Garner, his wife

TO

Virginia D. Youse

BLOCK NO.

Received for Record Dec 5, 1945,

at 10 o'clock A M. Same day recorded

in Liber 1116 No. 730 Folio 345 &c.,

Records of

and examined per

, Clerk.

Cost of Record, $

Philip Beigel
Attorney at Law
2 E. Lexington Street
Baltimore 2 Md.

The Daily Record Company, Baltimore, Md.

LIBER 86 PAGE 356

~~VIRGINIA D. YOUSE~~ :

~~VERSUS~~ :

In The Matter of The Mortgage of Real Estate of JOHN F. GARNER and :

MARTHA E. GARNER, his wife :

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

10, S 15 Eq

. . . . . .

STATEMENT OF CLAIM

AMOUNT OF LOAN	$6000.00
PAYMENTS ON ACCOUNT	2850.00
BALANCE DUE ON LOAN	$3150.00
INTEREST FROM AUGUST 7th, 1953 to SEPTEMBER 21st, 1953	43.00
	$3193.00

The above is statement of claim of Virginia D. Youse on account of loan of $6000.00 by her to John F. Garner and Martha E. Garner, his wife, secured by chattel mortgage dated December 18, 1952 and recorded among the Chattel Records of Anne Arundel County in Liber J.N.H. No. 65 folio 260 and further secured by mortgage dated December 19th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.N.H. No. 730 folio 345

Philip Berol, Attorney for
Virginia D. Youse

State of Maryland,
City of Baltimore, to wit:

I hereby certify that on this 23 day of September, 1953 before me a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared Virginia D. Youse and made oath in due form of law that the above statement of claim is true to the best of her belief and knowledge and that she has not received payment nor security nor satisfaction thereof.

Doris E. Monnett
Doris E. Monnett, Notary Public.

Filed 29 Oct, 1953.

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LIBER 86 PAGE 357

129801

New Amsterdam Casualty Company

No. 10,815 Equity

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

Know All Men By These Presents:

THAT WE, Philip Beigel, 2 E. Lexington Street, Baltimore, Maryland,

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, 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 Six Thousand & No/100 Dollars ($6000.00), 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 23rd day of September in the year of our Lord one thousand nine hundred and fifty-three.

WHEREAS, the above bounden Philip Beigel - - - - - - - - - - - - - - -

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County,

has been appointed Trustee
mentioned in the proceedings in the case of

Virginia D. Youse

vs.

John F. Garner and
Martha E. Garner

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN Philip Beigel does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Carol W. Albanyi

Philip Beigel (SEAL)
Philip Beigel

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

Attest M. R. Gosweiler
Assistant Secretary M. R. Gosweiler

ATTEST: As to Surety:

E. M. Keyser
E.M. Keyser

1-307-Md. Trustee—Receiver 500-7-47

approved this 29 Oct., 1953
John H. Hopkins, Jr.

Filed 29 Oct., 1953.

7

LIBER 80 PAGE 358

In the matter of the	:	IN THE
Mortgaged Real Estate	:	CIRCUIT COURT
of	:	FOR
JOHN F. GARNER and	:	ANNE ARUNDEL COUNTY
MARTHA E. GARNER, his wife.	:	No. 10 815 Equity

....

REPORT OF SALE

THE Report of Sale of Philip Beigel, the Attorney named in the mortgage filed in these proceedings, respectfully shows:

1. That, under and by virtue of the power of sale contained in a mortgage from John F. Garner and Martha E. Garner, his wife, dated December 19, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 730 folio 346, the said Philip Beigel, Attorney named in said mortgage, to make sale of the property therein described in case of default, and default having ocurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Evening Capital, a newspaper printed and published in Anne Arundel County, and also by hand bills distributed in the vicinity of the property and elsewhere, did on Thursday, October 29, 1953 at 11:00 o'clock a.m., at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale at public auction; and the said Philip Beigel, Attorney as aforesaid, then and there sold the property firstly described to Virginia Youse, for the sum of Six-hundred ($600.00) Dollars, being at that figure the highest bidder therefore, the said property consisting of (1) lot of ground improved by (1) story frame dwelling containing five (5) rooms and bath and a well-house. The same lot of ground conveyed to John F. Garner and Martha E. Garner, his wife, by deed dated June 6, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 626 folio 493. Said property is subject to a prior mortgage to Riverside Federal Savings & Loan Association, dated June 6, 1952 and recorded amongthe aforesaid Land Records in Liber J.H.H. No. 626 folio 495, in the principal sum of Sixty-seven hundred fifty ($6750.00) Dollars the balance thereon being reported to be Six-thousand seventy-five ($6,075.19) Dollars, nineteen cents.

The said Philip Beigel, Attorney as aforesaid, then and there

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 3 Nov., 1953.

sold the property secondly described in said advertisement, to S. Michaelis for the sum of Two hundred ($200.00) Dollars, he being at that figure, the highest bidder therefore, the said property consisting of Lots Nos. 5524 and 5525 as shown on the 4th map of Woodland Beach.

Being the same property which was conveyed to John F. Garner and Martha E. Garner, his wife, by Marie I. Tanner by deed dated April 28, 1949, and recorded among the Land Records aforesaid in Liber J.H.H. No. 556 folio 70.

2. And the said Attorney further reports that he has received from the purchasers, deposits of Sixty ($60.00) Dollars and twenty ($20.00) Dollars respectively as required by the terms of sale, and has also obtained the written agreement of the Purchasers to comply with the other of said terms, the same being as follows:

TERMS OF SALE: The above properties will be sold separately. A deposit of 10% of the purchase price will be required of the purchaser or purchasers on day of sale, the balance of the purchase price for each parcel to be paid in cash within ten (10) days from final ratification of sale, and bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted: Philip Beigel

Attorney named in the Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that, on this 31 day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared PHILIP BEIGEL, The Attorney named in the mortgage, and made oath in due form of law that the matters and things stated in the foregoing Report of Sale are true, and that said sale was fairly made.

WITNESS my hand and Notarial Seal.

Doris E. Monnett

Notary Public

CARROLL H. ALBAUGH
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 86 PAGE 360

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of

~~versus~~

John F. Garner and
Martha E. Garner

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,815 Equity

Ordered, this 3 day of November, 19 53, That the sale of the Property in these Proceedings mentioned, made and reported by Philip Beigel, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of December next.

The report states that the amount of sales to be $ 600.00, subject to a prior Mortgage in the amount of $6,075.19, and $200.00.

John K. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order).

Filed 3 Nov, 1953.

In The Matter Of The
Mortgaged Real Estate Of

~~versus~~

John F. Garner and
Martha E. Garner

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th 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.

Benjamin Michaelson
Judge.

9-1953 Filed Dec

10

GEORGE W. SCIBL - - - - - - - - - - Auctioneer

CARROLL H. ALBAUGH, Attorney
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE

Fee Simple Property

SITUATE IN THE THIRD AND FIRST ELECTION DISTRICTS OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the mortgage from John F. Garner and Martha E. Garner, his wife, dated December 19, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 730, folio 346, 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, Annapolis, Maryland, on

THURSDAY, OCTOBER 29, 1953

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

the following two (2) parcels of ground:

1. All that lot or parcel of ground and improvements situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEGINNING for the same and being known and designated as Lot No. 94A as shown on the Plat of Magothy Beach, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. 2-12, New Cabinet 1, Rod E, Plat 12, said Plat being known as Plat 23, filed February 16, 1923, being the same lot and premises described in a deed dated June 6th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 626, folio 493, was conveyed and granted by John Speargas and Ethel R. Speargas, his wife, unto the mortgagors herein.

This property is improved by a one-story dwelling containing five rooms and bath and a well-house. Said property is subject to a prior mortgage to Riverside Federal Savings & Loan Association dated June 6, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 626, folio 495. Said mortgage is in the principal sum of $6,750.00.

2. All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County, Maryland, and more particularly described as follows:

BEING Lots Nos. 5524 and 5525, together with the right, title and interest of the party of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises as described and delineated on plat entitled Fourth Map of Woodland Beach, District No. One, Anne Arundel County, Maryland, and filed among the Land Records of Anne Arundel County in Liber F5R3, folio 27, and

BEING the same property conveyed to Marie I. Tanner by deed recorded in Liber J. H. H. No. 449, folio 105 of the Land Records of Anne Arundel County, Maryland, to which said plat and deed, reference is hereby made for a more particular description of the land hereby conveyed.

BEING also the same property conveyed to the mortgagors herein by deed dated April 28th, 1949, from Marie I. Tanner and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 556, folio 70.

Said property is unimproved.

TERMS OF SALE: The above properties will be sold separately. A deposit of 10 per cent of the purchase price will be required of the purchaser or purchasers on day of sale, the balance of the purchase price for each parcel to be paid in cash within ten (10) days from final ratification of sale, and bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

PHILIP BEIGEL,
Attorney Named In Mortgage,
2 East Lexington Street,
Baltimore 2, Maryland.

CARROLL H. ALBAUGH,
Attorney,
21 West Street,
Annapolis, Maryland.

LIBER 86 PAGE 363

10,815 Equity

ANNAPOLIS, MARYLAND

October 29, 1953

THIS IS TO CERTIFY, that I have, this 29th day of October, in the year 1953, sold the property described by the within advertisement in the first election district of Anne Arundel County and more particularly described as Lots Nos. 5524 and 5525 as shown on the Fourth map of Woodland Beach to S. Michaelis at and for the sum of Two Hundred Dollars being then and there the highest bidder for said property. I further certify that I have this 29th day of October, in the year 1953, sold the property described in said advertisement in the third election district of Anne Arundel County and more particularly described as Lot No. 94A as shown on a Plat of Magothy Beach recorded among the Plat Records of Anne Arundel County in Plat Cabinet "1" Rod "E" plat 12 to Virginia D. Youst at and for the sum of Six Hundred Dollars being then and there the highest bidder for said property.

Filed November 30 1953

George W. Scible

George W. Scible, Auctioneer

ANNAPOLIS, MARYLAND

October 29, 1953

I HEREBY CERTIFY that I have this 29th day of October in the year 1953, purchased from Philip Beigel, Attorney named in the mortgage, the property situated in the first election district of Anne Arundel County and described as Lots Nos. 5524 and 5525 as shown on the Fourth map of Woodland Beach at and for the sum of Two Hundred and ~~no~~/cy Dollars and do hereby agree to comply with the terms of sale.

S. Michaelis

S. Michaelis Purchaser

ANNAPOLIS, MARYLAND

October 29, 1953

I HEREBY CERTIFY, that I have this 29th day of October in the yeaf 1953, purchased from Philip Beigel, Attorney named in the mortgage, the property situated in the third election district of Anne Arundel County and described as Lot No. 94A as shown on a Plat of Magothy Beach at and for the sum of Six Hundred Dollars and do hereby agree to comply with the terms of sale.

Virginia D. Youst

Purchaser

By G L Johnson agent

LIBER 86 PAGE 364 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. 10,815 Equity

In The Matter Of The Mortgaged Real Estate Of JOHN F. GARNER And MARTHA E. GARNER.

Ordered, this 3rd day of November, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Philip Beigel, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th dya of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of December next.

The report states that the amount of sales to be $600.00, subject to a prior Mortgage in the amount of $6,075.19, and $200.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-25

CERTIFICATE OF PUBLICATION

Annapolis, Md., Nov 30, 1953

We hereby certify, that the annexed

Order Nisi

Eq. 10,815

John F. Garner

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 December, 1953. The first insertion being made the 4th day of November, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed Dec. 1st 1953

No. E. C. .....

13 12-1

LIBER 80 PAGE 365

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~Wife~~
John F. Garner
and
Martha E. Garner, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,815 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.

January 13, 1954

All of which is respectfully submitted.

Laura V. Fickling
Auditor

14

Filed 18 Jan., 1954

Dr. In the Matter of the Mortgaged Real Estate of John F. Garner and Martha E. Garner, his wife — in ac.

To Attorney for Fee, viz:	300	00		
To Attorney for Commissions, viz:	49	30	349	30
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	65	00		
Capital-Gazette Press - Handbills	11	08		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	24	00		
George W. Scible - auctioneer's fee (Lot 94A)	25	00		
George W. Scible - auctioneer's fee (Lots 5524 and 5525)	10	00		
One-half Federal and State documentary stamps (Lot 94A)	4	13		
One-half Federal and State documentary stamps (Lots 5524 and 5525)		55		
Doris E. Monnett - notary fees	1	00	154	76
To Attorney for Benefit Charges, viz: 1953 water and sewer benefit charges ($5.10 adjusted to 10/29/53)	4	25	4	25
To Virginia D. Youse, mortgagee - this balance on account mortgage claim	269	16	269	16
			815	22
Amount of mortgage claim filed	3,193	00		
Cr. Amount allowed as above	269	16		
Balance subject to decree in personam	2,923	84		

14

with Philip Beigel, Attorney named in Mortgage Cr.

1953				
Oct.	29	Proceeds sale of Lot 94A (subject to prior mortgage in the principal sum of $6,075.19)	600 00	
		Interest on deferred payment	4 32	
		Proceeds sale of Lots 5524 and 5525	200 00	
		Interest from 10/29/53 to 12/21/53	1 75	806 07
		Refund 1953 State and County taxes- 2 months and two days	9 15	9 15
				815 22

LIBER 85 PAGE 308

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

John F. Garner

and

Martha E. Garner, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,815 Equity.

ORDERED, This 18 day of January, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of February next.

Filed 18 Jan., 1954 John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th day of February, 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 ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 25 Feb., 1954.

17

LIBER 86 PAGE 369 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. 10,815 Equity

In The Matter Of The Mortgaged Real Estate Of JOHN F. GARNER And MARTHA E. GARNER, His Wife.

Ordered, this 18th day of January, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

f-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 19, 1954

We hereby certify, that the annexed

Order Nisi

Aud. Acct. 10,815

John F. Garner

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 20th day of February, 1954. The first insertion being made the 19th day of ~~Febr~~ January, 1954

THE CAPITAL-GAZETTE PRESS, ~~INC.~~

No. E. C. .....

By Hugh P. Tilghman

16

Filed 24 Feb., 1954

ALEXANDER HOLLAND, Jr., and MINNIE HOLLAND, his wife, Assignees of A. HOLLAND, Complainants Vs: JAMES H. BILLINGSLEY and EDITH MAY BILLINGSLEY, his wife, former owners of Lots herein described in the Third Election District, and EDITH GROSS, former owner of Lot in the Second Election District (now Sixth Election District), and all persons having or claiming to have any interest in said lots, or any of them, Respondents	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY NO. 10,859

****

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Complainants, by Linwood L. Clark, their attorney, respectfully say:

1. (a) That on the 14th day of October, 1952, the Treasurer and Collector of taxes for Anne Arundel County, sold Lot No. 2, containing 1.51 acres of land, situated at Annapolis Neck, then in the Second Election District of Anne Arundel County, but now in the Sixth Election District, to A. Holland, assessed to Edith Gross in fee simple.

2. (a) That on the same date, October 14, 1952, a Certificate of Tax Sale was issued by Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County, to A. Holland; that said Certificate of Tax Sale was later assigned by A. Holland to Alexander Holland, Jr. and Minnie Holland, his wife, the said certificate being filed herewith as Complainants' Exhibit "A", and prayed to be taken as part hereof.

3. (a) That according to the land, equity, and register of wills records in Anne Arundel County, the fee simple title of the land described herein is vested in Edith Gross.

4. (a) That said property has not been redeemed by any party in interest, although more than a year and a day from date of sale have expired.

Filed 13 Nov, 1953.

And your complainants further say:

1. (b) That on the 14th day of October, 1952, the Treasurer and Collector of Taxes for Anne Arundel County, sold the following properties to A. Holland, assessed to James H. (Herndon) Billingsley and Edith (May) Billingsley, his wife, in fee simple:

Lot 1.638 acres,

Part of Lot No. 2, approximately .519 acre, and

One lot or 1 acre,

All in the Third Election District of Anne Arundel County.

2. (b) That on the same date, October 14, 1952, a Certificate of Tax Sale covering said land was issued by Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County, to A. Holland; that said Certificate of Tax Sale was later assigned by A. Holland to Alexander Holland, Jr. and Minnie Holland, his wife, the said certificate being filed herewith, as Complainants' Exhibit "B", and prayed to be taken as part hereof.

3. (b) That according to the land, equity, and register of wills records in Anne Arundel County, the fee simple title of the land described herein is vested in James H. (Herndon) Billingsley and Edith (May) Billingsley, his wife.

4. (b) That said property has not been redeemed by any party in interest, although more than a year and a day from date of sale have expired.

WHEREFORE, the Complainants pray:

(a) For process directed to the above named Respondents, James H. (Herndon) Billingsley and Edith (May) Billingsley, his wife, and Edith Gross, whose addresses or present location are unknown by the Complainants, although all reasonable effort has been made by them to locate said Respondents.

(b) For an Order of Publication directed to said Respondents, their heirs and assigns, and all parties in interest in said property.

(c) For a final decree foreclosing all rights of redemption of the Respondents in and to the property described herein.

To redeem the said property it would be necessary for the Respondents to pay the sum of the selling price to the County Treasurer, with interest, and all taxes and penalties since 1952, which will be furnished to each of the said Respondents upon request.

And as in duty bound, etc.

Linwood L. Clark,
Solicitor for Complainants

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

I HEREBY CERTIFY that on this 12th day of November, 1953, before me, the Subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared ALEXANDER HOLLAND, Jr., and MINNIE HOLLAND, his wife, and each made oath in due form of law that the matters and facts set forth in the above Bill of Complaint are true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial Seal:

Notary Public

Complainar ' Exhibit "A" - Equity No 10,859

1782 **CERTIFICATE OF TAX SALE** LIBER 86 PAGE 373

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 14th 1952, I sold to A Holland Annapolis at public auction for the sum of 35 Dollars and 00 Cents, of which 26.38 Dollars has been paid as a deposit on the property in 2 District described as Lot 2 - 1.51 Ac situated at Annapolis Neck 2 district A.A. Co. Back Creek - Ohtonia Rd

and assessed to Edith [illegible]

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 15th 1953, 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 14th day of Oct 1952

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1952, 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

(See other side for assignment)

4 Filed 13 Nov, 1953

For value received, I hereby assign the within Certificate of Tax Sale to Alexander Holland, Jr. and Minnie Holland, his wife, this day of November, 1953.

As witness my hand and seal:

A. Holland (SEAL)

Witness: Dorothy W. Garris

A. Holland

1781

Complai ıts' Exhibit "B" - Equity ... 10,859

CERTIFICATE OF TAX SALE

LIBER 86 PAGE 375

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 14th 1952, I sold to A. Holland Annapolis at public auction for the sum of 70 Dollars and 00 Cents, of which 38.47 Dollars has been paid as a deposit on the property in 3 Dist described as Lot 1.638 Acres & 1 lot or 1 acre & pt of lot 2 [illegible] .519 all situated at Arnold

and assessed to James H & Edith Ballingsley

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 15th 1953, 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 14th day of Oct 1952

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1952, 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

(see other side for assignment)

Filed 13 Nov. 1953

6

For value received, I hereby assign the within Certificate of Tax Sale to Alexander Holland, Jr., and Minnie Holland, his wife, this day of November, 1953.

As witness my hand and seal:

A. Holland (SEAL)
A. Holland

Witness: Beverley M. Cronin

LIBER 86 PAGE 377

Linwood L. Clark,
Attorney at Law,
Maryland Hotel ,
Annapolis, Maryland.

ALEXANDER HOLLAND, Jr., and MINNIE HOLLAND, his wife, Assignees of A. HOLLAND, Complainants	*	IN THE CIRCUIT COURT
	*	FOR
Vs:	*	ANNE ARUNDEL COUNTY
JAMES H. BILLINGSLEY and EDITH MAY BILLINGSLEY, his wife, former owners of Lots herein described in the Third Election District, and EDITH GROSS, former owner of Lot in the Second Election District (now Sixth Election District), and all persons having or claiming to have any interest in said lots, or any of them, Respondents	*	IN EQUITY NO. 10859
	*	
	*	
	*	
	*	
	*	
	*	

****

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties in the Second and Third Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the Complainants in this proceeding:

Sold to the said A. Holland, on October 14, 1952, for the sum of Thirty-Five Dollars ($35.00) of which $26.38 has been paid as deposit on the property in the Second Election District of Anne Arundel County (now the Sixth Election District) described as Lot No. 2, consisting of 1.51 acres of land, situated at Annapolis Neck, Second Election District (now Sixth Election District) of Anne Arundel County and assessed to Edith Gross.

Also, sold to the said A. Holland, on October 14, 1952, for the sum of Seventy Dollars ($70.00) of which $38.47 has been paid as desposit on the property in the Third Election District of Anne Arundel County, described as one lot consisting of 1.638 acres, and one lot consisting of one acre, and part of Lot No. 2 consisting of .519 acre, all situated at Arnold, Anne Arundel County, Maryland, and assessed to James H. and Edith Billingsley, his wife.

Filed 13 Nov., 1953.

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The Bill states among other things that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale have expired.

To redeem the said properties it would be necessary for the Respondents, James H. Billingsley and Edith Billingsley, his wife, to pay the sum of $38.47, the selling price, to the County Treasurer, with interest and all taxes and penalties since 1952; and it would be necessary for the Respondent, Edith Gross, to pay the sum of $26.38, the selling price, to the County Treasurer, with interest and all taxes and penalties since 1952.

It is thereupon, this 13 day of November, 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks and warn all persons interested in said properties to be and appear in this Court by the 20 day of January, 1954, and redeem the properties and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainants a title free and clear of all encumbrances.

John A. Hopkins, 3rd, Clerk

~~Judge~~

LIBER 86 PAGE 379 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7, 1954

We hereby certify, that the annexed

Order Publication - No. 10859

Alexander Holland, Jr.

was published in

Maryland Gazette

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THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 27 Jan., 1954

LINWOOD CLARK,
Attorney at Law,
Maryland Hotel,
Annapolis, Maryland.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN EQUITY NO. 10,859

ALEXANDER HOLLAND, JR., And MINNIE HOLLAND, His Wife, Assignees Of A. HOLLAND, Complaints

Vs.

JAMES H. BILLINGSLEY And EDITH MAY BILLINGSLEY, His Wife, former owners of Lots herein described in the Third Election District, and EDITH GROSS, former owner of Lot in the Second Election District (now Sixth Election District), and all persons having or claiming to have any interest in said lots, or any of them, Respondents.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties in the Second and Third Election Districts of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the Complainants in this proceeding:

Sold to the said A. Holland, on October 14, 1952, for the sum of Thirty-Five Dollars ($35.00) of which $26.38 has been paid as deposit on the property in the Second Election District of Anne Arundel County (now the Sixth Election District) described as Lot No. 2, consisting of 1.51 acres of land, situated at Annapolis Neck, Second Election District (now Sixth Election District) of Anne Arundel County and assessed to Edith Gross.

Also, sold to the said A. Holland, on October 14, 1952, for the sum of Seventy Dollars ($70.00) of which $38.47 has been paid as deposit on the property in the Third Election District of Anne Arundel County, described as one lot consisting of 1.638 acres, and one lot consisting of one acre, and part of Lot No. 2 consisting of .519 acre, all situated at Arnold, Anne Arundel County, Maryland, and assessed to James H. and Edith Billingsley, his wife.

The Bill states among other things that the amounts necessary for redemption have not been paid although more than a year and a day from the date of sale have expired.

To redeem the said properties it would be necessary for the Respondents, James H. Billingsley and Edith Billingsley, his wife, to pay the sum of $38.47, the selling price, to the County Treasurer, with interest and all taxes and penalties since 1952; and it would be necessary for the Respondent, Edith Gross, to pay the sum of $26.38, the selling price, to the County Treasurer, with interest and all taxes and penalties since 1952.

It is thereupon, this 18th day of November, 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, That notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks and warn all persons interested in said properties to be and appear in this Court by the 20th day of January, 1954, and redeem the properties and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainants 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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ALEXANDER HOLLAND, Jr., and MINNIE HOLLAND, his wife, Assignees of A. HOLLAND, Complainants	*	IN THE CIRCUIT COURT
Vs:	*	FOR
JAMES H. BILLINGSLEY and EDITH MAY BILLINGSLEY, his wife, former owners of Lots herein described in the Third Election District, and EDITH GROSS, former owner of Lot in the Second Election District (now Sixth Election District), and all persons having or claiming to have any interest in said lots, or any of them, Respondents	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 10,859.

****

AFFIDAVIT OF SEARCH

The complainants, after the purchase of the three (3) tracts of land described as one lot consisting of 1.658 acres, one lot consisting of one acre, and part of Lot No. 2 consisting of .519 acre, all situated at Arnold, Anne Arundel County, State of Maryland, and assessed to James H. Billingsley and Edith May Billingsley, his wife, caused the titles to said tracts to be searched, according to the requirements of Article 81, Section 105, of the Code of 1951; that their attorney, Linwood L. Clark, experienced in the examination of titles to real estate, did search the Land Records, Equity Court records, and Register of Wills records of Anne Arundel County, which examination disclosed that the record titles of said lots were sold on the 14th day of October, 1952, for taxes in default, as shown by the Tax Sale Certificates herein filed, and were purchased by the complainants at said sale; that said properties were then assessed to James H. Billingsley and Edith May Billingsley, his wife, and further search indicated that at that time, the titles were good and valid; and that more than a year and a day from the date of said sale had expired when the complainants filed the bill to foreclose the said Tax Sale Certificates, and prayed for an order of publication, warning all parties interested in said properties to be and appear

Filed 27 Jan., 1954.

in this Court by the 20th day of January, 1954, and redeem said properties if they so desired; that said publication was had, and no redemption has been made or claimed; that said attorney has made every reasonable effort to locate and inform the said James H. Billingsley and Edith May Billingsley, his wife, of this proceeding; that he has made inquiry of old residents in the section of Anne Arundel County where the said properties are located, and has obtained the assistance of the Rural Mail Carriers in the area from Annapolis to Glen Burnie with a view of locating said persons, and that said efforts have been unsuccessful.

Linwood L. Clark,
Attorney for Complainants

SUBSCRIBED AND SWORN to by Linwood L. Clark, before me, a Notary Public of the State of Maryland, in and for Anne Arundel County, this 27 day of January, 1954.

Noah G. Hellman
Notary Public

NOAH A. HILLMAN NOTARY PUBLIC ANNAPOLIS, MARYLAND

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ALEXANDER HOLLAND, Jr., and MINNIE HOLLAND, his wife, Assignees of A. HOLLAND, Complainants	*	IN THE CIRCUIT COURT
	*	
	*	FOR
Vs:	*	ANNE ARUNDEL COUNTY
JAMES H. BILLINGSLEY and EDITH MAY BILLINGSLEY, his wife, former owners of Lots herein described in the Third Election District of Anne Arundel County, and EDITH GROSS, former owner of Lot in the Second Election District (now Sixth Election District), and all persons having or claiming to have any interest in said lots, or any of them, Respondents	*	EQUITY NO. 10,859.
	*	
	*	
	*	
	*	
	*	

****

DECREE PRO CONFESSO

The defendants, JAMES H. BILLINGSLEY and EDITH MAY BILLINGSLEY, his wife, having been duly notified by an Order of Publication to appear to the Bill of Complaint filed herein, and having failed to appear thereto, according to the exigency of said Order of Publication;

IT IS THEREUPON, this 28th day of January, 1954, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED, and DECREED that the complainants are entitled to relief in the premises and that the Bill of Complaint be and the same is hereby taken Pro Confesso against the said defendants, JAMES H. BILLINGSLEY AND EDITH MAY BILLINGSLEY, his wife.

James Clerk

Judge

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Filed 28 Jan., 1954.

ALEXANDER HOLLAND, Jr., and MINNIE HOLLAND, his wife, Assignees of A. HOLLAND, Complainants	*	IN THE CIRCUIT COURT
	*	FOR
Vs:	*	ANNE ARUNDEL COUNTY
JAMES H. BILLINGSLEY and EDITH MAY BILLINGSLEY, his wife, et al., Respondents	*	IN EQUITY NO. 10,859.

****

SUBMISSION FOR FINAL DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, by Linwood L. Clark, their attorney, respectfully submit the above entitled case for final decree, thirty (30) days having elapsed since the Decree Pro Confesso was signed, during which time nothing has been heard from the said Respondents, or any parties in interest.

Linwood L. Clark,
Attorney for Complainants

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Filed 2 Mar., 1954.

ALEXANDER HOLLAND, Jr., and MINNIE HOLLAND, his wife, ASSIGNEES OF A. HOLLAND, Complainants	*	IN THE CIRCUIT COURT
	*	FOR
Vs.	*	ANNE ARUNDEL COUNTY
JAMES H. BILLINGSLEY and EDITH MAY BILLINGSLEY, his wife, et al., Respondents	*	IN EQUITY NO. 10,859
	*	
	*	

*****

FINAL DECREE

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Section 69 to 113, of Article 81 of the 1951 Annotated Code of Maryland;

It is, thereupon, this 3d day of March, 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all the rights of redemption of the Defendants, JAMES H. BILLINGSLEY and EDITH MAY BILLINGSLEY, his wife, or of anyone claiming by, from or under them, or any of them, property or properties described in this proceedings as having been sold by the Treasurer of Anne Arundel County on the 14th day of October, 1952, to A. Holland, and later assigned by A. Holland to Alexander Holland, Jr. and Minnie Holland, his wife, 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 properties, free and clear of all alienations and descents occuring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and public assessments to which the same are subject) are hereby vested in the plaintiffs, Alexander Holland, Jr. and Minnie Holland, his wife.

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Filed 3 Mar., 1954

3. That, upon the payment to him of the balance, if any, due on the purchase price of the said properties, together with all taxes, interest and penalties thereon accruing subsequent to the date of said sale, the Treasurer of Anne Arundel County shall execute a Deed conveying said properties to said Plaintiffs.

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

Benjamin Michaelson
Judge

LIBER 66 PAGE 386

IN THE MATTER OF	:	NO. 10,855 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF C. EUGENE MOUNTS	:	ANNE ARUNDEL COUNTY

:::::::

Mr. Clerk:

Please record the assignment attached to the original mortgage, docket this suit, and file the original mortgage and statement of mortgage debt.

Albert J. Goodman

Albert J. Goodman, Assignee
156 South Street
Annapolis, Maryland

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 5 Nov., 1953.

LIBER 86 PAGE 387

MORTGAGE FEE—COUNTY—34.

BOOK 657 PAGE 164

No. 10,855 Equity

This Mortgage, Made this 29th day November

in the year nineteen hundred and fifty-one, by and between

C. Eugene Mounts, unmarried,

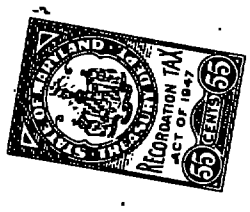
Mortgagor of Anne Arundel County in the State of Maryland, of the first part,

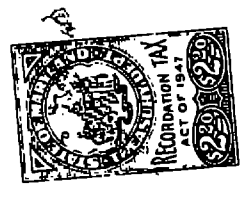
and Gustav Wedeman and Helen Wedeman, his wife,

Mortgagees, of the second part.

WHEREAS, said mortgagor stands justly indebted unto the said mortgagees in the full and just sum of Twenty-five Hundred Dollars, this day loaned by the latter to the former, to be secured by mortgage on the hereinafter described property. AND WHEREAS said mortgagor has agreed to repay said principal sum within five years from date hereof, together with interest at the rate of six per cent per annum, payable semi-annually.

AND WHEREAS it was a condition precedent to the granting of said loan that it and the interest to accrue thereon should be secured by a good and effectual mortgage on the hereinafter described property, therefore, these presence are executed.





NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor

does grant and convey unto the said Mortgagees, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in Anne Arundel County, aforesaid, and described as follows: Being known and designated as lots Nos. ninety-five (95) and ninety-six (96) on a Plat of Greenland Beach, which said Plat is duly recorded among the Plat Records of Anne Arundel County in Liber W.N.W., No. 2, folio 1.

Being the same lots of ground, which by deed dated August 2, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M., No. 169, folio 158, were granted and conveyed by Edward R. Thomas and wife unto the said C. Eugene Mounts.

Filed 5 Nov., 1953.

Subject to the easement contained in the deed from Edward R. Thomas and wife to Henry C. Buchwald and wife recorded among the Land Records of Anne Arundel County in Liber W.H.B., No. 130, folio 257.

IT IS FURTHER AGREED, that in case the mortgagor ceases to own, sell, transfer, or dispose of the within described property, without first obtaining the assent in writing of the mortgagees, then the unpaid balance shall immediately become due, and in default of payment this mortgage may be foreclosed.

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 s of ground and premises unto and to the proper use and benefit of the said Gustav Wedeman and Helen Wedeman, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, forever.

PROVIDED, that if the said mortgagor

his heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Twenty-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 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 mortgagor for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said mortgagees, their personal representatives or assigns, or their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel county, and such other notice as by the said Mortgagees, their personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee personal representatives and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said 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, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, does hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said mortgagor for himself, his personal representatives and assigns, do es further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee s, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-five Hunured - - - 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 s, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee s, their personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor.

TEST:

Rosalie E. Doing

C. Eugene Mounts (SEAL)

(SEAL)

(SEAL)

(SEAL)

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LIBER 86 PAGE 390

BOOK 657 PAGE 167

STATE OF MARYLAND, Anne Arundel COUNTY, TO WIT:

I Hereby Certify, that on this 29th day of November in the year nineteen hundred and fifty-one before me, a Notary Public of the State of Maryland, in and for the County ~~aforesaid~~ of Baltimore personally appeared C. Eugene Mounts, unmarried, the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Gustav Wedeman and Helen Wedeman, his wife, mortgagees, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Rosalie E. Doing
Rosalie E. Doing Notary Public

Recorded- 1st December, 1951, at 9:30 A.M.

Assmt. Received for Record 5 Day of Nov. 1953, at 9:30 A.M. and the same day recorded in Liber J.H.H. No. 657 Fol. 167, Land Records of Anne Arundel County. John H. Hopkins Jr. Clerk Pd. 75¢

MORTGAGE

FROM

C. Eugene Mounts

TO

Gustav Wedeman and

Helen Wedeman, his wife,

BLOCK NO.

Received for Record Dec 1, 1951, at 9-30 o'clock A M. Same day recorded in Liber J.H.H. No. 657 Folio 164 &c., one of the Land Records of A.A. Co. examined per J. Hopkins Jr. Clerk.

Cost of Record, $

Charles H. Doing,
Attorney at Law,
Relay 27, Maryland.

The Daily Record Company, Baltimore, Md.

Baltimore, Maryland
October 26, 1953

WE HEREBY ASSIGN the within Mortgage to Albert J. Goodman, for the purpose of foreclosure only.

Gustav Wedeman (SEAL)
Gustav Wedeman

Test:
Preston A. Pairo

Helen Wedeman (SEAL)
Helen Wedeman

LIBER 96 PAGE 392

IN THE MATTER OF	:	NO. 10,855 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF C. EUGENE MOUNTS	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of Gustav Wedeman and Helen Wedeman, his wife, under the mortgage from C. Eugene Mounts dated November 29, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 657, folio 164:

Principal debt as of May 1, 1952	2,500.00
Interest May 1, 1952, to December 8, 1953	240.38
	2,740.38

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th day of November, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared GUSTAV WEDEMAN and HELEN WEDEMAN, his wife, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

PRESTON A. PAINO NOTARY PUBLIC BALTIMORE, MD.

Preston A. Paino
Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 5 Nov, 1953.

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Maryland Form Bond—
Sale of Real Estate

LIBER 86 PAGE 392

IN THE MATTER OF THE SALE
OF THE MORTGAGED REAL ESTATE
OF C. EUGENE MOUNTS

NO. 10,833 EQUITY
IN THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY

Glens Falls

INDEMNITY COMPANY.— GLENS FALLS, NEW YORK

Know All Men by these Presents:

THAT WE, Albert J. Goodman, Assignee,

us Principal, and GLENS FALLS INDEMNITY COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Five Hundred ($3,500.00) Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 6th day of November, nineteen hundred and fifty-three.

Whereas, by virtue of a power of sale contained in a mortgage from C. Eugene Mounts to Gustav Wedeman and Helen Wedeman, his wife, bearing date on or about the 29th day of November nineteen hundred and fifty-one, the said ~~Albert J. Goodman, Assignee~~ attorney for mortgagees 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 Gustav Wedeman and Helen Wedeman, his wife, by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure, and the said Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Albert J. Goodman, Assignee,

do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

WITNESS:

Grace R. Hartge as to Albert J. Goodman (SEAL)
Grace R. Hartge Albert J. Goodman

(SEAL)

GLENS FALLS INDEMNITY COMPANY

Dorothy Geipe as to L. E. King, Attorney
Dorothy Geipe

FORM 8182—A—8-36

Filed 9 Nov, 1953 approved this 9 Nov, 1953 John H. Hopkins, 3rd, Clk

NO. 10,855 EQUITY

OFFICE OF

LIBER 86 PAGE 393

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 27 1953

We hereby certify, that the annexed

Assignee's Sale

C. Eugene Mounts.

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 December 1953. The first insertion being made the 12th day of November 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed November 30 1953

ALBERT J. GOODMAN
156 South Street,
Annapolis, Maryland.

ASSIGNEE'S SALE OF VALUABLE, IMPROVED, WATERFRONT REAL ESTATE LOCATED AT GREENLAND BEACH, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

Under and by virtue of the power of sale contained in a mortgage from C. Eugene Mounts dated November 20, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 657, folio 164, and assigned to the undersigned for the purpose of foreclosure, default having occurred thereunder, said assignee will offer for sale at public auction on the premises, known as No. 110 Greenland Road, Greenland Beach, Pasadena P. O., Maryland, on

TUESDAY, DECEMBER 8, 1953, AT 11 O'CLOCK, A. M.

All those lots or parcels of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows:

Being known and designated as Lots Nos. 95 and 96 on a plat of Greenland Beach, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. No. 2, folio 1, now recorded in Cabinet 1, Rod E, Plat 1.

BEING the same property which was conveyed to the said C. Eugene Mounts by Edward R. Thomas and wife by deed dated August 2, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 169, folio 158.

This property is improved by a one-story, frame bungalow containing five rooms, kitchen and bath, with front and rear porches, with modern conveniences, heated by circulating oil heater; a frame garage; a frame, chickenhouse-type building; all in fair condition.

TERMS OF SALE: A deposit of 10% of the purchase price will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN,
Assignee,
156 South Street,
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

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LIBER 80 PAGE 394

Filed Dec. 8th 1953

IN THE MATTER OF	:	NO. 10,855 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF C. EUGENE MOUNTS	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER
AND CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Albert J. Goodman, Assignee, the property described in the advertisement attached hereto for the sum of Four thousand seventy five and 00/100 DOLLARS ($4075.00); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (our) hand(s) and seal(s) this 8th day of December, 1953.

WITNESS:

Albert J. Goodman as to Andrew George Burmeister (SEAL)

Albert J. Goodman as to Catherine Barbara Burmeister (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Assignee, the property described in the advertisement attached hereto to Andrew George Burmeister and Catherine Barbara Burmeister, his wife, at and for the sum of Four thousand seventy five and 00/100 DOLLARS ($4075.00), he (they) being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 8th day of December, 1953.

WITNESS:

Albert J. Goodman

George W. Scible (SEAL)
George W. Scible, Auctioneer

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 86 PAGE 395

IN THE MATTER OF	:	NO. 10,855 EQUITY
THE SALE OF		IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE	:	FOR
OF C. EUGENE MOUNTS	:	ANNE ARUNDEL COUNTY

:::::::

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, assignee of the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person on the premises, known as No. 110 Greenland Road, Greenland Beach, Pasadena P. O., Maryland, on Tuesday, December 8, 1953, at 11 a.m., and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said mortgage, to wit:

> All those lots or parcels of ground situate and lying in the Third Election District of Anne Arundel County, Maryland, and described as follows:
>
> Being known and designated as Lots Nos. 95 and 96 on a plat of Greenland Beach, which said plat is duly recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 2, folio 1, now recorded in Cabinet 1, Rod E, Plat 1.
>
> Being the same property which was conveyed to the said C. Eugene Mounts by Edward R. Thomas and wife by deed dated August 2, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 169, folio 158.

Said property being sold to Andrew George Burmeister and Catherine Barbara Burmeister, his wife, at and for the sum of Four Thousand Seventy-five- - - - - - - - - - - -DOLLARS ($ 4,075.00), they being at that

Filed Dec. 8 " 1953

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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price then and there the highest bidders therefor.

The said purchasers have agreed to comply with the terms of sale.

The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman, Assignee
156 South Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 86 PAGE 397

ORDER NISI

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
~~XXXXXX~~
C. EUGENE MOUNTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10, 855 Equity

Ordered, this 8th day of DECEMBER, 19 53, That the sale of the Property in these proceedings mentioned made and reported by ALBERT J. GOODMAN, Assignee ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 4,075.00

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order) Filed 8 Dec, 1953.

IN THE MATTER OF THE SALE OF
THE MORTGAGED REAL ESTATE OF
~~XXXXXX~~
C. EUGENE MOUNTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18 day of January, 1954, 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.

Filed 18 Jan., 1954.

LIBER 86 PAGE 398 OFFICE OF

NO. 10,85 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

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 - Sale - Eq. 10855

C. Eugene Mounts

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of January, 1954. The first insertion being made the 17th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 18 Jan., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,855 Equity
IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF C. EUGENE MOUNTS

Ordered, this 8th day of DECEMBER, 1953, That the sale of the Property in these proceedings mentioned made and reported by ALBERT J. GOODMAN, Assignee BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of JANUARY next.

The report states that the amount of sales to be $4,075.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

1-7

No. M. G. 11903

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LIBER 80 PAGE 399

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

IN THE MATTER OF ~~Plaintiff~~ THE SALE OF ~~xx~~ THE MORTGAGED REAL ESTATE OF C. EUGENE MOUNTS ~~Defendant~~	NO. 10,855 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

STATE OF MARYLAND, Baltimore City ~~County~~, Sct:

I, PRESTON A. PAIRO, being duly sworn, do depose and say:

(1) That I am a resident of the city of Baltimore, in the State of Maryland.

(2) That on behalf of the ~~Plaintiff~~ assignee in the above-entitled case, I made an investigation for the purpose of determining whether C. Eugene Mounts, the mortgagor ~~the Defendant~~ in said case, ~~(herein referred to as said Defendant)~~ is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said ~~Defendant~~ mortgagor is about 65 years of age, is not married, has no child, lives with Wayne Convalescent Home at 98 Smithwood Avenue, Catonsville, Maryland is employed by unemployed at and has been so employed for about

(4) That said ~~Defendant~~ mortgagor is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within six months* ~~days~~ prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 21st day of January, 1954.

Preston A. Pairo *Affiant.*

Frances Hepburn *Notary Public.*

Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

Filed 22 Jan., 1954

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LIBER 86 PAGE 400

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~XXX~~

C. Eugene Mounts

In the

Circuit Court

For

Anne Arundel County

No. 10,855 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.

January 26, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

15

Filed 27 Jan., 1954

Dr. In the Matter of the Sale of the Mortgaged Real Estate of C. Eugene Mounts in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	153	00	203	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	28	14		
Capital-Gazette Press - handbills	10	20		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	13	20		
Glens Falls Indemnity Co. - bond premium	14	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Grace R. Hartge - notary fee		50	110	74
To Attorney for Taxes, viz:				
1953 State and County taxes ($46.49-adj)	43	43	43	43
To Gustav Wederman and Helen Wederman, his wife, mortgagees - in full for mortgage claim	2,740	38	2,740	38
To C. Eugene Mounts, mortgagor - this balance	964	76	964	76
			4,100	06

with Albert J. Goodman, Assignee Cr.

1953							
Dec.	8	Proceeds of Sale		4,075	00		
		Interest on deferred payment ($3,667.50) to 1/18/54		25	06	4,100	06
						4,100	06

ORDER NISI

In the Matter of the Sale

of the

~~VERSUS~~

Mortgaged Real Estate

of

C. Eugene Mounts

LIBER 86 PAGE 403

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,855 Equity.

ORDERED, This 27 day of January, 19 54, 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 March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of March next.

Filed 27 Jan., 1954. John F. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of March, 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.

Eugene Nicholson

Judge

Filed 9 Mar., 1954

IN THE MATTER OF

THE SALE OF

THE MORTGAGED REAL ESTATE

OF C. EUGENE MOUNTS

LIBER 86 PAGE 404 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

NO. 10,855 EQUITY

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,855 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of C. EUGENE MOUNTS

Ordered, this 27th day of January, 1954, 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 March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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No. M. G. 186

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CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10855

C. Eugene Mounts

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 March, 1954. The first insertion being made the 4th day of February, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Mabel Tate

Filed 5 Mar., 1954

LIBER 86 PAGE 405

ELEANORA FEIN, individually, and as mother and next friend of Ethel Mae Fein Moyer, COMPLAINANT	:	NO. 10,774 EQUITY
vs.	:	IN THE
ETHEL MAE FEIN MOYER, an infant RESPONDENT	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed 21 July 1953.

BILL OF COMPLAINT FOR PARTITION

To the Honorable, the Judges of said Court:

The Bill of Complaint of Eleanora Fein, individually, and as mother and next friend of Ethel Mae Fein Moyer, a minor, by her Solicitors, Childs and Bald, respectfully represents unto your Honors:

1. That by virtue of the Last Will and Testament of Ethel Beard, late of Anne Arundel County, deceased, your Petitioner and the Respondent became co-owners of property located in the Fifth Election District of Anne Arundel County, known as Lot No. 5, Block No. 9, as shown on Amended Plat #1 of Glen Burnie, which property was conveyed unto said Ethel Beard, widow, by Mary Frances Elrick and husband, by deed dated September 14, 1946, recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 379, folio 344. A certified copy of said Will is attached hereto marked "Complainant's Exhibit A".

2. That the said property, consisting of one lot improved by frame bungalow and garage, is incapable of partition in kind between the parties hereto, without loss.

3. That this being the case, on the 15th day of July, 1953, your Petitioner entered into a contract of sale, copy of which is attached hereto marked "Complainant's Exhibit B", with Russell G. Bennett and Anna Mae Bennett, his wife, for the sale and purchase of said property, at and for the sum of ten thousand dollars ($10,000.00) cash, less broker's commission, and your Petitioner believes said purchase price to be a reasonable one for said property, in view of the fact that it was appraised for the Orphans Court of

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Anne Arundel County, in 1950, by the County appraisers, for the sum of six thousand dollars ($6,000.00).

4. That the Respondent, Ethel Mae Fein Moyer, is 20 years of age, is married, and her husband being in the United States Navy, it is likely to be necessary for her to follow him to various stations outside this State, or the United States, so that both the Respondent and your Petitioner are desirous that the property be sold and the proceeds divided between them.

TO THE END, THEREFORE,

(a) That the property, the subject of this cause, may be sold pursuant to the terms of the said contract of sale, and the proceeds divided between the parties hereto.

(b) And for such other and further relief as your Petitioner's cause may require.

Respectfully submitted.

CHILDS AND BALD

Eugene M. Childs

By Eugene M. Childs
SOLICITORS FOR COMPLAINANT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 15th day of July, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ELEANORA FEIN and made oath in due form of law that the matters and things set forth in the aforegoing Bill of Complaint are true, as therein stated, to the best of her knowledge and belief.

As witness my hand and seal Notarial.

Eugene M. Childs

Eugene M. Childs Notary Public

EUGENE M. CHILDS NOTARY PUBLIC ANNE ARUNDEL CO. MD.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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LIBER 86 PAGE 407

LAST WILL AND TESTAMENT

OF

ETHEL BEARD

- - - - -

I, ETHEL BEARD, of Glen Burnie, in the State of Maryland, being of sound and disposing mind, memory and understanding do hereby make, publish and declare this as and for my Last Will and Testament, hereby revoking all Wills by me heretofore made.

After the payment of my just debts, and funeral expenses, I give, devise and bequeath as follows:

FIRST: I give, devise and bequeath my PONTIAC AUTOMOBILE, to my daughter, ELEANORA FEIN, absolutely.

SECOND: I have made no provision for my daughter ALICE V. BITTENBENDER, because I believe her to be sufficiently provided for, without deriving anything from my estate.

THIRD: All the rest, residue and remainder of my estate, real and personal, of every character and description, and wheresoever situate, of which I shall die seized or possessed, or which I shall in any manner be entitled to dispose of by Last Will and Testament, I give, devise and bequeath unto my daughter, ELEANORA FEIN, and my grandchild, ETHEL MAE FEIN, in equal shares, share and share alike, absolutely.

FOURTH: I do hereby constitute my attorney, Harold J. Kaufman, the Executor of this Will without bond. I do hereby authorize and empower said Executor to sell, assign, transfer, convey, invest, reinvest, exchange, divide and otherwise deal with and manage my said estate as he may deem most advantageous thereto in his discretion, and to do said acts without the necessity of prior application to or subsequent ratification by any court in which my estate may be administered or any other court, and without the necessity of any purchaser looking to the application of the purchase money for my said estate and property or any part or portion thereof.

Filed 21 July, 1953
Re-filed 14 Sept, 1953
Ethel Beard

Examiner's Exhibit No. 1
Fein, et. al. v. Moyer
No. 10,774 Eq.
filed 9/10/53

COMPLAINANT'S EXHIBIT A

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Baltimore, Maryland, this 13th day of September, 1950, and I have likewise signed my name on the margin of the preceding page.

(SEAL)

Ethel Beard

The foregoing instrument, consisting of two (2) pages, including the page signed by the witnesses, was on the date thereof,

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

Elizaboth W. Remmers

Harold J. Kaufman

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LIBER 86 PAGE 409

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

Ethel Beard *late of said County deceased*

taken from the original

being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 16th *day of* July *in the year of our Lord, nineteen hundred and fifty* three

R Glenn Prout

Register of Wills for Anne Arundel County

REAL ESTATE CONTRACT OF SALE

This Agreement of Sale made this 15 th day of July nineteen hundred and fifty three, between Elenora Fein Seller

Russell G. Bennett & Anna Mae Bennett, his wife Buyer ~~xSellerxxx~~

, ~~Buyer~~

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in A.A.Co.

108 Greenway Glen Burnie Md., 5th Election District.
1 1/2 story cottage and garage in fee simple situated on lot 50' x 150' I. owner agreew to replace rear gutter and front threshold.

Filed 21 July, 1953.
Re-filed 14 Sept., 1953.

at and for the price of Ten Thoasand and - 00/100 Dollars ($ 10,000.00)

of which One Thousand and - - - - - - - - - - - - - 00/100 Dollars ($ 1,000.00)

have been paid prior to the signing hereof, and the balance to be paid as follows: additional ($1,000.00) one thousand dollars at time of settlement or prior to occupancy whichever shall first occur. Balance secured by a morggage obtained by Elenora Realty Co. Occupancy to be granted buyer within 30 days of acceptance of this contract provided buyer agrees to release property within 30 days of notification and pay $85.00 per month for such occupancy provided settlement does not occur within 90 days from above date.

R.G.B.
A.M.B.

AND upon payment as above provided of the unpaid purchase money, a deed for the property shall be executed at the Buyer's expense by the Seller, which shall convey the property by a good and merchantable title to the Buyer, free of liens and encumbrances except as specified herein; but subject, however, to all applicable restrictions, easements, laws, ordinances, regulations, charges, taxes and assessments, if any.

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

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

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

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

James A. Rongel WITNESS—AS TO SELLER'S SIGNATURE	Elenora Fein Lonfein (SEAL) Robert Charles Moyer SELLER'S SIGNATURE
James A. Rongel WITNESS—AS TO SELLER'S SIGNATURE	Ethel Mae Fein Moyer (SEAL) SELLER'S SIGNATURE
Maven Ampker WITNESS—AS TO BUYER'S SIGNATURE	x Russell G. Bennett (SEAL) BUYER'S SIGNATURE
As to both WITNESS—AS TO BUYER'S SIGNATURE	Anna Mae Bennett (SEAL) BUYER'S SIGNATURE

GLENDALE PRESS, GLEN BURNIE, MD.

Examiner's Exhibit No. 2
Fein, etc. vs Moyer
No. 10,774 Equity
filed 9/10/53 6

641 N. J.

COMPLAINANT'S EXHIBIT B

ELEANORA FEIN, individually and as mother and next friend of Ethel Mae Fein Moyer, Complainant	:	NO. 10,774 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
ETHEL MAE FEIN MOYER, a minor Respondent	:	ANNE ARUNDEL COUNTY

AUTHORITY TO INSTITUTE SUIT

To the Honorable, the Judges of said Court:

The undersigned, Eleanora Fein, hereby authorizes CHILDS AND BALD, her Solicitors, to institute suit for partition, in her behalf, individually, and as mother and next friend of the minor Respondent, Ethel Mae Fein Moyer.

Respectfully submitted.

Eleanora Fein
Eleanora Fein

Witness:

Jenna Ronald

Filed 21 July, 1953.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 86 PAGE 412

ELEANORA FEIN, individually, and as mother and next friend of Ethel Mae Fein Moyer, COMPLAINANT	:	NO. 10,774 EQUITY
vs.	:	IN THE
ETHEL MAE FEIN MOYER, an infant RESPONDENT	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed 13 Aug., 1953

PETITION TO APPOINT GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The Petition of Eleanora Fein, by her Solicitors, Childs and Bald, respectfully represents unto your Honers:

1. That the Respondent, Ethel Mae Fein Moyer, has been duly summonsed, and copy of the Petition left in her hands and in the hands of the person in whose custody she was found.

2. That the Respondent, being an infant, has no legally appointed Guardian.

TO THE END, THEREFORE,

May it please your Honors to pass an Order, in these presents, appointing a Guardian ad litem to appear and answer for the said infant Respondent.

Respectfully submitted.

CHILDS AND BALD

Eugene M. Childs

By Eugene M. Childs

Filed 14 Aug., 1953.

ORDER

Upon the aforegoing Petition, it is ADJUDGED, ORDERED and DECREED, THIS 14th day of ~~July~~ August, 1953, that W. Garnett Larmore be, and he is, hereby appointed Guardian ad litem for the infant Respondent, Ethel Mae Fein Moyer, and he is hereby directed to appear and answer for said Respondent.

Benjamin Michaelson

Benjamin Michaelson JUDGE

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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LIBER 80 PAGE 413

ELEANORA FEIN, individually, and as mother and next friend of Ethel Mae Fein Moyer, COMPLAINANT	:	NO. 10,774 EQUITY
vs.	:	IN THE
ETHEL MAE FEIN MOYER, an infant RESPONDENT	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The Answer of W. Garrett Lawrence, Guardian ad litem for Ethel Mae Fein Moyer, respectfully represents unto your Honors:

That the said Ethel Mae Fein Moyer, being an infant, is incapable of admitting or denying the allegations of the Bill of Complaint filed in this case, and submits her cause to the protection of this Honorable Court.

And, having answered said Bill of Complaint, this Respondent prays to be dismissed, hence, with his costs.

Respectfully submitted.

W. Garrett Lawrence

Guardian ad litem

17 Aug 1953

Filed

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LIBER 86 PAGE 414

ELEANORA FEIN, individually, and as mother and next friend of Ethel Mae Fein Moyer, COMPLAINANT	:	NO. 10,774 EQUITY
vs.	:	IN THE
ETHEL MAE FEIN MOYER, an infant RESPONDENT	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Filed 17 Aug., 1953

PETITION TO TAKE TESTIMONY

To the Honorable, the Judges of said Court:

The Petition of Eleanora Fein, by her Solicitors, Childs and Bald, respectfully represents unto your Honors:

That the Guardian ad litem, of the infant Respondent, has filed his Answer, and the said cause is at issue.

May it please your Honors to pass an Order, in these presents, permitting your Petitioner to take testimony.

Respectfully submitted.

CHILDS AND BALD

Eugene M. Childs

by Eugene M. Childs

Filed 18 Aug., 1953

ORDER

ORDERED, this 18th day of ~~July~~ AUGUST, 1953, upon the aforegoing Petition, that the Petitioner be, and she is, hereby directed to take testimony to support the allegations of her Bill of Complaint, before one of the standing Examiners of this Court.

Benjamin Michaelson

Benjamin Michaelson JUDGE

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

10

ELEANORA FEIN, individually, and as mother and next friend of Ethel Mae Fein Moyer,	:	IN
	:	THE CIRCUIT COURT
COMPLAINANT,	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ETHEL MAE FEIN MOYER, an infant,	:	NO. 10,774 Equity
RESPONDENT.	:	

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

September 10, 1953

Filed 14 Sept., 1953.

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiff.

Mr. W. Garrett Larrimore, Guardian Ad Litem.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

William H. Riley, Jr., pages 2.

Edward N. C. Bradley, pages 3, 4.

Eleanora Fein, pages 4, 5.

Ethel Mae Fein Moyer, page 6.

//

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

(Mr. Childs)

1. State your name and address.

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

2. What is your occupation?

A. Assistant Supervisor of Assessments for Anne Arundel County.

3. How long have you been employed in the Assessment Office?

A. Since 1945.

4. Are you acquainted with the property which is the subject of this partition suit?

A. Yes.

5. In what manner?

A. I appraised it for the Orphans' Court in 1950.

6. Will you describe the property for the Court?

A. It is a small bungalow, frame construction, on Lot 5, Block 9, Glen Burnie; it has a one-car garage; the bungalow has four rooms and bath.

7. Is it your opinion that this property could be divided in kind without loss or injury to the parties to this suit?

A. No, because it is a single dwelling unit, and cannot be divided.

8. Would you say it would be to the benefit and advantage of the minor respondent that a decree be passed authorizing the sale of the property?

A. Yes.

9. Why do you say that?

A. It is my understanding that the purchase price will be $10,000 and I think that this is a very good price for the property.

(Mr. Cunningham)

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

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

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Edward N. C. Bradley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Edward N. C. Bradley, 24 Crain Highway, Glen Burnie, Maryland.

2. What is your occupation?

A. Transfer Clerk for Anne Arundel County.

3. How long have you been in that department?

A. Seven years.

4. Are you acquainted with Lot 5, Block 9 of Glen Burnie, formerly the property of Ethel Beard?

A. Yes.

5. In what way?

A. We looked at it a few years ago and the assessment records and also I am personally acquainted with the property.

6. This is a partition suit which is brought by Mrs. Fein, individually and as mother of Ethel Mae Fein Moyer, who is a minor in these proceedings and the contract of sale for the property is for $10,000, would this sale be to the benefit and advantage of the minor in this suit?

A. I think so; the property is at its peak; I don't think it would go much higher.

7. Could the property be divided in kind without loss or injury to the parties in interest?

A. No it cannot be divided.

8. What does the property consist of?

A. Four rooms and bath, frame and asbestos shingle construction.

9. What was your appraisal in 1950?

A. $6000.

10. Would that be your present appraisal?

A. I would say it would be in that neighborhood; there is a little difference in value since 1950.

11. Would you say $10,000 is a good price for the property?

A. I would say so.

(Mr. Cunningham)

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

Edward N. C. Bradley

Edward N. C. Bradley

Eleanora Fein, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Eleanora Fein, 2903 Seventy-ninth Avenue, Washington, 28, D.C.

2. Are you the complainant in this case?

A. Yes.

3. Who is Ethel Mae Fein Moyer?

A. My daughter.

4. How old is she?

A. Twenty; she will be twenty-one December first.

5. You and your daughter are the property owners of Lot 5, Block 9, Amended Plat of Glen Burnie?

A. Yes.

6. How did you become the owners of this property?

A. Through the death of my mother.

7. You received it by Will?

A. Yes.

8. Will you identify this for the record?

A. It is a copy of the Last Will and Testament of Ethel Beard.

9. Ethel Beard is your mother?

A. Yes.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT OF ETHEL BEARD MARKED EXAMINER'S EXHIBIT 1).

4.

14

10. Is that the same property which is described in the Agreement of Sale which I now show you?

A. Yes.

11. Who is the agreement with?

A. Russell G. and Anna Mae Bennett.

12. The purchase price is how much?

A. $10,000.

(AGREEMENT OF SALE ATTACHED TO BILL OF COMPLAINT MARKED EXAMINER'S EX. 2)

13. What are the improvements on this property?.

A. It has a large garage, 15 by 20, larger than a one-car garage; the house has four rooms and bath downstairs and it is finished upstairs, frame with asbestos shingles and storm windows.

14. Do you think the property can be divided in kind without loss or injury to yourself and your daughter?

A. No, it could not be done.

15. Why do you say that?

A. Because it is not large enough.

16. In your opinion, the property should be sold?

A. Yes, because I have been very unsuccessful with tenants and I am too far from it to actually look after it properly.

17. Where is your daughter living?

A. She is with me now, but she is going to be travelling with her husband.

18. Where is her husband now?

A. He is in the Navy.

19. In your opinion the property should be sold and the proceeds divided between you?

A. Yes.

(Mr. Cunningham)

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

Eleanora Fein

Eleanora Fein

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Ethel Mae Fein Moyer, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Ethel Mae Fein Moyer, 2903 Seventy-ninth Avenue, Washington.

2. What is your age?

A. Twenty.

3. Are you at present employed in any capacity?

A. Yes, with William Hahn and Company.

4. What is your position there?

A. Cashier.

5. How long have you been working for them?

A. Since about the middle of last November.

6. Are you acquainted with the nature of this proceeding?

A. Very much so.

7. Is it your wish that the property be sold and the proceeds divided?

A. Yes.

8. Why do you wish that?

A. It has not been much of a worry to me but it sure has been to Mother and I think it would solve quite a few problems.

9. Do you intend to be living in this community much longer?

A. No, after the end of December I will be living in Florida.

10. What is your husband's occupation?

A. He is in the Navy.

(Mr. Cunningham)

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

Ethel Mae Fein Moyer

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 14th day of September, 1953.

Chipman H. Cunningham (SEAL)
Examiner

C.W.C. $10.00

K.H.McC. $6.00

Rd
9/10/53
KHMcC

LIBER 86 PAGE 422

ELEANORA FEIN, etc. : NO. 10,774 EQUITY

: IN THE CIRCUIT COURT

vs

: FOR

ETHEL MAE FEIN MOYER

: ANNE ARUNDEL COUNTY

Submission for Decree

To the Honorable, the Judges of said Court:

There being no further testimony to be taken, the Complainant hereby submits this cause to Your Honors for Decree.

Eugene M. Childs

Childs and Bald, Solicitors for Complainant

Filed 29 Sept., 1933.

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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LIBER 80 PAGE 423

ELEANORA FEIN, etc.	:	No. 10,774 EQUITY
vs	:	IN THE CIRCUIT COURT
	:	FOR
ETHEL MAE FEIN MOYER	:	ANNE ARUNDEL COUNTY

DECREE

This cause having been submitted for decree, the proceedings herein were carefully read and considered.

It is, thereupon, this 29th day of September, 1953, ADJUDGED, ORDERED and DECREED, by the Circuit Court for Anne Arundel County, in Equity, that the contract herein for the sale of the property known as Lot 5 Block 9, as shown on amended plat 1 of Glen Burnie, and more particularly described in these proceedings and the exhibits attached thereto by the parties hereto, to Russell G. Bennett and Anna Mae Bennett, his wife, be and it is hereby ratified and confirmed, and Eugene M. Childs is hereby appointed Trustee to convey all the right, title and interest of the parties hereto in the said property unto the purchasers, 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, a surety or sureties to be approved by this Court, in the penalty of $10,000, conditioned upon the faithful performance of the trust imposed in him by this decree, or which may be imposed in him by any future decree or order in these proceedings.

And upon receipt of the purchase money for the sale, the said Trustee shall convey the interest of all parties to this cause and

29 Sept., 1953.
Filed
19

anyone claiming under them, in and to said property, 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 these proceedings.

Benjamin Michaelson

Benjamin Michaelson Judge

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Hartford Accident and Indemnity Company

HARTFORD • CONNECTICUT

A Stock Company

LIBER 86 PAGE 425

No. 10,774 Equity

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Eugene M. Childs of Annapolis, Maryland

as Principal,

and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Connecticut, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of

Ten thousand and 00/100

Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents—sealed with our seals and dated this 28th day of October in the year of our Lord one thousand nine hundred and fifty-three.

Whereas, the above bounden Eugene M. Childs

by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland has been appointed trustee to sell real estate

mentioned in the proceedings in the case of Fein Eleanora Fein etc.

vs.

Ethel Mae Fein Moyer # 10774 Equity

now pending in said Court

d 29 Oct., 1953.

Now the Condition of the above Obligation is such, that if the above bounden Eugene M. Childs

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

Signed, Sealed and Delivered in the Presence of

Eleanor L. Owings

Eugene M. Childs [Seal]

[Seal]

Shirley A. Myers

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By Joseph D. Lazenby

Attorney-in-fact

State of Maryland, Sct.

I Hereby Certify, that on this day of 19,

personally appeared before me, the subscriber, Clerk of the Circuit Court

and made oath, in due form of law,

that know the pecuniary circumstances of the above named

and that

worth the amount of the penalty set forth in the within bond, in real estate over and above just debts and liabilities.

Approved this 29 Oct., 1953
John T. Hopkins, 3rd, Clerk

LIBER 86 PAGE 426

ELEANORA FEIN, ETC. Plaintiff	:	NO. 10,774 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
ETHEL MAE FEIN MOYER Defendant	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court:

Pursuant to the Decree passed in these presents, by this Honorable Court, on September 29, 1953, your Orator, having first filed a bond for $10,000.00, in these presents, conveyed the property, which is the subject of this suit, unto Russell G. Bennett and Anna Mae Bennett, his wife, at and for the sum of $10,000.00, and received therefor the said purchase price, in cash, less broker's commission of $500.00, which he believes to be a fair and adequate price for said property.

Respectfully submitted.

Eugene M. Childs
Eugene M. Childs, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 3rd day of November, 1953, before me, the subscriber, a Notary Public of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, TRUSTEE, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein stated, and that the sum so reported has been secured by the affiant and that he believes that the purchase price, for which said property was sold, is a fair and adequate one.

As witness my hand and seal Notarial.

MAY F. BRENNAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

May F Brennan
May F. Brennan Notary Public

Filed 3 Nov, 1953

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

ZZ

LIBER 86 PAGE 427

ORDER NISI

Eleanora Fein, individually,
and as mother and next friend of
Ethel Mae Fein Moyer

versus

Ethel Mae Fein Moyer,
an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,774 Equity

Filed 3 Nov., 1953.

Ordered, this 3 day of November, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $10,000.00, less broker's commission of $500.00.

John F. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 16 Dec., 1953.

Eleanora Fein, individually,
and as mother and next friend of
Ethel Mae Fein Moyer

versus

Ethel Mae Fein Moyer,
an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of December finally, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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LIBER 86 PAGE 428 OFFICE OF

Maryland Gazette

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. 10,774 Equity

ELEANORA FEIN, Individually, And As Mother And Next Friend Of ETHEL MAE FEIN MOYER

Vs.

ETHEL MAE FEIN MOYER, An Infant.

Ordered, this 3rd day of November, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sales to be $10,000.00, less broker's commission of $500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True. Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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Filed 14 dec., 1953.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec 14, 1953

We hereby certify, that the annexed

Order Nisi. Sale

Eq 10774

Eleanora Fein

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 Dec, 1953. The first insertion being made the 12th day of Nov, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

No. M.G. .....

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LIBER 88 PAGE 429

In the Case of

Eleanora Fein, individually,
and as mother and next friend
of Ethel Mae Fein Moyer
VS.
Ethel Mae Fein Moyer,
an infant

In the

Circuit Court

For

Anne Arundel County

No. 10,774 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 Dec. 28, 1953

December 28, 1953.

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

Dr. Eleanora Fein, individually, and as mother and next friend of Ethel Mae Fein Moyer, vs. Ethel Mae Fein Moyer, an infant in ac.

To Trustee for Commissions, viz:		330 00	330 00	
To Trustee for Court costs,,viz:				
Plaintiff's Solicitor's appearance fee		10 00		
Clerk of Court - Court costs		35 00		
Jos. W. Alton, Jr. - Sheriff's costs		2 90		
W. Garrett Larrimore - Guardian ad litem		4 00		
Chipman W. Cunningham - Examiner's fee		10 00		
Katharine H. McCutchan - Stenographer's fee		6 00		
Auditor - stating this account		18 00	85 90	
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)		8 00		
Hartford Accident & Indemnity Co. -bond premium		40 00		
Allowance for Repairs		40 00		
Glenco Realty Co. - broker's commission		500 00		
Edward N. C. Bradley - appraiser's fee		5 00		
William H. Riley, Jr. - appraiser's fee		5 00		
One-half Federal revenue stamps		5 50		
One-half State revenue stamps		5 50		
May F. Brennan - notary fee		50	609 50	
BALANCE FOR DISTRIBUTION - $8,988.20				
Distributed to the devisees of Ethel Beard, as follows:				
To Eleanora Fein, daughter - one-half	4,494 10			
To Ethel Mae Fein Moyer, grand-daughter - one-half	4,494 10		8,988 20	
			10,013 60	

with Eugene M. Childs, Trustee Cr.

1953				
Dec.	15	Proceeds of Sale (Contract dated 7/15/53)	10,000 00	10,000 00
		Refund 1953 taxes adjusted to 11/2/53	11 42	
		Refund 1953 water benefit charge (adjusted to 11/2/53)	2 18	13 60
				10,013 60

LIBER 88 PAGE 432

ORDER NISI

Eleanora Fein, individually,
and as mother and next friend of
VERSUS
Ethel Mae Fein Moyer,
Vs.
Ethel Mae Fein Moyer, an infant

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,774 Equity.

ORDERED, This 2 day of February, 19 54, 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 March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15 day of March next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of March, 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)

Filed 16 Mar., 1954. Filed 2 Feb., 1954.

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ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,774 Equity
ELEANORA FEIN, Individually, And As Mother And Next Friend Of ETHEL MAE FEIN MOYER,
Vs.
ETHEL MAE FEIN MOYER, An Infant.

Ordered, this 2nd day of February, 1954, 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 March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of March next.

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

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CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10774

Eleanora Fein

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 March, 1954. The first insertion being made the 11th day of February, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 327

Filed 8 Mar., 1954

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LIBER 86 PAGE 433

IN THE MATTER OF THE SALE OF : No. 10,858 Equity
THE MORTGAGED REAL ESTATE OF : In the Circuit Court
JOHN L. SAUM, JR., AND LORRAINE D. : for
SAUM, HIS WIFE : Anne Arundel County

Mr. Clerk:

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

William W. Townshend, Jr.,
Attorney named in Mortgage

Filed 9 Nov., 1953.

LIBER 86 PAGE 434

LIBER 768 PAGE 140

No. 10,858 Equity

This Mortgage, made this 10th day of July ,

in the year one thousand nine hundred and fifty-three between JOHN L. SAUM, JR., and LORRAINE D. SAUM, his wife of Anne Arundel County, in the

State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

FOUR THOUSAND ($4,000.00)

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 Forty ($40.00) Dollars plus one-twelfth of the annual taxes, water rents ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the 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 of those lots of ground situate and lying in Third Election District of Anne Arundel County, State of Maryland and described as follows:

Being all that lot shown and designated as Lots No. Twenty-two (22) and Twenty three (23) of Block L.M., on a Plat entitled "Plat No. Eight (8), Cape St. Claire", which said Plat is dated November 23, 1949 and recorded among the Plat Records of Anne Arundel County in Cabinet 3 Rod F-8, Plat No. 6.

Being the same property conveyed to the said Mortgagors from The River Bay Company, a body corporate, by deed dated June 18, 1953 and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County.

Filed 9 Nov., 1953.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators; built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

Together with the improvements thereon, and the rights and appurtenances thereto belonging or appertaining.

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

If, however, the said Mortgagors, his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

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

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagors, his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagors 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 William W. Townshend, Jr., 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 Mortgagors, 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 Mortgagors covenant to warrant specially said lots of ground and to execute such other assurances thereof as may be requisite.

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

WITNESS:

William W. Townshend, Jr.

John L. Saum, Jr. (SEAL)

Lorraine D. Saum (SEAL)

_____ (SEAL)

LIBER 86 PAGE 437

LIBER 768 PAGE 143

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 10th day of July, in the year one thousand, nine hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John L. Saum, Jr., and Lorraine D. Saum, his wife, the above named Mortgagor s satisfactorily proven to be the person s whose names 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.

Norwood A. Wieneke

Norwood A. Wieneke Notary Public

My commission expires 5-2-55

Recorded- 13th July, 1953, at 10:25 A.M.

WM. W. TOWNSHEND, JR.
Attorney
Towns-Worth Bldg.
Annapolis, Md.

MORTGAGE

FROM

JOHN L. SAUM, JR., and

LORRAINE D. SAUM, his wife

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record July 13, 19 53 at 10:25 o'clock A. M.

Same day recorded in Liber 214 No. 768 folio 143 &c. one of the Land Records of ~~Baltimore~~ A. A. Co. and examined per

John H. Rogers Clerk.

Cost of Record $2.00

LIBER 86 PAGE 438

No. 10,858 Equity

A T T O R N E Y ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

By virtue of a power of sale contained in a Mortgage from John L. Saum, Jr., and Lorraine D. Saum, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated July 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 768, Folio 140, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale on the premises, on

TUESDAY, DECEMBER 15, 1953

at 11 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 22 and 23, of Block LM, on a Plat entitled "Plat No. Eight, Cape St. Claire," which plat is dated November 23, 1949 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Plat 6; and being the same property conveyed to John L. Saum, Jr., and Lorraine D. Saum, his wife, by The River Bay Company, by deed dated June 18, 1953 and recorded among the aforesaid Land Records in Liber J.H.H. 768 Folio 138.

The above property is improved by a new dwelling in good condition with modern conveniences.

Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
named in mortgage
Towns-Worth Building, South Street,
Annapolis, Maryland

Robert H. Campbell, Auctioneer

- -

Maryland Gazette
November 12, 19, 26, December 3, 10

Filed 9 Nov., 1953.

In the Matter of the Sale of the	:	No. 10,558 Equity
Mortgaged Real Estate of John L.	:	In the Circuit Court
Saum, Jr., and Lorraine D. Saum,	:	for
his wife	:	Anne Arundel County

Filed Dec. 10, 1953

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from John L. Saum, Jr., and Lorraine Saum, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated July 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 768, Folio 140	$4,000.00
Interest thereon from August 1, 1953 to November 30, 1953	80.00
	$4,080.00
Interest thereon from November 30, 1953 to December 15, 1953	10.00
	$4,090.00
Less Credit Expense Account	25.00
	$4,065.00

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of December, 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 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

7

LIBER 86 PAGE 440

New Amsterdam Casualty Company

130347

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 10,858
Equity

Approved and filed Dec. 10th 1953 John H. Hopkins 3rd Clerk

Know All Men By These Presents:

THAT WE, William W. Townshend Jr. Annapolis, Maryland,

and NEW AMSTERDAM CASUALTY COMPANY, a body corporate of the State of New York, 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 FIVE THOUSAND AND 00/100 - - - - - - - - - - Dollars ($ 5,000.00). 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 3rd - - - day of December in the year of our Lord one thousand nine hundred and fifty-three.

WHEREAS, the above bounden William W. Townshend Jr.

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland,

has been appointed Trustee to sell lots 22 and 23 Block L.M. #8 with improvements mentioned in the proceedings in the case of /Cape St. Clair, Annapolis, Maryland, A. A. Co. Md.

The United Federal Savings & Loan Association
of Glen Burnie

vs.

John L. Saum Jr. and Lorraine D. Saum, his wife
Cape St. Clair Annapolis, Md.

now pending in said Court;

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN William W. Townshend Jr. do es and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Alice C. Hudak
ALICE C. HUDAK

William W. Townshend, Jr. (SEAL)

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols
R.H. Nichols Attorney-in-Fact

~~FIRST~~: Witness as to Surety:
M.S. Kraus
M.S. Kraus

1-307-Md. Trustee—Receiver 500-7-47

State of Maryland, Baltimore City, sct: LIBER 86 PAGE 441

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed $250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
Assistant Secretary

G. LEE BURGESS
Vice-President

NEW AMSTERDAM CASUALTY COMPANY INCORPORATED 1898

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, Dec 3rd, 19 53

NEW AMSTERDAM CASUALTY COMPANY

Assistant Secretary

Form 1-517 Md. 2m-1-53

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - **Auctioneer**

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

By virtue of a power of sale contained in a Mortgage from John L. Saum, Jr., and Lorraine D. Saum, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated July 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 768, Folio 140, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale on the premises, on

Tuesday, December 15th, 1953

AT 11 O'CLOCK, A. M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 22 and 23, of Block LM, on a Plat entitled "Plat No. Eight, Cape St. Claire," which plat is dated November 23, 1949 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Plat 6; and being the same property conveyed to John L. Saum, Jr., and Lorraine D. Saum, his wife, by The River Bay Company, by deed dated June 18, 1953 and recorded among the aforesaid Land Records in Liber J. H. H. 768, Folio 138.

The above property is improved by a new dwelling in good condition with modern conveniences.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale.

All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney named in mortgage
Towns-Worth Building, South Street,
Annapolis, Maryland

Filed 16 Dec. 1953

Annapolis, Maryland
December 15, 1953

This is to certify that I have this 15th day of December, 1953, sold the property described by said advertisement in the Third Election District of Anne Arundel County, and more particularly known as Lots Nos. 22 and 23, Block LM, Cape St. Claire, Plat 8, to

Samuel S. Rochester and Marie T. Rochester, his wife,

at and for the sum of $15500.00

being then and there the highest bidders for said property,

Robert H. Campbell, Auctioneer

Annapolis, Maryland
December 15, 1953

I hereby certify that I have this 15th day of December, 1953, purchased from William W. Townshend, Jr., Attorney named in mortgage, the property situated in the Third Election District of Anne Arundel County, known as Lots Nos. 22 and 23, Block LM, Cape St. Claire, at and for the sum of $15500.00

and do hereby agree to comply with the terms of sale.

Samuel S. Rochester Purchaser

Marie T. Rochester Purchaser

Filed 16 Dec., 1953.

LIBER 86 PAGE 443

In the Matter of the Sale of the Mortgaged Real Estate of John L. Saum, Jr., and Lorraine D. Saum, his wife	:	No. 10,858 Equity In the Circuit Court for Anne Arundel County

To the Honorable, the Judges of said Court.

The Report of Sale of William W. Townshend, Jr., Attorney named in the mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from John L. Saum, Jr., and Lorraine D. Saum, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated July 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 768, Folio 140, 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, on the premises, on Tuesday, December 15, 1953, at 11 o'clock A.M., and then and there sold the said property to Samuel S. Rochester and Marie T. Rochester, his wife, at and for the sum of FIVE THOUSAND FIVE HUNDRED DOLLARS ($5,500.00), being at that figure the highest bidders therefor, said property being as follows:

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 22 and 23, Block LM, as shown on a plat entitled "Plat No. Eight, Cape St. Claire", which plat is dated November 23, 1949 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Plat 6.

Filed 16 Dec., 1953.

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 purchasers' agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in full in cash on final ratification of sale, and to bear interest from date ofsale. 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 16th day of December, 1953, before the subscriber, a Notary Public of the State and County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of sale are true to the best of his knowledge and belief, 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

Alice C. Hudak, Notary Public

LIBER 80 PAGE 445

ORDER NISI

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

~~XXXXXX~~

JOHN L. SAUM, Jr., And
LORRAINE D. SAUM, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,858 Equity

Ordered, this 16 day of December, 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 25 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 25 day of January next.

The report states that the amount of sales to be $ 5,500.00.

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

Filed 16 Dec., 1953.

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

~~XXXXXX~~

JOHN L. SAUM, Jr., And
LORRAINE D. SAUM, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 26 day of January, 19 54, 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 Merchandon
Judge.

Filed 26 Jan., 1954.

LIBER 86 PAGE 446

ATTORNEY'S SALE
— OF —
VALUABLE IMPROVED REAL ESTATE

By virtue of a power of sale contained in a Mortgage from John L. Saum, Jr., and Lorraine D. Suum, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated July 10, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 768, Folio 140, default having occurred, the undersigned Attorney named in said Mortgage will offer at public sale on the premises, on

TUESDAY, DECEMBER 15, 1953
AT 11 O'CLOCK, A. M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 22 and 23, of Block LM, on a Plat entitled "Plat No. Eight, Cape St. Claire," which plat is dated November 23, 1949 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod F-8, Plat 6; and being the same property conveyed to John L. Saum, Jr., and Lorraine D. Saum, his wife, by The River Bay Company, by deed dated June 18, 1953 and recorded among the aforesaid Land Records in Liber J. H. H. 768, Folio 138.

The above property is improved by a new dwelling in good condition with modern conveniences.

Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:
WILLIAM W. TOWNSHEND,
Attorney named in mortgage,
Towns-Worth Building,
South Street,
Annapolis, Maryland.
ROBERT H. CAMPBELL, Auctioneer.
d-10

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. 21, 1953

We hereby certify, that the annexed

Attorney's Sale

John L. Saum 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 15th day of December, 1953. The first insertion being made the 12th day of November, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 22 Dec., 1953.

LIBER 86 PAGE 447

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 22, 1954

We hereby certify, that the annexed

Order Nisi - Sale -

Eq. 10-838.

John L. Saum.

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 January, 1954 The first insertion being made the 24th day of December, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

Filed 25 Jan., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,838 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JOHN L. SAUM, JR., And LORRAINE D. SAUM, His Wife.

Ordered, this 10th day of December, 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 25th 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 25th day of January next.

The report states that the amount of sales to be $5,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

j-14

LIBER 86 PAGE 448

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
John L. Saum, Jr.,
and
Lorraine D. Saum, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,858 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.

February 3, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

15

Filed 3 Feb., 1954.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of John L. Saum, Jr., and Lorraine D. Saum, his wife in ar.

To Attorney for Commissions, viz:	196 00	
To Attorney for Fee, viz:	35 00	231 00
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	42 20	
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	
Robert H. Campbell - auctioneer's fee	35 00	
One-half Federal documentary stamps	3 03	
One-half State documentary stamps	3 02	
Alice C. Hudak - notary fees	1 00	127 94
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim	4,065 00	4,065 00

To Benjamin Brooks, judgment creditor - this balance on account claim in #4151 Law, viz:

Debt	$1,285.31		
Interest -2/7/53 to 12/15/53	66.18		
Court costs	20.50		
Attorney's fee	128.53		
Total	$1,500.52	1,066 18	1,066 18
Cr. Amount allowed	1,066 18		
Balance due	434.34		5,533 62

with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1953				
Dec.	15	Proceeds of Sale	5,500 00	
		Interest on deferred payment to 1/25/54	33 62	5,533 62
				5,533 62

ORDER NISI LIBER 80 PAGE 451

In the Matter of the Sale

of the

Mortgaged Real Estate

of

John L. Saum, Jr.,

and

Lorraine D. Saum, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,858 Equity.

ORDERED, This 3 day of February, 19 54, 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 March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15 day of March next.

Filed 3 Feb, 1954. John F. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

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

Benjamin Michaelson

Judge

Filed 17 Mar., 1954

LIBER 86 PAGE 452 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10858

John L. Saum, 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 15th day of March, 1954. The first insertion being made the 11th day of February, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 16 Mar., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,858 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JOHN L. SAUM, JR., and LORRAINE D. SAUM, His Wife.

Ordered, this 3rd day of February, 1954, 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 March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

2-25

No. M. G. 325

19

TRADERS SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate.	:	IN THE
	:	CIRUCIT COURT OF
PLAINTIFF	:	ANNE ARUNDEL COUNTY
VS.	:	
	:	IN EQUITY
LLOYD RILEY and CARRIE RILEY, his wife,	:	No. 10,866
DEFENDANTS	:	

Mr. John H. Hopkins, Clerk:

Please docket the above entitled case and file the accompanying mortgage from Lloyd Riley and Carrie Riley, his wife, to the Traders Savings and Loan Association of Baltimore City, dated February 4th 1952, and recorded among the Mortgage Records of Anne Arundel County in Liber J.H.H. 3rd, No. 665, folio 582, embracing fee simple property, known as lot 73 Belvedere Beach, Anne Arundel County, Maryland.

J. Henry Dietz
J. Henry Dietz, Co-Attorney named in Mortgage

Filed 21 Nov., 1953.

D.R.—County

BOOK 665 PAGE 582

No. 10,866 Equity

LIBER 86 PAGE 454

This Mortgage,

Made this 4th day of --February----

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

LLOYD RILEY and CARRIE RILEY, his wife

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

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, of the State of Maryland, MORTGAGEE.

Whereas, the said LLOYD RILEY and CARRIE RILEY, his wife

being members of the said body corporate, have received therefrom an advance of four thousand fifty-six dollars ($4056.00) on thirty-nine shares of its stock

used as part of the purchase money for the property hereinafter described.

Whereas, the said MORTGAGORS being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGORS do hereby covenant to repay the same, together with interest thereon at the rate of Six per cent (6 %) per annum computed monthly, unto the Mortgagee or its assigns, at the office of the MORTGAGEE or its assigns in monthly installments (including principal and interest) of forty dollars and fifty-six cents ($40.56) commencing on the 15th------day of March 1952----------and continuing on the 15th------- day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said mortgagors under the Act of Incorporation and/or Constitution and By Laws of said body Corporate are fully paid.

Whereas it was a condition precedent to said advance that the repayment thereof, together with the interest, fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said LLOYD RILEY and CARRIE RILEY, his wife

do grant unto the said body corporate

its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEING known and designated as Lot No. 73 on the Plat of Belvedere Beach which Plat is recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod A-3, Plat No. 7, (formerly recorded in Plat Book F.S.R. No. 3, folio 78.)

BEING the same lot of ground described in a Deed bearing even date herewith and intended to be recorded among the Land Records of

Filed 21 Nov., 1953.

Anne Arundel County prior hereto from Jerome S. Cardin and wife to the said Lloyd Riley and Carrie Riley, his wife.

THIS mortgage shall also secure such future advances as shall be made at the mortgagee's option to said mortgagors prior to the payment in full of these presents not exceeding in the aggregate the sum of five hundred dollars as provided in Article 66, Sec. 2 (Acts 1945, Ch. 923) Annotated Code of Maryland.

IT is understood and agreed by and between the mortgagors and the mortgagee that the said mortgagors shall have the right and privilege of prepaying this mortgage in whole or in part at any time.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, in addition to any and all other rights and remedies hereinafter provided by the terms of this mortgage, the said mortgagors do hereby declare their assent to the passing of a decree by the Circuit Court of Anne Arundel County for a sale of the property mortgaged; and the said mortgagors hereby authorize and direct the said mortgagee, its successors and assigns, or J. HENRY DITTO, its duly authorized attorney, to sell the hereby mortgaged property; any such sale whether under the above assent to a decree or under the above power of sale to be in accordance with Article 66, Sections 6 to 15 inclusive of the Annotated Code of Maryland, passed by the General Assembly of Maryland, at the January Session in the year 1950, or any supplements or additions thereto.

Together with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGORS hereby assign to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGORS and to credit said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGORS.

To Have and to Hold the said lot of ground and premises unto the said body corporate, its successors and assigns forever in fee simple; subject to the restrictions mentioned in the Deed above referred to.

If However the said MORTGAGORS shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagor S hereby covenant and agree with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, the sum of five dollars and nineteen cents ($5.19)- per month upon the same day of each month thereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ~~ground rent~~ water rent, taxes and insurance premium when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of said MORTGAGEE, or its assigns, be credited as a payment on account of the principal mortgage debt; and the MORTGAGORS further agree that should said special fund at any time be insufficient, by reason of an increase in the tax or water rates, or from any other cause, to pay said charges when due, that the y, their heirs, personal representatives or assigns will on demand pay such deficiency; said MORTGAGOR S further agree to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagor S also covenant and agree :—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if they shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that they specially warrant the property herein mortgaged, and that they will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGOR S or their assigns, may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

its successors and assigns, or J. HENRY DITTO, 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, personal representatives 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 or assigns, or 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 fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said MORTGAGEE, its successors and assigns 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 S, their personal representatives or assigns, or to whoever may be entitled to the same.

And the said MORTGAGOR S 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 of the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under order or decree of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said MORTGAGOR S for themselves, their heirs, personal representatives and assigns do hereby covenant and agree to pay; and the said MORTGAGEE, its successors and assigns, or J. HENRY DITTO, 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, interest, costs, expenses and commission.

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 hands and seals of said MORTGAGORS.

TEST:

J. Henry Ditto (signature)
J.Henry Ditto

Lloyd Riley (signature) (SEAL)
Lloyd Riley

(SEAL)

Carrie Riley (signature) (SEAL)
Carrie Riley

(SEAL)

LIBER 86 PAGE 457

State of Maryland, Baltimore City, ss. BOOK 665 PAGE 585

I Hereby Certify, that on this 4th day of February 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 LLOYD RILEY and CARRIE RILEY, his wife the MORTGAGORS named in the foregoing mortgage, and they acknowledged the aforegoing mortgage to be their act.

At the same time also appeared JOHN JENKINS President of the MORTGAGEE named in the aforegoing 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.

J. Henry Ditto Notary Public.

Recorded- 8th February, 1952, at 9:45 A.M.

7116 36

Mortgage

FROM

LLOYD RILEY AND WIFE

TO

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

Block No.

Received for record 19

at o'clock M. Same day recorded in Liber

No. Folio one of the

Records of , and examined per

Clerk.

Cost of record $

LEVY AND DITTO
ATTORNEYS AT LAW
804-808 FIDELITY BUILDING
BALTIMORE, MD.

500—8-48—H.R.Co.

IN THE
CIRCUIT COURT OF
ANNE ARUNDEL COUNTY

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate. PLAINTIFF

VS.

LLOYD RILEY and CARRIE RILEY, his wife DEFENDANTS

PETITIONER'S EXHIBIT NO. 1

Mr. Clerk: Please file, etc.

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate	:	IN THE
	:	CIRCUIT COURT
PLAINTIFF	:	OF
VS.	:	ANNE ARUNDEL COUNTY
LLOYD RILEY and CARRIE RILEY, his wife	:	IN EQUITY
	:	No: 10,866
DEFENDANTS		

: :

STATEMENT OF MORTGAGE DEBT

Amount of Loan		$4056.00
Interest to December 18th, 1953		133.91
Late charge		6.44
		4196.35
By amount paid in dues	283.61	
Credit in expense account	26.86	310.47
BALANCE DUE		$3885.88

W. Turner Carroll, Secretary

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 14th day of December in the year nineteen hundred and fifty=three, before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared W. TURNER CARROLL, Secretary of TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, the plaintiff in the above entitled cause, and made oath that the foregoing is a true statement of the amount of the mortgageclaim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

Notary Public

Filed 15 Dec., 1953.

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A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

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

No. 10,866 Equity

BOND NO. 70 32 684

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Henry Ditto
Fidelity Bldg.
Baltimore, 1, Md. as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of FOUR THOUSAND AND 00/100- -($4,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 14th day of December in the year of our Lord nineteen hundred and fifty-three

Whereas, the above bounden J. Henry Ditto
by virtue of the power contained in a mortgage from Lloyd Riley and Carrie Riley, his wife
to Traders Savings and Loan Assocation of Baltimore City
bearing date the 4th day of February, 1952 and recorded among the mortgage records of Anne Arundel County
in Liber J.H.H., 3rd No. 665 Folio 582 and
J. Henry Ditto
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 J. Henry Ditto
do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Henry Ditto
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 year first herein above written.

Signed, sealed and delivered in the presence of:

Patricia C. Gambrill

J. Henry Ditto (SEAL)
J. Henry Ditto

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn
K. Woodburn *As to Surety*

By E. V. Shockley
E. V. Shockley, *Attorney-in-Fact.*

MD3228a—300. 6-49 124470
Mortgagee's or Attorney's Bond

Approved this 15 Dec 1953 John H. Hopkins, 3rd, Clerk
Fd. 15 Dec., 1953.

State of Maryland, Baltimore City, sct:

LIBER 86 PAGE 460

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **J. G. YOST**
Assistant Secretary

By: **E. R. NUTTLE**
Vice-President

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

December 14, 1953

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jay S. Price *Jay S. Price*
Assistant Secretary

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate PLAINTIFF	:	IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY IN EQUITY No. 10,866
VS.	:	
LLOYD RILEY and CARRIE RILEY, his wife DEFENDANTS	:	

. . . . . .

TO THE HONORABLE, THE JUDGE OF THE COURT

The Report of Sale of J.Henry Ditto, Attorney named in Mortgage, filed in the above entitled cause, respectfully shows:

That after giving bond with security for the faithful discharge of his duties as attorney, which was duly approved, and having given twenty days notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Capital and Maryland Gazette, newspapers printed and published in Anne Arundel County, said attorney, did, pursuant to said notice, on Friday, December 18th 1953, at 3 o'clock P.M. attend on the premises, in Anne Arundel County, Maryland, and then and there sold the fee simple property described in the mortgage filed in the above entitled cause, under the power therein conferred on him, which property is fully described in the attached advertisement of sale, subject to the restrictions referred to in the advertisement, unto G.M.C.Realty, the highest bidder therefor, at and for the price or sum of $4175.00, cash upon ratification of sale; and that said sale was fairly made, and for the most money which could be obtained for said property

RESPECTFULLY SUBMITTED

J. Henry Ditto

Attorney named in Mortgage

d 24 Dec., 1953

LEVY AND DITTO, SOLICITORS,
805 Fidelity Building,
Baltimore, Maryland.

ATTORNEY'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY
MAGOTHY AVENUE—BELVEDERE BEACH, ANNE ARUNDEL COUNTY, MARYLAND.

In pursuance of the power contained in a mortgage from Lloyd Riley and Carrie Riley, his wife, to Traders Savings and Loan Association of Baltimore City, dated February 4th, 1952, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 665, folio 582, the undersigned, Attorney named in said Mortgage (default having occurred therein) will sell by Public Auction on the premises

ON FRIDAY, DECEMBER 18TH, 1953,
AT 3 O'CLOCK P. M.

All that lot of ground and improvements thereon situate in the Third Election District of Anne Arundel County and described as follows:

Being known and designated as Lot No. 73 on the Plat of Belvedere Beach, which plat is recorded among the Land Records of Anne Arundel County in Cabinet 1 Rod A-3, Plat No. 7, (formerly recorded in Plat Book F. S. R. No. 3, folio 78) Improved by a frame bungalow.

Subject to restrictions of record.

Terms of Sale: one third cash, balance in 6 and 12 months, or all cash, at purchasers option at time of sale; credit payments to draw interest from the day of sale and to be secured to the satisfaction of the undersigned Attorney.

Taxes to be adjusted to day of sale. Deposit of $500 cash required at sale; balance to bear interest from day of sale.

Revenue stamps to be borne by purchaser.

J. HENRY DITTO,
Attorney.

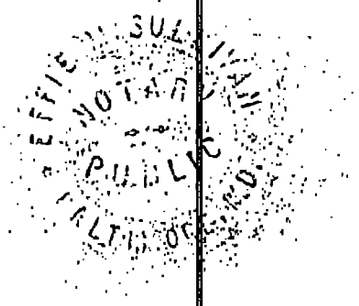
E. T. NEWELL & CO. INC.,
Auctioneers.

d-17

State of Maryland, Baltimore City, to wit:

I hereby certify, that on this 28th. day of December 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared J.Henry Ditto, Attorney named in Mortgage filed in the above entitled cause, 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 to the best of his knowledge and belief.

As Witness my hand and official seal.



Effie M. Sullivan

Effie M. Sullivan---Notary Public

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LIBER 86 PAGE 463

ORDER NISI

TRADERS SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE CITY,
a body corporate
versus
LLOYD RILEY and
CARRIE RILEY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,866 Equity

Ordered, this 29 day of December, 1953, That the sale of the Property in these Proceedings mentioned,
made and reported by J. Henry Ditto, Attorney named in Mortgage,
~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8 day of February next.

The report states that the amount of sales to be $ 4,175.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 29 Dec., 1953.

TRADERS SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE CITY,
a body corporate
versus
LLOYD RILEY and
CARRIE RILEY, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 9th day of February, 1954, 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.

Filed 9 Feb., 1954.

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3* No. 10,866 Equity

ADDITIONAL BOND NO. 70 32 684

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Henry Ditto
Fidelity Building
Baltimore, 1, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO HUNDRED AND 00/100- ($200.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our 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 January in the year of our Lord nineteen hundred and fifty-four

Whereas, the above bounden J. Henry Ditto
by virtue of the power contained in a mortgage from Lloyd Riley and Carrie Riley, his wife
to Traders Savings and Loan Association of Baltimore City
bearing date the 4th day of February, 1952 and recorded among the mortgage records of Anne Arundel County
in Liber J.H.H. 3rd No. 665 Folio 582 and
J. Henry Ditto
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 J. Henry Ditto
do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

In Testimony Whereof, the above bounden J. Henry Ditto
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:

Patricia C. Gambrill — J. Henry Ditto (SEAL)
Patricia C.Gambrill — J. Henry Ditto

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn — By E. V. Shockley
K. Woodburn *As to Surety* — E. V. Shockley, *Attorney-in-Fact.*

approved this 16 Jan., 1954
John H. Hopkins, 3rd, Clerk
Filed 16 Jan., 1954

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

State of Maryland, Baltimore City, sct·

LIBER 86 PAGE 465

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **J. G. YOST**
Assistant Secretary

By: **E. R. NUTTLE**
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, this January 8, 19 54

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jay S. Price, *Assistant Secretary*

LIBER 86 PAGE 466

Militar \ffidavit under Soldiers' and Sai' ;' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

Traders Savings & Loan Association of Baltimore City.
PLAINTIFF

vs.

LLOYD RILEY and

CARRIE RILEY, his wife,
DEFENDANTS

IN THE

Circuit Court

OF

~~BALTIMORE COUNTY~~ X
ANNE ARUNDEL COUNTY
IN EQUITY

Docket ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared W.Turner Carroll, Secretary to Traders Savings and Loan Association of Baltimore City----------

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

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

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

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

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

W. Turner Carroll
Affiant

Subscribed and sworn to before me
this 14th day of January 1954

J. Henry Ditto
Notary Public
J.Henry Ditto

Filed 16 Jan., 1954.

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LIBER 86 PAGE 467

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. 10,866 Equity

TRADERS SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate

Vs.

LLOYD RILEY and CARRIE RILEY, his wife.

Ordered, this 20th day of December, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by J. Henry Ditto, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once each of three successive weeks before the 8th day of February next.

The report states that the amount of sales to be $4,175.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

1-28

No. M. G. .....

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 29, 1954

We hereby certify, that the annexed

Order Nisi - Sale -

Eq. 10,866

Lloyd Riley.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of February, 1954. The first insertion being made the 7th day of January, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Gilgleman

Filed 29 Jan., 1954

In the Case of

Traders Savings & Loan Association
of Baltimore City,
a body corporate
vs.
Lloyd Riley
and
Carrie Riley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,866 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.

March 12, 1954

All of which is respectfully submitted.

Laura K. Eichling
Auditor.

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Filed 17 Mar., 1954.

Dr. Traders Savings & Loan Association of Baltimore City vs. Lloyd Riley and Carrie Riley, his wife — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	156	39	206	39
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	48	78		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	9	60		
Fidelity & Deposit Co. of Md. -bond premiums	18	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
Effie M. Sullivan - notary fees		50	140	88
To Traders Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,846	52	3,846	52
			4,232	54
Amount of mortgage claim filed	3,885	88		
Cr. Amount allowed as above	3,846	52		
Balance subject to decree in personam	39	36		

with J. Henry Ditto, Attorney named in Mortgage Cr.

1953							
Dec.	18	Proceeds of Sale		4,175	00		
		Interest on deferred payment - 2 months and two days		37	97	4,212	97
		Refund 1953 taxes - adjusted		1	57		
		Refund fire insurance premium		18	00	19	57
						4,232	54

//

ORDER NISI LIBER 80 PAGE 471

Traders Savings & Loan Ass'n
of Baltimore City,
VERSUS
Lloyd Riley
and
Carrie Riley, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,866 Equity.

ORDERED, This 17 day of March 1954 That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of April next.

Filed 17 Mar, 1954 John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of May, 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin [illegible]
Judge.

Filed May 1954

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. 10,866 Equity
TRADERS SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY
Vs.
LLOYD RILEY And CARRIE RILEY His Wife.

Ordered, this 17th day of March, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 26th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 30, 1954

We hereby certify, that the annexed Order Nisi, Eq. 10,866 Auditor Account Lloyd Riley was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of April, 1954. The first insertion being made the 25th day of March, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

Filed 30 Apr, 1954.

No. M. G. 511

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IN THE MATTER OF	*	IN THE CIRCUIT COURT
MYRTLE D. ROGERS,	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY
	*	NO. 10,755 EQUITY

* * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Maurice F. Alton, as Father and next friend of Myrtle D. Rogers, widow, respectfully shows:

1. That your Petitioner is the father of Myrtle D. Rogers, widow, an adult, and resides at R. F. D. 1, Box 69, Annapolis, Maryland.

2. That the said Myrtle D. Rogers is thirty-six (36) years of age and is incompetent to manage her property by reason of mental disability caused by injuries sustained in an automobile accident on May 1, 1953, and is at present a patient at Spring Grove State Hospital, Catonsville, Maryland.

3. That the said Myrtle D. Rogers has a daughter, Roxie Dianne Rogers, age twelve (12) years, who is at present in the custody of your Petitioner.

4. That the said Myrtle D. Rogers is the owner in fee simple of approximately 1.87 acres of land and improvements situate on Generals Highway, Second Election District of Anne Arundel County, Maryland, valued at approximately Six Thousand Dollars ($6,000.00), subject to a first mortgage to First Federal Savings and Loan Association, Annapolis, Maryland, with the present balance due One Thousand Seven Hundred Eighty-seven Dollars and Forty-seven Cents ($1,787.47).

5. That the said Myrtle D. Rogers owns an automobile valued at approximately One Thousand Five Hundred Dollars ($1,500.00) at this time and is indebted on an installment note to the County Trust Company of Maryland with a present balance of Five Hundred Twenty-four Dollars and Twenty-eight Cents ($524.26).

Filed 22 June, 1953.

6. That the said Myrtle D. Rogers has an income from Social Security benefits in the amount of Seventy-two Dollars ($72.00) monthly.

7. That it is necessary that a Committee be appointed to handle the business affairs of the said Myrtle D. Rogers and to liquidate sufficient of her assets to defray the oustanding debts owed by her.

8. That your Petitioner files herewith the certificates of two physicians who have attended the said Incompetent within the ten days just preceding the filing of this Petition; said Certificates are marked Petitioner's Exhibits No. 1 and 2, and it is prayed that they be taken as a part hereof.

TO THE END, THEREFORE,

(a) That a Committee be appointed to take charge of and manage the property of the said Incompetent.

(b) That your Petitioner may have such other and further relief as his case may require.

May it please your Honors to pass an order directing that the said Myrtle D. Rogers, the alleged Incompetent, be summoned within ten days hereof, requiring that within the same time a copy of the summons, petition, and order of Court shall be left with some person in authority at the place where the alleged Incompetent now resides; setting down the Petition for hearing on or after fifteen days from the date of the Order; and allowing an appearance and answer at any time before or after the decree.

And as in duty bound, etc.

Maurice F. Alton

Maurice F. Alton, Petitioner

John H. Hopkins IV

Solicitor for Petitioner,
John H. Hopkins, IV,
15 School Street,
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of June, 1952, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Maurice F. Alton, Petitioner, and made oath in due form of law that the matters and things set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix

Notary Public

Petitioner's Exhibit No. 1

STATE OF MARYLAND, ✓ Baltimore 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 John P. Risley M.D. who made oath in due form of law that he is and has been for the past 3- years a licensed and practising physician in the State of Maryland, and that it is his opinion, from the opportunity of observation afforded him and judging from the conduct of the patient, that Myrtle D. Rogers is of unsound mind, and incapable of governing herself or of managing her estate; and that his examination of Myrtle D. Rogers has been conducted within the past ten (10) days. The ailment has been induced, in his opinion, by injuries to the brain sustained in an automobile accident and he is further of the opinion that the Patient's appearance before the Court as a witness or her presence at a hearing before the Court concerning her mental condition and capacity to manage her own estate, would be seriously detrimental to her both physically and mentally.

Filed 22 June, 1953.

John P. Risley M.D.
John P. Risley, M. D. Affiant

Sworn to before me, this 19th day of June, 1953.

B. Compton Graham
B. Compton Graham Notary Public
My commission expires May 2nd, 1955

B. COMPTON GRAHAM NOTARY PUBLIC

Petitioner's Exhibit No. 2

STATE OF MARYLAND, Baltimore 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 T. Glyne Williams, M. D. who made oath in due form of law that he is and has been for the past one years a licensed and practising physician in the State of Maryland, and that it is his opinion, from the opportunity of observation afforded him and judging from the conduct of the patient, that Myrtle D. Rogers is of unsound mind, and incapable of governing herself or of managing her estate; and that his examination of Myrtle D. Rogers has been conducted within the past ten (10) days. The ailment has been induced, in his opinion, by injuries to the brain sustained in an automobile accident and he is further of the opinion that the Patient's appearance before the Court as a witness or her presence at a hearing before the Court concerning her mental condition and capacity to manage her own extate would be seriously detrimental to her both physically and mentally.

Filed 22 June, 1953.

T. Glyne Williams

T. Glyne Williams, M. D. Affiant

Sworn to before me, this 19th day of June, 1953.

B. Compton Graham

B. Compton Graham Notary Public
My commission expires May 2nd, 1955

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LIBER 86 PAGE 476

IN THE MATTER OF	*	IN THE CIRCUIT COURT
MYRTLE D. ROGERS,	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY
	*	NO. 10,755 EQUITY

* * * * * * * * *

ORDER OF COURT

ORDERED, this 23rd day of June, 1953, by the Circuit Court for Anne Arundel County, sitting in Equity, that the Petition of Maurice F. Alton, as Father and next friend of Myrtle D. Rogers, be, and the same is hereby, set for hearing on the 8th day of July, 1953, at 10 o'clock a.m. provided that the said Myrtle D. Rogers, alleged Incompetent, shall be summoned to appear before the 6th day of July, 1953, and that a copy of the summons, Petition, and this Order be left with the Superintendent of Spring Grove State Hospital, Catonsville, Maryland, and it is further ORDERED that an appearance and answer will be allowed by the said Myrtle D. Rogers at any time before or after the decree.

Benjamin Michaelson
Judge

Filed 23 June, 1953.

LIBER 86 PAGE 477

IN THE MATTER OF *
MYRTLE D. ROGERS *
INCOMPETENT *
*

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 10,755 EQUITY

* * * * * * * * * *

INQUISITION

THIS INQUISITION, taken this 8th day of July, 1953, in the Circuit Court for Anne Arundel County, in Annapolis, Maryland, in virtue of the writ de lunatico inquirendo, executed out of the Circuit Court for Anne Arundel County upon the oaths of:

1. Herbert T. Giddings	7. Myra S. Moreland
2. Horace H. Frederick	8. William H. Kruse
3. Samuel B. Dove	9. Lester E. Fairall
4. W. P. Zimmerman	10. Helen R. Beckman
5. Louis A. Starling	11. James M. Bourke
6. Louis H. Mang	12. Mrs. Wilbur T. Shawn

good and lawful men of the County aforesaid, who, being sworn and charged upon their oaths to inquire into the question of the lunacy vel non of Myrtle D. Rogers, WITNESSETH:

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

And the Jurors aforesaid do also find that the said Myrtle D. Rogers is seized and possessed of certain real property, namely: approximately 1.87 acres of land and improvements consisting of a dwelling and outbuildings situate on Generals Highway, Second Election District of Anne Arundel County,

Filed 8th of July, 1953.

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Maryland, and an automobile valued at approximately One Thousand Five Hundred Dollars; nor do the aforesaid Jurors find that the said Myrtle D. Rogers hath, when in such unsound state of mind, alienated any part thereof.

And the Jurors aforesaid do also find that the nearest of kin to the said Myrtle D. Rogers is Roxie Dianne Rogers, age twelve (12) years, her daughter.

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

1. Herbert T. Giddings (SEAL)
2. Horace H. Frederick (SEAL)
3. Samuel B. Dove (SEAL)
4. W. P. Zimmerman (SEAL)
5. Louis A. Starling (SEAL)
6. Louis H. Mang (SEAL)
7. Myra S. Moreland (SEAL)
8. William H. Kruse (SEAL)
9. Lester E. Farrall (SEAL)
10. Helen R. Beckman (SEAL)
11. James M. Bourke (SEAL)
12. Mrs. Wilbur J. Shawn (SEAL)

LIBER 80 PAGE 479

IN THE MATTER OF	:	IN
	:	THE CIRCUIT COURT
MYRTLE D. ROGERS,	:	FOR
	:	ANNE ARUNDEL COUNTY
INCOMPETENT	:	No. 10,755 Equity

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

HEARING IN OPEN COURT BEFORE

HON. BENJAMIN MICHAELSON,

ASSOCIATE JUDGE,

July 8, 1953

Filed 8 July, 1953

Present:

Mr. John H. Hopkins, IV, Solicitor for Petitioner.

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

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Maurice F. Alton, pages 2, 3.

Dr. Glenn Williams, pages 3, 4, 5, 6.

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

(Mr. Hopkins)

1. State your name and address.

A. Maurice F. Alton, R.F.D. #1, Annapolis, Md.

2. Are you related to the person who is a party to this cause?

A. Yes, that is my daughter.

3. Where is Mrs. Rogers now?

A. At the Spring Grove Hospital.

4. Why is she there?

A. The first of May she had an automobile accident and had her skull fractured; she was injured.

5. As a result of that, she has been a patient at Spring Grove?

A. Yes, since the 20th of May.

6. What is Mrs. Rogers age?

A. I think about 36.

7. Is your daughter married?

A. No, she is a widow.

8. Does she have any children?

A. One child.

9. What age?

A. A girl, 12 years old.

10. Where is the child?

A. She is at my home.

11. You are taking care of her?

A. Yes.

12. Does Mrs. Rogers own any real estate?

A. Yes, she has a little piece of property on the General's Highway with a small dwelling with about two acres of ground. In my opinion it is worth about $6000.00; she also owns a car and I would say it is worth about $1500.

13. Is there any mortgage on the real estate?

A. Yes there is about $2000 on the home in the building and loan;

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I think there is a bank note for about $500 and there is a small obligation with the Lincoln Loan; outside of that I don't know of any big debts, only the hospital at Prince George's County and the doctor's bill over there have to be paid.

14. Did she have any income?

A. Yes, she has Social Security income , I think, of $70 or $72 a month.

15. That is for the support of herself and daughter?

A. Yes.

16. Is that from her husband's death?

A. Yes.

17. You have visited your daughter since the accident?

A. Yes.

18. From what you have seen of her, do you think she is capable of managing her own affairs?

A. I do not.

19. Do you feel that it is necessary that somebody be appointed by the Court to take over?

A. Absolutely.

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

(Mr. Hopkins)

1. State your name, address and occupation.

A. Glen Williams, Clinical Director Spring Grove State Hospital, which is also my address.

2. What is your experience in mental diseases?

A. About ten years experience working with mental disorders.

3. Have you recently had occasion to examine a patient by the name of Myrtle D. Rogers?

A. That's correct.

3. Is she now a patient at Spring Grove?

A. That's correct.

4. When did you last examine her?

A. I last interviewed her yesterday.

5. Will you tell the Court and Jury something about her injury and the prognosis of her condition?

A. On May 1 she was thrown from an automobile and sustained a basular skull fracture with an involvment of the facial nerve producing a facial paralysis on the right side. This was proved by x-ray. Until May 4 she was rather stuporous to the point of being in a coma part of the time. Following this she was noted by the doctors at the Prince Georges County General Hospital to be confused, disoriented, talking incoherently, apparently reacting to hallucinations and she was getting so noisy and disturbing to the hospital that she had to be transferred to Spring Grove Hospital. It was also thought by the doctors there that she sustained a laceration, that is a cut, of the brain itself; she was admitted to our hospital on May 22nd. At that time she was completely disoriented; she didn't know where she was, what time it was, who the people were and whatnot; she was in a pretty much disorganized state; she was very irritable, very talkative, very demanding; her emotions were not appropriate; she showed unusual gaiety; she was very hyperactive, distractable, restless and constantly demanding cigarettes; she seemed not to be able to realize that she had just finished a cigarette; she constantly demanded another one; she showed pretty much complete amnesia. This state of affairs continued for a few days when she was quite disturbed at times. It was necessary to seclude her from the other patients or wards. She showed amnesias which were very marked, particularly she showed amnesia during the accident and prior to the accident. There are also a great many memory defects, you might call a spotty amnesia, which, as those are beginning to clear up a little bit for her, she tries to fill in with falsification, when she isn't able to produce;

correct memory, she will try to fill in the gaps; these gaps she fills in are illogical, not relevant; she doesn't seem to be able to realize that is the case. In addition to confabulating these gaps in her memory at the present time she is also very suggestable, for example, if she atarted telling you something in reply to a question and you make a suggestion, she will pick up the suggestion immediately and use it to fill in her memory gap. At the present time, she is better oriented. She certainly knows where she is. She is able to recognize people and nurses and doctors. She isn't too well aware of just who the personalities are, but she does keep up with the day of the month and so forth; I suppose she has been asked so many times that she makes a point of finding out each day what day it is, but in general she does still show a great many amnesias, considerable memory loss which she does have to fill in by confabulation. There are also a great many delusions; these delusions are not fixed by any means, but they are usually rather absurd delusions; an example of one instance; she told me that her daughter was locked up in her home, was left there with pneumonia and was starving to death. Then a little later she told me her home had been nailed up, the porch had been nailed all over the doors and windows and whatnot. I wondered then how her daughter could be locked up in this home if that were the case. In order to make this logical, she then put it together that her daughter had been nailed up there to stay and so forth, which might give you some idea of how she thinks. Her diagnosis is Acute Brain Cendrome, a post traumatic injury to the brain, which has rendered her psychotic and insane. She also has a facial paralysis which is almost complete with the exception of some movement in the eyelid. It is a complete right facial paralysis; she has developed a caretitis, an inflammation of the eye, as a result of the paralysis. She constantly rubs and beats on her eye; she has been told repeatedly by nurses, doctors and others that she will injure the eye;

she doesn't seem to have the judgment of her memory to refrain from doing this and I fear we will have to eventually sew the eyelids together in order to protect her eye.

6. Do you feel Mrs. Rogers is capable of managing her own affairs?

A. I don't feel that she is.

7. Do you think in the future that she will recover from this?

A. I doubt it very much. She has shown some improvement in her overall confusion, but I don't believe her prognosis is good.

K.H.McC. $10.00

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LIBER 80 PAGE 485

IN THE MATTER OF	:	IN THE CIRCUIT COURT
MYRTLE D. ROGERS,	:	FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY NO. 10,755 EQUITY

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

ORDER CONFIRMING RETURN OF INQUISITION AND APPOINTING COMMITTEE

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

It is thereupon, this 8th day of July, 1953, by the Circuit Court for Anne Arundel County, in Equity, adjudged and ordered that the said inquisition be, and it is hereby confirmed.

And it is further ordered that John H. Hopkins II, and Maurice F. Alton be, and they are hereby appointed Committee of the person and estate of the said Myrtle D. Rogers with full power and authority to take charge of and manage her property and to assume the control of the person of the said Myrtle D. Rogers, under direction of this Court; but before the said John H. Hopkins II, and Maurice F. Alton shall proceed to act as such Committee shall give bond to the State of Maryland in the penalty of Eighty-five Hundred dollars, with sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of their duties as Committee.

Benjamin Michaelson
JUDGE

filed 8 July 1953.

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G 22086

GLOBE INDEMNITY COMPANY

No. 10,755 Equity

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Maurice F. Alton and John H. Hopkins, IV, as Principals, and the Globe Indemnity Company, a body corporate of the State of New York, duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, or its certain attorneys in the full and just sum of Eighty-five Hundred Dollars ($8,500.00), 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 8th day of July, 1953.

WHEREAS, by an Order of the Circuit Court for Anne Arundel County sitting as a Court of Equity, passed on the 8th day of July, 1953, in a cause therein pending "In the Matter of Myrtle D. Rogers, Incompetent", No. 10,755 Equity, the above bounden Maurice F. Alton and John H. Hopkins, IV, were appointed Committee of the person and estate of the said Myrtle D. Rogers, with full power and authority to take charge of and manage her property and to assume control of his person under the direction of said Court, upon their filing a bond in the penal sum of Eighty-five Hundred Dollars ($8,500.00) for the faithful performance of their duties as such Committee, and the approval of said bond.

Filed 8 July, 1953.

NOW, THEREFORE, THE CONDITION of the above obligation is such, that if the said Maurice F. Alton and John H. Hopkins, IV, shall duly account for whatever shall come into their hands as such Committee, and shall pay and apply the same from time to time as they may be directed by said Court, and shall obey such orders as the said Court may make in relation to 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.

TEST:

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

Maurice F. Alton (SEAL)
Maurice F. Alton

John H. Hopkins, IV (SEAL)
John H. Hopkins, IV

PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

Approved this 8 July, 1953.
John H. Hopkins, 3rd, Clerk

LIBER 80 PAGE 487

IN THE MATTER OF	:	IN
MYRTLE D. ROGERS,	:	THE CIRCUIT COURT
INCOMPETENT.	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. ~~10,575~~ Equity 10,755

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

TESTIMONY ON BEHALF OF THE PETITIONER

October 1, 1953

Filed 3 Oct, 1953

Present:

Mr. John H. Hopkins, IV, Solicitor for Petitioner.

Mr. Emanuel Klawans, Examiner.

Mrs Katharine H. McCutchan, Court Stenographer.

Witnesses:

Maurice F. Alton, pages 2, 3.

Royal H. Wigley, pages 3, 4.

Wilbur T. Shawn, pages 4, 5.

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

(Mr. Hopkins)

1. State your name and address.

A. Maurice F. Alton, R.F.D.#1, Annapolis, Md.

2. Myrtle D. Rogers is your daughter, is that correct?

A. Yes.

3. Does Mrs. Rogers own any real estate?

A. Yes.

4. What does it consist of?

A. It is a lot of ground on the General's Highway containing a fraction less than two acres of ground with a small house on it, with three rooms and bath and linen closet on the first floor and completed basement composing of kitchen below, running water, hot and cold.

5. Where is that property located?

A. On the General's Highway near Best Gate Road and the Defense Highway.

6. Are there any liens on the property?

A. Yes the Building Association mortgage and a bank note.

7. Is it true there are other obligations that have to be paid?

A. Yes.

8. What is your opinion of the value of the property?

A. I would say between $6000 and $6500.

9. Do you believe it is to the best interest of your daughter that this property be sold and the bills paid?

A. Yes. In order to meet her bills it would be best to sell it. She is not able to pay the bills and neither am I.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "There are other outstanding bills that have to be met since she has been hurt, the insurance and ~~xx~~ blue cross and quite a few

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little debts that have been paid by me.".

/Maurice F. Alton
Maurice F. Alton

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

(Mr. Hopkins)

1. State your name and address.

A. Royal H. Wigley, 15 School St., Annapolis.

2. What is your occupation?

A. I am semi-retired but I do appraisal work for the Enterprise Building and Loan Association.

3. How long have you been doing appraisal work?

A. Twenty-five years.

4. Are you familiar with property values in the Second Election District of Anne Arundel County?

A. Yes.

5. Are you familiar with the property owned by Mrs. Myrtle D. Rogers on the General's Highway?

A. Yes.

6. Did you make an inspection of this property?

A. Yes.

7. Of what does it consist?

A. It is a lot containing slightly less that two acres and a frame bungalow of German siding. I would say my valuation would be $5500.

8. Does it front on the highway?

A. Yes.

9. How much frontage does it have on the highway?

A. I would say about 90 feet.

10. Does it have running water and electricity?

A. Yes and it has a pipeless furnace.

11. Do you think the property could be sold to advantage at this time?

A. I think so; it is not a seasonal type property.

(Mr. Klawans)

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

Royal H. Wigley

Royal H. Wigley

Wilbur T. Shawn, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hopkins)

1. State your name and address.

A. Wilbur T. Shawn, 15 School Street , Annapolis.

2. What is your occupation?

A. Real Estate Broker.

3. How long have you been in real estate.

A. This is my fifth year now.

4. Are you familiar with real estate values in the Second Election District of Anne Arundel County?

A. I believe so, yes.

5. Have you done appraisal work in that vicinity?

A. Yes.

6. Are you familiar with the property owned by Mrs. Myrtle D. Rogers?

A. Yes.

7. Will you describe the property?

A. It is a small frame house on the General's Highway on a lot 80 feet in width, with three rooms on the first floor and bath, cellar that has been partitioned off for a couple of

rooms, a pump and a milk bar that is half finished on the outside. In the rear of the lot is a a marsh which would depreciate the property somewhat.

8. In your opinion what would you say would be the approximate value of this property?

A. I would say approximately $6000.

9. Do you think this would be a good time to sell it?

A. I think so; it is a year round house and I think it could be sold now.

(Mr. Klawans)

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

Wilbur T. Shawn

Wilbur T. Shawn

There being no further testimony desired on behalf of the Petitioner at this time, and no further testimony desired in his behalf, this testimony is now closed, and at the request of the Petitioner's Solicitor is returned to the Court.

Witness my hand and seal this 3rd day of October, 1953.

Emanuel Klawans (SEAL)
Examiner

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

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IN THE MATTER OF	*	IN THE CIRCUIT COURT
MYRTLE D. ROGERS,	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY
	*	NO. 10,755 EQUITY

* * * * * * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Maurice F. Alton and John H. Hopkins, IV, Committee of Myrtle D. Rogers, Incompetent, respectfully shows:

1. That your Petitioners are the duly qualified and acting Committee of the said Myrtle D. Rogers, Incompetent, by virtue of their appointment by this Court July 8, 1953.

2. That among the assets of the Incompetent is certain real property, consisting of a small dwelling and outbuildings situate on 1.87 acres of land, more or less, on Generals Highway, Second Election District, Anne Arundel County, Maryland.

3. That said real property is subject to the lien of a first mortgage to First Federal Savings and Loan Association with a present balance due of

4. That the personal estate of the said Myrtle D. Rogers is insolvent and your Petitioners do not have any funds in their hands belonging to the said Incompetent with which to pay the mortgage on the said real property; that said property is unoccupied and is not presently producing any income.

5. That your Petitioners believe it would be to the best interest of the said Incompetent that the real property be sold and a portion of the proceeds used to pay the indebtedness of the estate.

WHEREFORE, your Petitioners pray this Court to issue an Order authorizing them to sell said real property at a public or private sale for the best price obtainable.

AND as in duty bound, etc.

Maurice F. Alton

Maurice F. Alton

John H. Hopkins, IV

John H. Hopkins, IV

COMMITTEE OF MYRTLE D. ROGERS, INCOMPETENT

Filed 5 Oct, 1953.

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ORDER OF COURT

This cause standing ready for hearing on the aforesaid Petition, testimony was taken and the proceedings read and considered.

It is thereupon this 6th day of October, 1953, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the property mentioned in the Petition be sold and that the course and manner of the said Committee's proceedings shall be as follows: They shall, before making said sale, give at least three weeks' notice by advertisement, inserted in some newspaper published in the County of Anne Arundel, as they shall think proper, of the time, place, manner and terms of sale, which terms shall be Five Hundred Dollars ($500.00) cash at time of sale and the balance of the purchase price upon ratification of the sale by this Court and to bear interest from the day of sale, and as soon as may be convenient, after such sale, the said Committee shall return to this Court a full and particular account of their proceedings, with the usual affidavit annexed thereto, of the truth thereof, and of the fairness of said sale; and on the payment of the whole purchase money, and not before, the said Committee shall, by a good and sufficient deed, to be executed and acknowledged according to law, convey to the purchaser or purchasers thereof, his, her or their heirs, and assigns, the property and estate to him, her or them sold, free and clear from all claim, incumbrance or demand of any kind whatsoever; and the said Committee shall hold the fund so received from said sale subject to the order of this Court, as to the disbursing or investing of the same, in whole or part, after first deducting the costs of this proceeding and of said sale, and such commission to the said Committee as this Court shall think proper to allow.

Benjamin Michaelson
Judge

Filed 6 Oct., 1953.

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LIBER 86 PAGE 494

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

COMMITTEE'S SALE

OF VALUABLE

REAL ESTATE

SITUATE ON THE WEST SIDE OF GENERAL'S HIGHWAY, APPROXIMATELY 1,100 FEET NORTH OF DEFENSE HIGHWAY, SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, ZONED HEAVY COMMERCIAL.

By virtue of the power and authority vested in them by a Decree of the Circuit Court for Anne Arundel County in a cause entitled, "In the Matter of Myrtle D. Rogers, Incompetent," No. 10,755 Equity, Maurice F. Alton and John H. Hopkins, IV, Committee, will offer at public sale at the Court House Door, Annapolis, Maryland, on

TUESDAY, NOVEMBER 10, 1953

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

Sold 10 Nov, 1953.

all that lot or parcel of ground containing 1.87 acres, more or less, with a frontage of 80 feet, more or less, on General's Highway, and as described in a mortgage dated April 30, 1952, and recorded in Liber J. H. H. 679, folio 70, of the Land Records of Anne Arundel County, from Myrtle D. Rogers, widow, to First Federal Savings and Loan Association.

This property is improved by a six-room, modern bungalow, and a partially completed concrete block highway stand.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time of sale, balance to bear interest at 6 per cent and to be paid in cash upon ratification of the sale by the Circuit Court for Anne Arundel County; taxes and other public charges shall be adjusted to date of sale, the cost of all documentary stamps to be borne by the purchaser.

The Committee reserves the right to reject any and all bids.

For further particulars concerning this property you may refer to

MAURICE F. ALTON,
R. F. D. 1, Annapolis, Maryland,

or

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

Committee.

PURCHASER'S AGREEMENT

I hereby certify that I have this 10th day of November, 1953, purchased the property mentioned in these proceedings from Maurice F. Alton and John H. Hopkins, IV, Committee of Myrtle D. Rogers, Incompetent, for the sum of Four Thousand Eight Hundred and no/100 ——— Dollars, and I hereby agree to comply with the terms of sale.

Witness my hand and seal.

TEST: John H. Hopkins IV

Carsten Charles Harms (SEAL)
Purchaser

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 10th day of November, 1953, sold the property mentioned in these proceedings to Carsten Charles Harms for the sum of Four Thousand Eight Hundred and no/100 Dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST: John H. Hopkins IV

George W. Scible (SEAL)
George W. Scible, Auctioneer

Filed 10 Nov., 1953.

IN THE MATTER OF	*	IN THE CIRCUIT COURT
MYRTLE D. ROGERS,	*	FOR
INCOMPETENT	*	ANNE ARUNDEL COUNTY
	*	NO. 10,755 EQUITY

* * * * * * * * * *

REPORT OF SALE

OF

REAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Maurice F. Alton and John H. Hopkins, IV, Committee of Myrtle D. Rogers, Incompetent, respectfully shows:

That, whereas by a certain Decree of the Circuit Court for Anne Arundel County, dated October 6th, 1953, and passed in a cause in said Court pending entitled "In the Matter of Myrtle D. Rogers, Incompetent", No. 10,755 Equity, the said Maurice F. Alton and John H. Hopkins, IV, Committee, were authorized to sell the property described in said proceedings; and whereas the said Maurice F. Alton and John H. Hopkins, IV, Committee in pursuance of the power and authority vested in them by said Decree, having given bond as security for the faithful performance of their trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a daily newspaper published in Anne Arundel County, for three successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said Decree as required by law, did, by virtue of the power of sale contained in said Decree, and pursuant to said notice, attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, November 10th, 1953, at eleven o'clock A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Committee offered at public sale to the highest bidder the property mentioned in said Decree, and being more particularly described as follows:

Filed 10 Nov., 1953.

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BEGINNING FOR THE SAME at an iron pipe now set on the West side of Generals Highway leading from Three Mile Oak towards Iglehart's Station, said iron pipe and place of beginning being at the Southeast corner of a lot of ground heretofore conveyed by Anne E. D. Sellman to Elizabeth M. Wagner, by deed dated February 21, 1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 86, Folio 186; thence running from the beginning point so fixed, leaving the aforesaid Generals Highway, and with the South line of the above mentioned conveyance to Elizabeth M. Wagner, due West 1213.57 feet to another iron pipe now set on the East line of Lot No. 6 as shown on a Plat of the subdivision of the property of the aforesaid Miss Anne E. D. Sellman, made by Walter C. Munroe, February, 1922, and recorded among the Plat Records of Anne Arundel County in Plat Book W.M.B. 1, Folio 31, of which the lot now being described is also a part of said subdivision; thence leaving the conveyance to the aforesaid Elizabeth M. Wagner and running with part of said East line of Lot No. 6 due South 190 feet to another iron pipe heretofore set at the Northwest corner of Lot No. 11, as laid out on the aforesaid plat, which was conveyed to James E. Homberg and wife by the said Anne E. D. Sellman, by deed dated May 20, 1926, and recorded among the aforesaid Land Records in Liber W. M. B. 34, Folio 392; thence leaving said last line of Lot No. 6 and running with the North line of the last mentioned conveyance to the said James E. Homberg, due East 1222.0 feet, more or less, to the West side of the first mentioned Generals Highway; thence leaving the line of the conveyance to James E. Homberg and running along the West side of said Generals Highway Northerly 190.0 feet, more or less, to the place of beginning. Containing 5.3 acres of land, being part of lot No. 12 on the aforesaid Plat. Being the same property which was conveyed to William H. Rogers and Myrtle D. Rogers, his wife, by James E. Homberg and Janie S. Homberg, his wife, by deed dated November 17, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 173, Folio 218; the said William H. Rogers having since departed this life, leaving the said Myrtle D. Rogers the survivor and sole owner of said property. SAVING AND EXCEPTING, THEREFROM: (1) All that parcel of ground containing 0.872 Acres which was conveyed by the said William H. Rogers and Myrtle D.

Rogers, his wife, to Windsor F. Burdette and Nina E. Burdette, his wife, by deed dated July 29, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 421, Folio 137; subject to the use in common of a 30 foot right of way referred to in said deed; (2) All that parcel of land containing 2.55 Acres, more or less, which was conveyed by the said William H. Rogers and Myrtle D. Rogers, his wife, to Windsor F. Burdette and Nina E. Burdette, his wife, by deed dated November 22, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. 502, Folio 232; and (3) All that parcel of ground containing 0.53 Acres which was conveyed by said Myrtle D. Rogers, widow, to Walter W. Riggins and Daisy Riggins, his wife, by deed dated July 20, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. 633, Folio 480, together with the use in common of an easement area as shown on the Plat recorded with said Deed in Liber J.H.H. 633, Folio 482.

And the said Committee sold the above-described property to

Carsten Charles Harms * for the sum of Four Thousand Eight Hundred Dollars ($4,800.00)* * * * * * * * * * * * * * * * * being at that sum the highest bidder therefor, and said purchaser has complied with the terms of sale.

Respectfully submitted,

Maurice F. Alton

John H. Hopkins, IV,

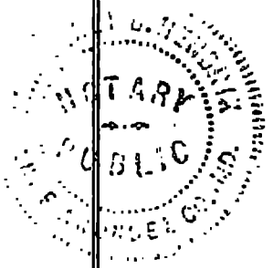
COMMITTEE OF MYRTLE D. ROGERS, INCOMPETENT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of November, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Maurice F. Alton and John H. Hopkins, IV, Committee of Myrtle D. Rogers, Incompetent, and made oath in due form of law that the matters and things set forth therein are true to the best of their

knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.



Margaret B. Hendrix, Notary Public

LIBER 86 PAGE 500

ORDER NISI

In The Matter Of

Myrtle D. Rogers,
Incompetent

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,755 Equity

Filed 10 Nov., 1953.

Ordered, this 10 day of November, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Maurice F. Alton and John H. Hopkins, IV, Committee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15 day of December next.

The report states that the amount of sales to be $ 4,800.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

In The Matter Of

Myrtle D. Rogers,
Incompetent

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 17 Dec., 1953.

ORDERED BY THE COURT, This 17 day of December, 1953, that the sale made and reported by the ~~Trustee~~ Committee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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LIBER 86 PAGE 501 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., Dec. 15, 1953

We hereby certify, that the annexed

Order Nisi - Sale.

Eq. 10755.

Myrtle D. Rogers.

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 15th day of Dec., 1953. The first insertion being made the 13th day of Nov., 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Wilgus

No. E. C. .....

Filed 17 Dec., 1953

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,755 Equity

In The Matter Of MYRTLE D. ROGERS, Incompetent.

Ordered, this 10th day of November, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by Maurice F. Alton and John H. Hopkins, IV, Committee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of December next.

The report states that the amount of sales to be $4,800.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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LIBER 86 PAGE 502

In the Case of

In the Matter of
Myrtle D. Rogers,
Incompetent
~~Vs~~

In the

Circuit Court

For

Anne Arundel County

No. 10,755 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 15 Feb., 1954

February 15, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. In the Matter of Myrtle D. Rogers, Incompetent in ac.

To Committee for Commissions, viz:			
On proceeds sale of real estate		175 04	
On proceeds sale of personalty		77 50	
On income of $455.70 (@6%)		27 34	
			279 88
To Committee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee		10 00	
Clerk of Court - Court costs		51 00	
Gilbert G. Miller - Sheriff's costs		1 90	
Emanuel Klawans - Examiner's fee		10 00	
Katharine McCutchan - Stenographer's fees		15 00	
Auditor - stating this account		36 00	123 90
To Committee for Expenses, viz:			
Capital-Gazette Press - advertising sale of car		13 14	
Capital-Gazette Press - handbills (car)		9 59	
Capital-Gazette Press - (order nisi-car)		8 00	
George W. Scible - auctioneer's fee "		10 00	
Globe Indemnity Co. - bond premium		52 50	
Capital-Gazette Press - advertising sale or real estate		37 52	
Capital-Gazette Press - handbills - "		8 81	
Capital-Gazette Press - order nisi (sale)		8 00	
Capital-Gazette Press - order nisi (acct)		6 00	
George W. Scible - auctioneer's fee		50 00	
One-half Federal documentary stamps		2 75	
One-half State documentary stamps		2 75	
John H. Hopkins, IV - fee for legal services rendered (Order 1/28/54)		200 00	
Margaret B. Hendrix - notary fees		3 00	412 16
To Committee for Liens, viz:			
Marbert Motors - conditional sales lien on auto and service acct.		685 15	
Maurice F. Alton - reimbursement for payments on account lien (Order 10/1/53)		146 37	
First Federal Savings & Loan Ass'n - in full payment mortgage on real estate		1,850 98	
Clerk of Court - recording release mortgage		75	
County Trust Co. of Maryland - in full payment judgment claim, viz:			
Debt	$ 524.28		
Interest	11.05		
Court costs	15.50		
Attorney's fee	52.43		
		603 26	3,286 51

LIBER 80 PAGE 504

To Committee for Reimbursement of Maurice F. Alton for payments made by him on behalf of incompetent (Order 1/28/54) viz:		
Home Friendly Ins. Co. -life ins. premiums	4 37	
Field's Kiddie Bazaar - clothing	10 16	
Miller's Department Store - clothing	7 49	
Blue Cross Hospital Service,Inc- premium	13 50	
H. G. Trueman - bottled gas	3 06	
Dr. M. Klawans - professional services	4 00	
Dr. George C. Basil - professional services	15 00	
Dr. R. S. G. Welch -professional services	20 00	
McNelly Optical Co. - eye glasses	16 00	
WestEnd Pharmacy - medicine	1 28	
Greengold's - clothing	6 07	
		100 93
To Committee for Claims Filed, viz:		
Montgomery Ward & Co. - merchandise	49 39	
Dr. T. Glyne Williams - examination and testimony	45 00	
Dr. John P. Risley - examination	10 00	
B. Compton Graham - notary fees	1 00	
Lincoln Loan Service, Inc.- promissory note ($300.00) plus interest $92.40	392 40	
Dr. Harvey H. Ammerman - professional services	175 00	672 79
BALANCE IN HANDS OF COMMITTEE	1,975 97	1,975 97
		6,852 14

33

with Maurice F. Alton and John H. Hopkins, IV., Committee Cr.

1953				
July	8	Proceeds sale of deep freeze chest (Order of 7/20/53)	125 00	
		Proceeds sale of Pontiac car (Order of 7/23/53)	1,425 00	1,550 00
Oct.	6	Proceeds of sale of real estate	4,800 00	
		Interest on deferred payment	34 79	4,834 79
		Social Security check	36 00	
		Farm Bureau Insurance Co. - proceeds settlement of claim for medical expenses	419 70	455 70
		Refund 1953 State and County taxes	6 12	
		Refund fire insurance premium (51 days)	5 53	11 65
				6,852 14

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LIBER 86 PAGE 506

ORDER NISI

In the Matter of

Myrtle D. Rogers,

~~VERSUS~~

Incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,755 Equity.

ORDERED, This 15 day of February, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of March next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of March, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 24 Mar., 1954 Filed 15 Feb., 1954

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

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CERTIFICATE OF PUBLICATION

Annapolis, Md., Mar. 23, 1954

We hereby certify, that the annexed Order Nisi Aud. Acct. Eq. 10,755. Myrtle D. Rogers was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of March, 1954. The first insertion being made the 17th day of February, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,755 Equity

In The Matter Of MYRTLE D. ROGERS, Incompetent.

Ordered, this 15th day of February, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of March next.

JOHN F. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-3

Filed 23 Mar., 1954

Filed

No. E. C. .....

36

LIBER 80 PAGE 507

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 10,864

Cleed L. Gallion, and
Mabel Gallion, his wife,
Severn Chapel Road, Severn, Maryland,

PLAINTIFFS

VS.

The Aladdin Realty and Home Builders Corporation,
a defunct corporation,
William V. Warshaw, its last named President,
Solomon Warshaw, its last named Secretary,
As surviving directors and Trustees,
and
William E. Warshaw, its last named Resident Agent,
2450 Keyworth Avenue, Baltimore City, Md.
And all persons having or claiming to have any
interest in the property known as

Lots 5, 10, 11, 12 and 13, Block "A-E"
COLONIAL PARK, 4th Election District of
Anne Arundel County, Maryland.

BILL OF COMPLAINT

To The Honorable, The Judges of Said Court:

The Plaintiffs, complaining, say:

1. By deed, dated September 17, 1946, the County Commissioners of Anne Arundel County conveyed to Cleed Gallion Lot No. 5, Section "A-E" COLONIAL PARK, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-8, Plat Nos. 339 and 340, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 379, folio 424, a certified copy of said deed is filed herewith, marked Plaintiffs' Exhibit No. 1, and prayed to be taken as a part hereof.

2. By deed, dated January 26, 1944, the County Commissioners of Anne Arundel County conveyed to Clifton Case and Gladys Case, his wife, Lots Nos. 10, 11, 12 and 13, Block "A-E" COLONIAL PARK, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod D-8, Plat Nos. 339 and 340, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 298, folio 298, a certified copy of said deed is filed herewith, marked "Plaintiffs' Exhibit No. 2, and prayed to be taken as a part hereof. By mesne conveyances said property became vested in Cleed L.

Filed 17 Nov., 1953.

Gallion, one of the Plaintiffs herein.

3. The County Commissioners of Anne Arundel County acquired their interest in and to the property described in said deeds by purchase at public sale of said lots, together with others, sold by C. Albert Hodges, County Treasurer, on July 28, 1932 to the County Commissioners of Anne Arundel County, for the sum of Three ~~Dollars~~ Thirty-~~five~~ Cents ($3.35)~~--~~. On October 28, 1953, Joseph H. Griscom, Senior, present Treasurer of Anne Arundel County issued Certificate of Tax Sale No. 2059 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 89-I of the Annotated Code of Maryland (1943 Supplement), as Amended. Said certificate by proper assignment was transferred to the Plaintiffs herein on November 17TH, 1953. Said certificate is attached hereto, marked"Plaintiffs' Exhibit No. 3" and prayed to be taken as a part hereof.

4. The property mentioned in said Certificate is identically the same property more particularly described in the aforementioned deeds from the County Commissioners of Anne Arundel County to said Cleed L. Gallion and Clifton Case and Gladys Case, his wife. By mesne conveyances said property covering lots 10, 11, 12 and 13, Block "AE" Colonial Park became vested in Cleed L. Gallion, one of Plaintiffs herein, as by reference to the deed, dated August 19, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 380, folio 290, &c., will more fully appear.

5. On July 28, 1932, the date of the sale by the Collector and Treasurer of said lots, Lots 5, 10, 11, 12 and 13, Block "AE" COLONIAL PARK were assessed to The Aladdin Realty and Home Builders Corporation, and were, in fact, owned by it on that date. According to the Land Records of Anne Arundel County and the Equity Records of Anne Arundel County, the title to said lots was still vested in the aforesaid The Aladdin Realty and Home Builders Corporation on the date of the tax sale mentioned in said certificate. The State Tax Commission of the State of Maryland by a letter attached hereto, marked "Plaintiffs' Exhibit No. 4" and prayed to be taken as a part hereof, stated that the charter of The Aladdin Realty and Home Builders Corporation was forfeited on February 10, 1933, for non-payment of taxes, and the last named resident agent of the said Corporation was William E. Warshaw, 2450 Keyworth Avenue , Baltimore, Maryland.

6. To redeem the property of the Aladdin Realty and Home Builders Corporation it is necessary for the Defendants to pay the sum of Three Dollars Thirty-five cents ($3.35--) with interest from July 28, 1932, all taxes, interest and penalties accruing subsequent to the day of sale and for reimbursement due the Plaintiffs under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland (1943 Supplement) as Amended.

7. Said property has not been redeemed by any party of interest although more than one year from date of said sale has expired.

8. The Plaintiffs pray for process directed to the above named Defendants at the last known address known to Plaintiffs: 2450 Keyworth Avenue, Baltimore, Maryland. A copy of this Bill of Complaint has been mailed to the aforesaid Defendants, The Aladdin Realty and Home Builders Corporation, William E. Warshaw, Solomon Warshaw and William E. Warshaw, at the aforesaid address.

9. The Plaintiffs pray for an Order of Publication directed to all parties of interest.

10. The Plaintiffs pray the Court to pass a final decree foreclosing all rights of redemption of the Defendants in and to the property.

And as in duty bound, etc.

Cleed L. Gallion
Cleed L. Gallion

Mabel Gallion
Mabel Gallion

Frankie Wilson
Frankie Wilson, Solicitor for Plaintiffs
25 Baltimore-Annapolis Boulevard, N. W.,
Glen Burnie, Maryland.

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, That on this 16TH day of November, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~Anne~~ Baltimore County, personally appeared Cleed L. Gallion and Mabel Gallion, his wife, the Plaintiffs in the foregoing Bill of Complaint, and made oath in due form of law that the matters and facts set forth in the same are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Ernest J. Hesse
ERNEST J. HESSE Notary Public

NOTARY PUBLIC

Plaintiffs Exhibit No. 1

(NO STAMPS REQUIRED)

THIS DEED, made this 17th day of September, 1946, by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, GRANTOR, and Cleed Gallion, party of the second part, GRANTEE, of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of TEN DOLLARS and for other good and valuable considerations paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Cleed Gallion, his heirs and assigns in fee simple, all that lot or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and designated as LOT NUMBER FIVE (5) Block A-E at Colonial Park.

BEING the same property which was conveyed to the said party of the first part by C. Albert Hodges and dated April 30, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 164, folio 103.

TOGETHER WITH the buildings and improvements thereon erected, made or being, and all and every, the rights, roads, waters, ways, privileges, appurtenances and advantages 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 Cleed Gallion, his heirs and assigns in fee simple.

WITNESS the signature of John J. Levay, 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: (CORPORATE SEAL)
R. Harry Arnold,
Clerk.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY a body corporate
By John J. Levay, President

4 Filed 17 Nov., 1953.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of September, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) Katharine H. McCutchan (SEAL)

Notary Public.

Recorded Sept. 20th 1946 at 2-30 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 379 Folio 424 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 17th day of November, 1953.

John N. Hopkins 3rd.

John H. Hopkins, 3rd., Clerk

Plaintiffs Exhibit No. 2

THIS DEED, made this 26 day of January, 1944, by and between the County Commissioners of Anne Arundel County, a body corporate, of the first part, grantor, and Clifton Case and Gladys Case, his wife, of the second part, grantees,

WITNESSETH, that for the sum of five dollars and other valuable considerations paid by the grantees to the grantor, receipt of which is hereby acknowledged, the County Commissioners of Anne Arundel County, a body corporate, has bargained and sold and by these presents does grant and convey unto Clifton Case and Gladys Case, his wife, their heirs and assigns, as tenants by entireties, all of the said grantor's right, title and estate, at law or equity, in and to all those parcels of land in the Fourth Election District of Anne arundel County, Maryland, known and designated as lots numbers ten (10), eleven (11), twelve (12), and thirteen (13), of Block "AE" as shown on the plat of Colonial Park recorded among the plat records of said County in Cabinet 2 Rod D8 Plat number 339.

BEING a part of the same property that was conveyed by C. Albert Hodges, late County Treasurer, to the County Commissioners of Anne Arundel County, by deed dated April 30, 1937, recorded among the land records of said county in Liber F.A.M. No. 164, folio 103 et seq.

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

TO HAVE AND TO HOLD the above described property unto the proper use and benefit of the said Clifton Case and Gladys Case, his wife, their heirs and assigns, the survivor of them, the heirs and assigns of the survivor of them, as tenants by entireties.

WITNESS the hand and seal of the grantor.

ATTEST:

R. HARRY ARNOLD

SECRETARY

(CORPORATE SEAL)

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY JOHN J. LEVAY (SEAL)

PRESIDENT

Filed 17 Nov., 1953.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this 26 day of January, 1944, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and he did acknowledge the foregoing deed to be the act of said body corporate.

Witness my hand and notarial seal.

(NOTARIAL SEAL) THEODORE T. PANTALEO

NOTARY PUBLIC

Recorded 26th Jany. 1944 at 2:40 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing is a true copy of deed taken from Liber J.H.H. No. 298 Folio 298 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereby set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 17th day of November, 1953.

John H. Hopkins 3rd

John H. Hopkins, 3rd., Clerk

PLAINTIFF'S EXHIBIT No 3 LIBER 86 PAGE 514

2059

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr., Successor to C. A. Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ June 28, 1932, I sold to A A Co Comm. at public auction for the sum of 3 Dollars and 35 Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 5-10-11-12-13 Blk A C Colonial Park - Out of 500 Lots of land more or less, fourth District A. A. Co.

and assessed to Aladdin Realty & Home Bldgs.

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 .....; 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 28 day of October 1953

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 28 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Jos. 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.

See opposite side for assignment

My Commission Expires May 2, 1955

Plaintiffs' Exhibit No 3

Filed 17 Nov, 1953

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

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Annapolis, Maryland, November , 1953

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County does hereby assign the within certificate of tax sale unto
Cleed L. Gallion & Mabel Gallion, his wife.

AS WITNESS the signature of Ralph Lowman, President of said body corporate and its corporate seal, as attested by

ATTEST:

Lucy F. Lockard
Clerk

County Commissioners of Anne Arundel County

By Ralph L Lowman
Ralph L. Lowman, President.

(CORPORATION SEAL)

approved
MRA

LIBER 80 PAGE 516

To be filed with Equity Case No.
Cleed L. Gallion and Mabel Gallion, his wife, Vs. The Aladdin Realty and Home Builders Corporati , et als.

PLAINTIFF'S EXHIBIT NO. 4
STATE OF MARYLAND

STATE TAX COMMISSION

31 LIGHT STREET
BALTIMORE-2

COMMISSIONERS
DEELEY K. NICE
CHAIRMAN
OWEN E. HITCHINS
JOHN WOOD LOGAN

ALBERT W. WARD
SECRETARY

November 16, 1953.

Mr. Frankie Wilson,
1000 Hammonds Ferry Road,
Linthicum Heights, Md.

Dear Sir:

In answer to your letter dated November 10, be advised that the charter of ALADDIN REALTY & HOME BUILDERS CORPORATION was forfeited on February 10, 1933 and the resident agent at that time was William V. Warshaw, 2450 Keyworth Ave., Baltimore, Md.

Very truly yours,

STATE TAX COMMISSION OF MARYLAND

Charles A. Bartgis

Charles A. Bartgis

CAR-kk

Filed 17 Nov., 1953.

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LIBER 86 PAGE 517

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY No. 10,864

Cleed L. Gallion, and
Mabel Gallion, his wife,
Severn Chapel Road, Severn, Maryland,

Plaintiffs

Vs.

The Aladdin Realty and Home Builders Corporation,
a defunct corporation,
William V. Warshaw, its last named President,
Solomon . Warshaw, its last named Secretary,
As surviving directors and Trustees,
and
William E, Warshaw, its last named Resident Agent,
2450 Keyworth Avenue, Baltimore, Maryland,
~~[illegible] Baltimore, Maryland,~~

AND all persons having or claiming to have any interest in the property known as

Lots 5, 10, 11, 12 and 13, Block "A-E"
COLONIAL PARK, 4th Election District Anne
Arundel County, Maryland.

ORDER OF PUBLICATION

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

Lots 5, 10, 11, 12 and 13, Block "A-E" COLONIAL PARK, as shown on plat filed among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-8, Plat No. 339.

The Bill states, among other things, that the County Commissioners of Anne Arundel County conveyed to Cleed Gellion Lot No. 5, Section "A-E" Colonial Park, which deed is recorded among the land records of Anne Arundel County in Liber J.H.H. No. 379, folio 424, a certified copy of which is filed with said Bill.

The Bill further states that the County Commissioners of Anne Arundel County deeded on January 26, 1944, to Clifton Case and Gladys Case, his wife, lots Nos. 10, 11, 12 and 13, Block "A-E" Colonial Park, which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 298, folio 298, a certified copy of which is attached to said Bill, and by mesne conveyances said property became vested in Cleed L. Gallion.

The Bill further states that the County Commissioners of Anne Arundel County acquired title to the property aforesaid by purchase at public sale of said lots, together with pthers, sold by C. Albert Hodges, County Treasurer, on July 28, 1938, for the sum of $3..35 . That on October 28, 1953, Joseph H. Griscom, Senior, present Treasurer for Anne Arundel County issued Certificate

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Filed 17 Nov., 1953.

of Tax Sale No. 2059 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 89-I of the Annotated Code of Maryland, which certificate has been assigned to the Plaintiffs herein.

The Bill further states that the property mentioned in said Certificate is identical to that described in deeds from the County Commissioners of Anne Arundel County to Cleed Gallion and Clifton Case and wife, and that said property was assessed to The Aladdin Realty and Home Builders Corporation on the date of said sale and according to the Land Records and Equity Records of Anne Arundel County title was vested in Aladdin Realty and Home Builders Corporation; that letter from State Tax Commission of Maryland is attached to said Bill, stating that the Aladdin Realty and Home Builders Corporation forfeited its charter on February 10, 1933, for non-payment of taxes.

The Bill further states that the amount necessary for redemption of the property has not been paid, although more than a year from the date of sale has expired.

IT IS THEREUPON, this 17 day of November, 1953, by the Cirouit Court for Anne Arundel County, in Equity, ORDERED, that notice by publication be given by insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four conseoutive weeks, warning all parties interested in said property to be and appear in this Court by the 27 day of January, 195#, and redeem the property and answer the Bill or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs a title free and olear of all encumbrances.

John H. Hopkins, 3rd, Clerk

LIBER 80 PAGE 519

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY NO. 10,864

Cleed L. Gallion, and
Mabel Gallion, his wife,
Severn Chapel Road, Severn, Maryland,

Plaintiffs

VS.

The Aladin Realty and Home Builders Corporation,
a defunct corporation,
William V. Warshaw, its last named President,
Solomon Warshaw, its last named Secretary,
As surviving directors and Trustees,
and
William E. Warshaw, its last named Resident Agent,
2450 Keyworth Avenue, Baltimore, Maryland,

And all persons having or claiming to have any
interest in the property known as
Respondents
Lots 5, 10, 11, 12 and 13, Block "A-E"
COLONIAL PARK, 4th Election District of
Anne Arundel County, Maryland.

A F F I D A V I T

STATE OF MARYLAND, BALTIMORE - -COUNTY, To Wit:

I HEREBY CERTIFY, That on this 30th day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore -- County, personally appeared Frankie Wilson, who being duly sworn according to law, deposed and said as follows:

1. That she is the solicitor for the Plaintiffs in the above entitled case.

2. That before filing the Bill of Complaint in the above entitled case an effort was made to determine the present status of the Corporation Respondent

3. That the last named address of The Aladdin Realty and Home Builders Corporation, as shown by the Tax Roll of Anne Arundel County was 4 East Redwood Street, Baltimore, Maryland; that the Deponent learned of another address for the Aladdin Realty and Home Builders Corporation, to wit: 205 West Redwood Street, Baltimore, Maryland.

4. That the State Tax Commission by a letter attached to the Bill of Complaint, marked Complainants' Exhibit No. 4, certified that the charter of the aforesaid corporation was forfeited on February 10, 1933, for non-

Filed 2 Feb., 1954.

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payment of taxes, and that the last named address of said corporation and William E. Warshaw, its Resident Agent, was 2450 Keyworth Avenue, whereupon this deponent had the postoffice department of Baltimore City re-address letters sent to:

The Aladdin Realty and Home Builders Corporation,
4 East Redwood Street, Baltimore - 2 - Maryland,

Mr. Solomon Warshaw, Secretary,
The Aladdin Realty and Home Builders Corporation,
4 East Redwood Street, Baltimore - 2 - Maryland,

Mr. William V. Warshaw, President,
The Aladdin Realty and Home Builders Corporation,
205 West Redwood Street, Baltimore - 1 - Maryland,
and
William E. Warshaw, Resident Agent,
The Aladdin Realty and Home Builders Corporation,
205 West Redwood Street, Baltimore - 1 - Maryland,

to 2450 Keyworth Avenue, Baltimore - 15 - Maryland, all of which letters were returned, marked "unknown at this address," and which registered letters are filed herewith, marked "Complainants' Exhibit No. 5."

5. That summons were issued to the aforesaid address of 2450 Keyworth Avenue, Baltimore, Maryland, and were returned "non est".

6. That telephone and city directories have been checked, and individual telephone calls made to persons of similar names, in an effort to ascertain the personal whereabouts of said corporate officers, and your affiant knows of no other addresses for the Respondents.

7. That letters containing a copy of the Bill of Complaint were mailed to the Respondents at their last known addresses and said letters were returned because of non-delivery, which said letters have been filed with the Clerk of this Honorable Court.

AS WITNESS my hand and Notarial Seal.

Frankie Wilson
Frankie Wilson - Affiant

Ernest J. Hesse
Ernest J. Hesse, Notary Public.

ERNEST J. HESSE NOTARY PUBLIC BALTIMORE, MD.

EQUITY 10,864

LIBER 86 PAGE 521

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY,
IN EQUITY 10,864

CLEED L. GALLION and MABEL GALLION, his wife, Severn Chapel Road, Severn, Maryland, PLAINTIFFS

Vs.

THE ALADDIN REALTY AND HOME BUILDERS CORPORATION, a defunct corporation

WILLIAM E. WARSHAW, its last named President, SOLOMON WARSHAW, its last named Secretary,

And

WILLIAM E. WARSHAW, its last named Resident Agent, 2450 Keyworth Avenue—Baltimore, Maryland,

AND all persons having, or claiming to have any interest in the property known as

Lots 5, 10, 11, 12 and 13, Block "A-E" COLONIAL PARK, 4th Election District, Anne Arundel County, Md., DEFENDANTS.

ORDER OF PUBLICATION

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

Lots 5, 10, 11, 12 and 13, Block "A-E" COLONIAL PARK, as shown on plat filed among the Plat Records of Anne Arundel County in Cabinet No. 2, Rod D-8, Plat No. 330.

The Bill states, among other things, that the County Commissioners of Anne Arundel County conveyed to Cleed Gallion Lot No. 5, Section "A-E" Colonial Park, which deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 370, folio 424, a certified copy of which is filed with said Bill.

The Bill further states that the County Commissioners of Anne Arundel County deeded on January 26, 1944, to Clifton Case and Gladys Case, his wife, lots Nos. 10, 11, 12 and 13, Block "A-E" COLONIAL PARK, which said deed is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 298, folio 298, a certified copy of which is attached to said Bill, and by mesne conveyances said property become vested in Cleed L. Gallion.

The Bill further states that the County Commissioners of Anne Arundel County acquired title to the property aforesaid by purchase at public sale of said lots, together with others, sold by C. Albert Hodges, County Treasurer, on July 28, 1932, for the sum of $3.35. That on October 23, 1953, Joseph H. Griscom, Senior, present Treasurer of Anne Arundel County, issued Certificate of Tax Sale No. 2050 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 89-I of the Annotated Code of Maryland, which certificate has been assigned to the Plaintiffs herein.

The Bill further states that the property mentioned in said Certificate is identical to that described in said deeds from the County Comulssioners of Anne Arundel County to Cleed Gallion Case, and wife, and that said property was assessed to The Aloddin Realty and Home Builders Corporation on the date of said sale and according to the Land Records and Equity Records of Anne Arundel County title was vested in Aladdin Realty and Home Builders Corporation that letter from State Tax Commission of Maryland is attached to said Bill, stating that the Aladdin Realty and Home Builders Corporation forfeited its Charter on February 10, 1933, for non-payment of taxes.

The Bill further states that the amount necessary for redemption of the property has not been paid, although more than a year from the date of sale has expired.

IT IS, THEREUPON, this 17th day of November, 1953, by the Circuit Court for Anne Arundel County, In Equity, ORDERED, that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four consecutive weeks, warning all parties interested in said property to be and appear in this Court by the 27th day of January, 1954, and redeem the property and answer the Bill or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiffs 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

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 of Publication — No. 10864

Cleed L. Gallion

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of January, 1954. The first insertion being made the 26th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 9 Feb., 1954

LIBER 80 PAGE 522

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 10,864

Cleed L. Gallion and
Mabel Gallion, his wife,
Severn Chapel Road, Severn, Maryland,

PLAINTIFFS

Vs.

THE ALADDIN REALTY AND HOME BUILDERS CORPORATION,
a defunct corporation,

WILLIAM V. WATSHAW, its last named President,
SOLOMAN WARSHAW, its last named Secretary,
As surviving Directors and Trustees,

and

WILLIAM E. WARSHAW, its last named Resident Agent,
2450 Keyworth Avenue, Baltimore City, Maryland,

And all persons having or claiming to have any
interest in the property known as:

Lots 5, 10, 11, 12 and 13, Block "A-E" COLONIAL PARK,
4th Election District Anne Arundel County, Maryland,

DEFENDANTS.

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 Maryland Gazette, a newspaper printed and published in Annapolis , Anne Arundel County, Maryland, and the Respondents having failed to appear either in person or by solicitor and answer the Bill of Complaint filed against them.

IT IS THEREUPON this 17th day of February, 1954, by the Cirouit 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 Respondents.

Benjamin Michaelson
Judge.

Filed 17 Feb., 1954.

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 10,864

Cleed L. Gallion, and
Mabel Gallion, his wife,
Severn Chapel Road, Severn, Maryland,

Plaintiffs

vs.

The Aladdin Realty and Home Builders Corporation,
a defunct corporation,
William V. Warshaw, its last named President,
Solomon Warshaw, its last named Secretary,
As surviving directors and Trustees,
and
William E. Warshaw, its last named Resident Agent,
2450 Keyworth Avenue, Baltimore, Maryland,

And all persons having or claiming to have any
interest in the property known as

Lots 5, 10, 11, 12 and 13 Block "A-E"
COLONIAL PARK, 4th Election District of
Anne Arundel County, Maryland.

D E C R E E

This cause, standing ready for hearing and having been 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 23d day of March, 1954, 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 from or under them, or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County on July 28, 1932, for the non-payment of taxes, be and the same are hereby barred and foreclosed.

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

3. That upon payment of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed, conveying said property to the Complainants.

4. That the Complainants shall pay the costs of these proceedings.

Benjamin Michaelson
Judge.

Filed 23 Mar, 1954

LIBER 86 PAGE 524

THE J. F. JOHNSON LUMBER COMPANY a body corporate Glen Burnie, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JOSEPH SPANGLE and FLORA SPANGLE, his wife 6214 Copore Way Baltimore -24, Maryland	:	IN EQUITY No. 10,648 MECHANIC'S LIEN DOCKET J.H.H. No. 10, FO IC 223

PETITION FOR SALE UNDER MECHANIC'S LIEN

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff, The J. F. Johnson Lumber Company, a body corporate, respectfully shows:

1. That the said Joseph Spangle and Flora Spangle, his wife, are seized and possessed in fee simple of a lot of ground known as No. 121 on the Plat of Section 3, Stolls Manor, Anne Arundel County, as shown by Plat thereof recorded July 15th, 1947, which said property was acquired by the defendants from George N. Trotter and Mary A. Trotter, his wife, by deed dated February 26th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 695, folio 146, the deed thereof is filed herewith marked "Plaintiff's Exhibit No. 1."

2. The said lot is improved by an unfinished dwelling known as 5107 Ballman Avenue, Brooklyn, Maryland.

3. Upon the request and order of the Defendants, The J. F. Johnson Lumber Company furnished various articles of building materials to be used in and about the erection of said dwelling, and there is now due and owing for said materials, the sum of $2363.09, with interest, and no part of said sum has ever been paid.

4. That on or about September 22nd, 1952, and within six months after the furnishing of said building materials, your Petitioner filed in the Clerk's Office in the Circuit Court for Anne Arundel County its claim for a lien for the sum of $2363.09, against the said dwelling and the ground upon which the same is erected and so much other ground immediately adjacent thereto and

Filed 24 Jan., 1953.

belonging in like manner to the owners thereof as may be necessary for the ordinary and useful purposes of said dwelling and also against the said Defendants, the owners thereof, in accordance with the provisions of the law in such cases made and provided, said lien being duly recorded in Mechanic's Lien Docket No. 10, folio 223, which Lien is filed herewith as part hereof, marked "Plaintiff's Exhibit No. 2."

TO THE END THEREFORE:

(a) That a Decree may be passed by this Honorable Court for the sale of the property described in said Lien claim and that the proceeds thereof may be applied to the payment of the claims of the Lienors, under the order and direction of this Court.

(b) That your Petitioner may have such other and further relief as its case may require.

May it please your Honor to grant unto your Petitioner the Writ of Subpoena directed to the said Defendants, commanding them to be and appear in this Court at some certain day to be named therein and answer to the premises and abide by and perform such Decree as may be passed therein.

And as in duty bound, etc.

THE J. F. JOHNSON LUMBER COMPANY

BY Wilmer M. Johnson
Wilmer M. Johnson, Vice-Pres.

H. Melvin Bull
H. Melvin Bull
Solicitor for Plaintiff
2 E. Lexington Street
Baltimore -2, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 22 day of January in the year nineteen hundred and fifty-three before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Anne Arundel Co personally appeared Wilmer M. Johnson, Vice-President of the said body corporate, 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 information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

V. Jenkins Owens
Notary Public

FEE-SIMPLE DEED—CODE—City or Count- 10

LIBER 695 PAGE 14L LIBER 86 PAGE 526

This Deed, Made this 26th day of February

in the year one thousand nine hundred and fifty-two, by and between GEORGE M. TROTTER, and MARY A. TROTTER, his wife, parties - - - - - - - - -

of Baltimore County - - - - - - - - - in the State of Maryland, of the first part, and

JOSEPH R. SPANGLE, and FLORA I. SPANGLE, his wife, parties - - - - -

of the second part.

Witnesseth, that in consideration of the sum of Five dollars and other good and valuable considerations, the receipt of which is hereby acknowledged

the said parties of the first part -

do th grant and convey unto the said JOSEPH R. SPANGLE, and FLORA I. SPANGLE, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her -

heirs and assigns, in fee simple, all that lot - - - - of ground, situate, lying and being in Anne Arundel County, in the State of Maryland - , aforesaid, and described as follows, that is to say:—

Beginning for the and known as lot number 121 as shown on Plat of Section 3, Stolls Manor, Fifth District, Anne Arundel County, in the State of Maryland, Plat recorded July 15, 1947.

BEING a portion of the property described in a deed dated June 3rd, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 411, Folio 214 and was conveyed from The Bedford Holding Company unto said grantors.

Filed 24 Jan. 1953
Re-filed 9 June, 1953

Examiner's Exh 4
5/18/53

Petitioner's Exhibit No. 1

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

To Have and To Hold the said 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 JOSEPH R. SPANGLE, and FLORA I. SPANGLE, his wife, as tennants by the entireties, their assigns, the survivor of them, his or her - heirs and assigns, in fee simple.

And the said parties of the first part hereby covenants 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:

Helen R. Zimmerman
HELEN R. ZIMMERMAN.

George M. Trotter (SEAL)
GEORGE M. TROTTER

Mary A. Trotter (SEAL)
MARY A. TROTTER

STATE OF MARYLAND. Towson, Baltimore County . **to wit:**

I HEREBY CERTIFY, That on this 26th day of February in the year one thousand nine hundred and fifty -two , before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County aforesaid, personally appeared GEORGE M. TROTTER, and MARY A. TROTTER, hiswife

the above named grantors, and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Helen R. Zimmerman
HELEN R. ZIMMERMAN. Notary Public.
Comm. Expires May 4, 1953

Recorded-15th-July-1952-at-3:00-P.M.

Petitioners Exhibit No 1

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

In the Circuit Court for Anne Arundel Co
In Equity
The L. T. Johnson Lumber Co
vs
Joseph Spangle
Flora Spangle

Pet'

LIBER 86 PAGE 528

JOSEPH H. GRISCOM SR., TREAS. TAXES PAID TO DEC. 31-1932

DEED

FROM

George M. Trotter

and wife

TO

Joseph R. Spangle

and wife

BLOCK NO.

Received for Record July 15 1932

at 3 o'clock P M. Same day recorded in Liber J.W.H. No. 695 Folio 146 &c., one of the Land Records of A.A.Co., and examined per John H. Loughrin, Clerk.

Cost of Record, $

The Daily Record Company, Baltimore, Md.

LIBER 86 PAGE 529

LIBER 10 PAGE 223

THE J. F. JOHNSON LUMBER COMPANY, a body corporate, Glen Burnie, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
JOSEPH SPANGLE and FLORA SPANGLE, his wife 6214 Copore Way Baltimore -24, Maryland	:	ANNE ARUNDEL COUNTY
	:	MECHANIC'S LIEN

The Plaintiff, The J. F. Johnson Lumber Company, a body corporate, of the State of Maryland, claims the sum of $2363.09, with interest thereon to be due it from the Defendants, Joseph Spangle and Flora Spangle, his wife, against all that house partly finished, Cape Cod design, door in middle, 2 dormers. Left front-picture window with 2 - 8 lt. windows on either side, right side, 12 light window. Right side, 2 -12 light windows, door opening. Left side same as right. Back, 4 windows, 12 lights, door opening. White asbestos siding, unfinished. Asphalt roofing, unfinished. Cellar floor not laid. Plan to be five rooms. Inside partly studded, unfinished attic, subflooring in. Roof only sheathed, as well as against the land upon which the said dwelling is erected, and so much other land likewise belonging to the Defendants, immediately adjacent thereto and used in connection therewith, as may be necessary for the ordinary and useful purposes thereof, which said land is known as 5107 Ballman Avenue, off Southerly Road, Brooklyn, Maryland.

The said claim being for work done and building materials furnished by the said Lienor, for or about the erection of said dwelling, at the instance and request of said Defendants, the owners or reputed owners of the property, at the time of the delivery of said materials, which materials were delivered at the particular time and of the nature and kind and amount and for the prices set forth in the Bill of Particulars hereto attached, which said work has been finished and which materials have been furnished within less than six months before the filing of this claim.

WHEREFORE, the said The J. F. Johnson Lumber Company hereby requires the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a lien, as well against the Defendants, Joseph Spangle and Flora Spangle, his wife, as against the said dwelling, and the ground, as aforesaid, agreeable to the Public General Laws of Maryland, with respect to Mechanic's Liens.

THE J. F. JOHNSON LUMBER COMPANY

BY Wilmer M. Johnson
Wilmer M. Johnson, Vice-Pres.

H. Melvin Bull

H. Melvin Bull
Attorney for Plaintiff
2 E. Lexington Street
Baltimore -2, Maryland

Filed 24 Jan, 1953.
Re-filed 9 June, 1953.

Petitioner's Exhibit No. 2.
Examiner's Exh. 1, 5/28/53

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LIBER 86 PAGE 530
LIBER 10 PAGE 224

PHONE. GLEN BURNIE 100

PHONE. PLAZA 0969

THE J. F. JOHNSON LUMBER COMPANY

PAINTS, ROOFING, PLASTERS, MILLWORK, LUMBER, HARDWARE, TILE AND CEMENT

GLEN BURNIE, MD.

Sold to Joseph & Flora Spangle Date July 11, 1952

P. O. Address 6214 Copare Way, Baltimore-26, Maryland. Charge to _____ Job

Place of Delivery 5107 Ballman Ave., off Southerly Rd., Brooklyn Estimate No. _____

Ordered By Joseph Spangle Phone ☐ Letter ☐ In Person ☐

DATE OF DELIVERY	ORDER NO.	DELIVERY TICKET NO.	ARTICLES AND DESCRIPTION	@	TOTALS
2/29/52	---	73291	600 plain concrete blocks 8 x 8 - 16	.19	114.00
			Tax		2.28
					$116.28
2/29/52	---	73510	130 concrete blocks 8 x 8 - 16	.19	24.70
			70 concrete blocks 8 x 8 - 16 corners	.19	13.30
					38.00
			Tax		.76
					$ 38.76
2/29/52	---	73290	15 bags brick mortar	1.15	17.25
			Tax		.35
					$ 17.60
3/10/52	---	73981	6 bags mortar	1.15	6.90
			Tax		.14
					$ 7.04
3/10/52	---	74340	90 pcs. 4" drain tile	.12½	11.25
			34 bags mortar	1.15	39.10
			~~35~~ 3-5 gal. cans roof coating	2.75	8.25
			4 steel cellar sash 15 x 16	4.50	18.00
					76.60
			Tax		1.54
					$ 78.14
4/14/52	---	74798	1 pc. 6 x 8 - 18 fir 72'		
			1 pc. 6 x 8 - 16 fir 64'		
			136'	.16	21.76
			3 lolly col. 7-6	8.50	25.50
			20 pcs. 2 x 8 - 12 Y.P. S2E 320'	.10	32.00
			20 pcs. 2 x 4 - 8 Y.P. S4S 107'	.08½	9.10
			100 bd.ft. 1 x 8 sheathing	.11	11.00
			20 1/2 x 12 bolts	.16	3.20
			1 keg 8 d cw nails		12.00
					114.56
			Tax		2.30
					$116.86
3/19/52	---	75141	100 - 4 x 8 - 16 solid concrete	.18½	18.50
			15 pcs. 8 x 8 flue lining	.95	14.25
					32.75
			Tax		.66
					$ 33.41

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LIBER 86 PAGE 531

PHONE. GLEN BURNIE 100

LIBER 16 AGE 225 PHONE. PLAZA 0969

THE J. F. JOHNSON LUMBER COMPANY

PAINTS, ROOFING, PLASTERS, MILLWORK, LUMBER,
HARDWARE, TILE AND CEMENT

GLEN BURNIE, MD.

Sold to Joseph & Flora Spangle — Date July 11, 1952

P. O. Address — Charge to — Job

Place of Delivery — Estimate No.

Ordered By — Phone ☐ Letter ☐ In Person ☐

DATE OF DELIVERY	ORDER NO.	DELIVERY TICKET NO.	ARTICLES AND DESCRIPTION		@	TOTALS
3/21/52	---	75339	75 blk. 8 x 8 - 16 concrete		.19	14.25
			1 pc. 2 x 8 - 16 fir	21'	.13½	2.84
			30 pcs. 2 x 8 - 12 Y.P. S2E	480'	.10	48.00
			30 pcs. 2 x 8 - 14 Y.P. S2E	560'	.10½	58.80
			6 joist hangers 4 x 8		.43	2.58
			8 joist hangers 2 x 8		.38	3.04
			1100 bd.ft. 1 x 8 fir sheathing		.11	121.00
			1 keg 16 d cw nails			12.00
						262.51
				Tax		5.26
						$267.77
3/24/52	---	75350	500 lin.ft. 1 x 3 Va. rough		.02½	12.50
			8 bolts 1/2 x 12			no chg.
						12.50
				Tax		.25
						$ 12.75
3/26/52	---	75400	43 concrete chimney units		.65	27.95
				Tax		.56
						$ 28.51
3/29/52	---	76218	150 pcs. 2 x 4 - 8 Y.P.	800'	.08½	68.00
			30 pcs. 2 x 8 - 12 Y.P.	480'	.10	48.00
			30 pcs. 2 x 8 - 14 Y.P.	560'	.10½	58.80
			50 pcs. 2 x 4 - 12 Y.P.	400'	.09	36.00
			5 bags brick mortar		1.15	5.75
						216.55
				Tax		4.34
						$220.89
4/2/52	---	76895	1 door fra. 3-0 x 7-0 1-3/4			10.50
			1 door fra. 2-6 x 6-6 1-3/8			10.00
						20.50
				Tax		.41
						$ 20.91
4/3/52	---	77070	1500 ft. 1 x 2 furring strip Y.P.		1.75	26.25
			52 pcs. 2 x 6 - 20 fir	1040	.13	135.20
			150 pcs. 2 x 4 - 8 Y.P. S4S	800'	.08½	68.00
			2000 ft. 8" sheathing		.11	220.00
			2 pcs. 2 x 12 - 14 Y.P.	56'	.11½	6.44
			25 pcs. 2 x 4 - 12 Y.P.	200'	.09	18.00
			1 gal. O.S. white			5.50
						479.39
				Tax		9.59
						$488.98

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LIBER 86 PAGE 532

PHONE. GLEN BURNIE 100

LIBER 10 PA 226

PHONE. PLAZA 0969

THE J. F. JOHNSON LUMBER COMPANY

PAINTS, ROOFING, PLASTERS, MILLWORK, LUMBER, HARDWARE, TILE AND CEMENT

GLEN BURNIE, MD.

Sold to Joseph & Flora Spangle — Date July 11, 1952

P. O. Address — Charge to — Job

Place of Delivery — Estimate No.

Ordered By — Phone ☐ Letter ☐ In Person ☐

DATE OF DELIVERY	ORDER NO.	DELIVERY TICKET NO.	ARTICLES AND DESCRIPTION		@	TOTALS
4/15/52	---	78637	1 picture fra. 1-8 x 4-0 x 4-6 12 lt.			52.00
			1 Harbor unit 3-0 x 4-6 12 lts.			24.40
			5 " " 2-8 x 4-6 12 lts.			23.00
			3 " " 2-8 x 3-10 12 lts.			20.40
			1 " " 2-0 x 3-2 12 lts.			18.00
			2 " " 2-4 x 3-10 12 lts.			20.30
						158.10
				Tax		3.17
						$161.27
4/17/52	---	78467	15 pcs. 2 x 4 - 12 Y.P.	120'	.09	10.80
			1 pc. 4 x 4 - 12 Y.P.	16'	.09	1.44
			1 pc. 4 x 4 - 8 Y.P.	11'	.09	.99
			14 sq. black roofing		6.95	97.30
			50 lbs. 1" galv. nails		.18	9.00
			50 lbs. blue nails		.16	8.00
			3 rolls 15 lb. felt		3.25	9.75
			50 lbs. 8 d fin. nails		.12	6.00
			1 keg 8 d cw nails			12.00
			25 lft. 14" tin		.19½	4.88
			1 - 1/2" brush			.80
			1 - 4" brush			4.25
			2 qt. thinner) See ticket			
			29 pcs. 1/2 - 4 x 8 red top) #91503			
						165.21
				Tax		3.31
						$168.52
4/18/52	---	78977	40 lft. 1 x 4 #1 N.C.		.07	2.80
			125 lin.ft. 1 x 3 #1 N.C.		.05½	6.88
			176 lin.ft. 1 x 5 #1 N.C.		.09	15.84
			50 lbs. 8 d fin. nails		.12	6.00
			10 sq. sno-white asb. siding		11.95	119.50
			1 shingle cutter			35.00
			6 pcs. corner bead 10	60'	.10	6.00
			30 pcs. 4 x 8 - 1/2 celotex coated sheath.	960'	.06½	62.40
						254.42
				Tax		5.09
						$259.51
4/18/52	---	79027	29 pcs. 4 x 8 red top	928'	.06½	60.32 Cr.
				Tax		1.21
						$ 61.53 Cr.
5/2/52	---	80725	25 pcs. 2 x 4 - 8 Y.P.	133'	.08½	11.31
			12 pcs. 2 x 4 - 14 Y.P.	112'	.10	11.20
			50 lbs. 8 d cw nails		.12	6.00
			10 bags cement		1.15	11.50
			8 pcs. reinforcing rod 20		1.50	12.00
						52.01
				Tax		1.05
						$ 53.06

PHONE. GLEN BURNIE 100 PHONE. PLAZA 0869

THE J. F. JOHNSON LUMBER COMPANY

PAINTS, ROOFING, PLASTERS, MILLWORK, LUMBER,
HARDWARE, TILE AND CEMENT

GLEN BURNIE, MD.

Sold to Joseph & Flora Spangle Date July 11, 1952

P. O. Address _____ Charge to _____ Job

Place of Delivery _____ Estimate No. _____

Ordered By _____ Phone ☐ Letter ☐ In Person ☐

DATE OF DELIVERY	ORDER NO.	DELIVERY TICKET NO.	ARTICLES AND DESCRIPTION		@	TOTALS
5/6/52	---	81652	1 Belco cellar door A			57.00
			1 steel cellar sash 15 x 16			4.50
			2 angle iron 36		2.60	5.00
			1 angle iron 54			3.25
						69.75
				Tax		1.40
						$ 71.15
5/7/52	---	81307	1 keg 8 d cw nails			12.00
			1 keg 16 d cw nails			12.00
						24.00
				Tax		.48
						$ 24.48
5/7/52	---	81402	1 roll 30# felt			3.25
			7 pcs. 2" crown Y.P. 16	112'	.05	5.60
			200 lft. 1 x 3 Va. rough		.02½	5.00
			300 lft. 1 x 2 Y.P. furring		1.75	5.25
			50 lk. 6 x 8 - 16 concrete		.19	9.50
						28.60
				Tax		.58
						$ 29.18
5/9/52	---	81749	20 bags mortar		1.15	23.00
			2 kegs 8 d cw nails		12.00	24.00
						47.00
				Tax		.94
						$ 47.94
5/13/52	---	82464	10 corner block 8 x 8 - 16		.19	1.90
			1 brush			.55
			4 bags mortar		1.15	4.60
						7.05
				Tax		.15
						$ 7.20
5/14/52	---	82966	1 keg blue nails			16.00
			1 keg 8 d fin. nails			12.00
						28.00
				Tax		.56
						$ 28.56
5/22/52	---	84023	7 pcs. reinforcing rod 20		1.50	10.50
			2 pcs. 1 x 12 - 10 Va. rough	20'	.11½	2.30
						12.80
				Tax		.26
						$ 13.06

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LIBER 86 PAGE 534

PHONE. GLEN BURNIE 100

LIBER 1.. PAGE 228 PHONE. PLAZA 0969

THE J. F. JOHNSON LUMBER COMPANY

PAINTS, ROOFING, PLASTERS, MILLWORK, LUMBER, HARDWARE, TILE AND CEMENT

GLEN BURNIE, MD.

Sold to Josdph & Flora Spangle — Date July 11, 1952

P. O. Address — Charge to — Job

Place of Delivery — Estimate No.

Ordered By — Phone ☐ Letter ☐ In Person ☐

DATE OF DELIVERY	ORDER NO.	DELIVERY TICKET NO.	ARTICLES AND DESCRIPTION	@	TOTALS
6/2/52	——	85428	1 shingle cutter - returned		32.50
			Tax		.65
					$ 33.15 Cr.
6/7/52	---	86376	1 qt. flat white		1.15
			1 ~~qtx~~ 2" brush		1.25
			1 shingle cutter		35.00
					37.40
			Tax		.75
					$ 38.15
6/21/52	---	88449	10 pcs. 4 x 8 - 1/2 black vapor seal	.09-3/4	31.50
			1 door 2-6 x 6-6 4 lt.		12.75
					44.25
			Tax		.89
					$ 45.14
7/11/52	---	91503	2 qt. thinner) See ticket		1.10
			29 pcs. 1/2 x 4 x 8 redtop) #78467		60.32
					61.42
			Tax		1.23
					$ 62.65
			Balance due		$2,363.09
			Recorded-22nd-Sept-1952-at-9:00-A.M.		

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In the Circuit Court
for
Anne Arundel Co.

The J. F. Johnson
Lumber Co
v
Joseph Spangle
Flora Spangle

Petitioners Exhibit
No 2

LIBER 86 PAGE 535

MECHANIC'S LIEN

THE J. F. JOHNSON LUMBER CO.
a body corporate,

vs.

JOSEPH SPANGLE and

FLORA SPANGLE, his wife.

Received ... of Sept 15 ... 9 22 A
and the same ... J.H.H. ... 10 ... 23 ... Lien
Records of ...
John H. Hopkins 3d

H. MELVIN BULL
ATTORNEY AT LAW
2 E. LEXINGTON STREET
BALTIMORE 2, MD.

THE J. F. JOHNSON LUMBER COMPANY a body corporate Glen Burnie, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY IN EQUITY
JOSEPH SPANGLE and FLORA SPANGLE, his wife 6214 Copore Way Baltimore -24, Maryland	:	MECHANIC'S LIEN DOCKET J.H.H. No. 10, folio 223 Equity # 10648

Consent of Flora Spangle
To Decree in accordance
With Petition

Filed 23 Apr., 1953.

The Undersigned, Defendants in the above entitled cause, hereby consent to the passage of the Decree as petitioned therein.

Joseph Spangle

Flora Spangle
Flora Spangle

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LIBER 86 PAGE 537

THE J. F. JOHNSON LUMBER COMPANY, a body corporate Glen Burnie, Maryland	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JOSEPH SPANGLE and FLORA SPANGLE, his wife 6214 Copore Way Baltimore 24, Maryland	:	IN EQUITY
	:	MECHANIC'S LIEN DOCKET J.H.H. NO. 10, FOLIO 223
	:	#10,648

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

Mr. Clerk:

Please enter my appearance as Counsel for the Plaintiff,

The J. F. Johnson Lumber Company, in the above entitled Equity Case.

James W. Blackhurst

James W. Blackhurst
Attorney for the Plaintiff

Filed 4 Apr., 1953.

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THE J. F. JOHNSON LUMBER COMPANY, a body corporate

vs.

JOSEPH SPANGLE and FLORA SPANGLE, his wife

No. 10,648 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

Filed 24th Apr., 1953

The Defendants, Joseph Spangle and Flora Spangle, his wife, 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~~ Writ of Summons.)

It is thereupon this 24th 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 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 Nicholson

Judge

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THE J. F. JOHNSON LUMBER COMPANY,	:	IN
a body corporate,	:	THE CIRCUIT COURT
VS.	:	FOR
JOSEPH SPANGLE and FLORA SPANGLE,	:	ANNE ARUNDEL COUNTY
his wife,	:	No. 10,648 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

May 28, 1953

Filed 9 June, 1953.

Present:

Mr. James W. Blackhurst, Solicitor for Plaintiff.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

E. R. Howser, pages 2, 3, 4.

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

(Mr. Blackhurst)

1. State your name and address.

A. E. R. Howser, 1200 Circle Drive, Arbutus, 27, Maryland.

2. What is your occupation?

A. I am Sales' Manager for The J. F. Johnson Lumber Company, also the architectural designer for the company, as well as private practice.

3. Do you have any connection with any lending institution?

A. Director of Leeds Federal Savings & Loan Institution.

4. Do you do any appraisal work for the Leeds Building & Loan Institution?

A. I have been on the Appraisal Committee for eleven years.

5. Between February 29, 1952 and July 11, 1952, did your company have any ~~property~~ job transactions with Joseph Spangle and Flora Spangle, his wife?

A. Yes, we sold him materials to erect a Cape Cod dwelling which is at the present time unfinished.

6. Where was that Cape Cod dwelling to be erected?

A. 5107 Ballman Avenue, Brooklyn Heights, Anne Arundel County.

7. Is that a list of the materials you have there?

A. Yes, it started out with the concrete block, followed by the lumber as the dwelling progressed.

8. I show you a Bill of Particulars which is filed as Petitioner's EX, 2, in this case and ask you to compare it with your list of materials and tell the Court whether that coincides with Petitioner's Ex. 2, whether the delivery dates and the sale prices are the same?

A. This is an accurate list of materials that we furnished to the job and the dates of delivery and prices are the same.

(MARKED EXAMINER'S EXHIBIT 1)

9. Was that list made in the regular course of business?

A. It is made in the regular course of business as a final statement.

10. Was it the custom of the business to make these delivery tickets at or about the time of the transactions?

A. Yes, we have five copies; two copies go to the job; the contractor signs one and return s one; one copy remains in the machine and one copy goe s with the bill.

11. They show the materials delivered and the dates of delivery?

A. Yes.

12. Are the prices charged the fair, current market prices of those materials at the time of delivery?

A. Yes, before the man started the job he got all of the prices.

13. Those are the fair, average, current market prices in the community?

A. Yes.

14. Were any payments made on that account?

A. None, only for credit allowed for merchandise returned.

15. Was the house ever finished?

A. No.

16. Have you inspected the house?

A. On several occasions.

17. Is it one of your duties to service the job?

A. No, I was called into the job when the man got around to the point he couldn't go any further because of the lack of working capital.

18. Is this picture a fair representation of the house?

A. That is the house as it stands today. This is a recent photograph by a professional photographer.

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

19. Is this photograph a fair representation of the front elevation?

A. Yes, this is a recent photograph also.

(MARKED EXAMINER'S EX. 3 AND FILED HEREWITH)

20. What is the fair market value of this house in its present condition?

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, A. In its present state it would be about $3000 to $3500 in fee.

(DEED FROM GEORGE M. TROTTER AND WIFE TO JOSEPH R. SPANGLE AND FLORA SPANGLE, HIS WIFE, FILED AS PETITIONER'S EX. 2 MARKED EXAMINER'S EX. 4)

(Mr. Klawans)

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

E. E. Howser
E. E. Howser

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

Witness my hand and seal this 9th day of June, 1953.

Emanuel Klawans (SEAL)
Examiner

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

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LIBER 88 PAGE 543

THE J. F. JOHNSON LUMBER COMPANY, a body corporate;	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
JOSEPH SPANGLE and FLORA SPANGLE, his wife.	:	ANNE ARUNDEL COUNTY
	:	NO. 10,648 EQUITY

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

D E C R E E

The Petition and Exhibits in the above cause having been submitted, the proceedings therein were by the Court read and considered.

It is thereupon this 22d day of June, 1953, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED, and DECREED that the property mentioned in the proceedings be sold and that James H. Eldhurst be and he is hereby appointed Trustee to make said sale and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by him with a surety or sureties to be approved by the Clerk of this Court in the penalty of Four Thousand dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or which may be reposed in him by any future order or decree in the premises; he shall proceed to make the said sale, having first given at least three weeks' previous notice by inserting in some newspaper published in Anne Arundel County (or such other notice that he may deem proper) of the time, place, manner and terms of sale, which terms shall be as follows:

A deposit of Five Hundred Dollars ($500.00) at time of sale for the real estate, balance to be paid on final ratification of such sale by this Court, or all cash at the option of the purchaser, deferred payment to bear interest from the day of sale, and to be secured by the purchaser or purchasers with the security to be approved by the Trustee. Taxes to be adjusted to the date of sale.

And as soon as may be convenient after such sale, the Trustee shall return to this Court a full and particular account of the same, with

22 June, 1953

Filed

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an affidavit of the truth thereof and of the fairness of such sale annexed. And on ratification of such sale by this Court, and on the payment of the whole purchase money, (and not before) the said Trustee by a good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser of said real property to him, her or 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.

And the said Trustee shall bring into this Court the money arising from such sale and the bonds or other security which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the said Trustee as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged this trust.

Benjamin Michaelson
JUDGE

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J. Md. Statutory.
Trustee's Bond.

LIBER 86 PAGE 545

No. 10,648 Equity

Know all Men by these Presents,

THAT WE James W. Blackhurst

1 Central Avenue, Glen Burnie, Maryland

as principal, and the GLENS FALLS INDEMNITY COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Four Thousand and No/100 - - - - - - - - - ($4,000.00) - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 29th day of June in the year nineteen hundred and fifty-three

WHEREAS, the above bounden James W. Blackhurst by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell Real Estate

mentioned in the proceedings in the case of Johnson Lumber Company

vs. Equity 10648

Joseph Spangle

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden James W. Blackhurst

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

Signed, sealed, and delivered in presence of

Dorothy Geipe
Dorothy Geipe

James W. Blackhurst [SEAL]

[SEAL]

GLENS FALLS INDEMNITY COMPANY

By C. M. Reisenweber, Attorney [SEAL]

Form 8195—B—1-41

Approved this 22 July, 1953.
John T. Hopkins, 3rd, Clerk.

Filed 22 July, 1953.

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LIBER 86 PAGE 546 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1953

We hereby certify, that the annexed

Trustee's Sale

5107 Ballman Ave

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 2 successive weeks before the 24th day of July, 1953. The first insertion being made the 9th day of July, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. M. G. 10107

23

JAMES W. BLACKHURST, Solicitor
1 Central Avenue, S. W.,
Glen Burnie, Maryland.

TRUSTEE'S SALE
VALUABLE FEE
SIMPLE PROPERTY
WITH PARTIALLY COMPLETED DWELLING SITUATE IN FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County filed in Equity Case No. 10,048, the undersigned Trustee will sell at public auction on the premises

FRIDAY, JULY 24, 1953
AT 2:30 O'CLOCK, P. M.

All that property located in the Fifth Election District, Anne Arundel County, State of Maryland, described in the following Deed: dated February 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 605, Folio 146, which said property is also known as 5107 Ballman Avenue, Brooklyn, Maryland.

Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time of the sale, balance to be paid on final ratification of such sale by the Circuit Court, or all cash at the date of sale. Deferred payment to bear interest from the date of sale at the rate of six per cent (6%). Taxes to be adjusted to the date of sale. Expenses to be adjusted to the date of sale.

JAMES W. BLACKHURST,
Trustee.

SAM W. PATTISON & CO., Auctioneers.
407 N. Howard Street,
Baltimore 1, Maryland. jy-16

Filed 31 July, 1953.

LIBER 86 PAGE 547 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1953

We hereby certify, that the annexed

trustee's Sale

5107 Ballman Ave

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 24th day of July 1953. The first insertion being made the 2nd day of July 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E. c. 10107

Filed 31 July, 1953

JAMES W. BLACKHURST, Solicitor,
1 Central Avenue, S. W.,
Glen Burnie, Maryland.

TRUSTEE'S SALE
VALUABLE FEE
SIMPLE PROPERTY
WITH PARTIALLY COMPLETED
DWELLING SITUATE IN FIFTH
ELECTION DISTRICT,
ANNE ARUNDEL COUNTY,
MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County filed in Equity Case No. 10,648, the undersigned Trustee will sell at public auction on the premises

FRIDAY, JULY 24, 1953
AT 2:30 O'CLOCK, P. M.

All that property located in the Fifth Election District, Anne Arundel County, State of Maryland, described in the following Deed: dated February 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 605, Folio 146, which said property is also known as 5107 Ballman Avenue, Brooklyn, Maryland.

Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time of the sale, balance to be paid on final ratification of such sale by the Circuit Court, or all cash at the date of sale. Deferred payment to bear interest from the date of sale at the rate of six per cent (6%). Taxes to be adjusted to the date of sale. Expenses to be adjusted to the date of sale.

JAMES W. BLACKHURST,
Trustee.

SAM W. PATTISON & CO., Auctioneers.
407 N. Howard Street,
Baltimore 1, Maryland. jy-16

THE J. F. JOHNSON LUMBER COMPANY, a body corporate,	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
JOSEPH SPANGLE and FLORA SPANGLE, his wife.	:	ANNE ARUNDEL COUNTY
	:	NO. 10,648 EQUITY

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

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of James W. Blackhurst, Trustee, appointed by a Decree of the Circuit Court for Anne Arundel County, dated the 22nd day of June, 1953, in the above-entitled matter, respectfully shows:-

1. That after giving Bond, with security for this faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale of certain real property by advertisement inserted in newspapers published in Anne Arundel County, for more than three (3) weeks preceding the day of sale, James W. Blackhurst, Trustee, by virtue of the authority contained in a Decree of the Circuit Court for Anne Arundel County dated June 22, 1953, did, pursuant to said notice, on the 24th day of July, 1953, at 2:30 p.m., attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County, and described in the aforesaid advertisement, a copy of which is attached hereto and prayed to be taken as a part hereof.

2. Advertisements were also inserted in The Sunday Sun on July 12, 1953 and July 19, 1953,

3. BY THE MANNER OF SALE, the property was offered as an entirety.

4. BY TERMS OF SALE, a deposit of $500.00 of the purchase price was required at the time and place of sale; the balance of purchase price to be paid upon ratification of the sale by the Circuit Court for Anne Arundel County. All expenses to be adjusted to the date of sale.

5. The said fee simple property was sold as an entirety to The J. F. Johnson Lumber Company, a body corporate, at and for the sum of Three Thousand

Filed 31 July, 1953

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Eight Hundred Dollars ($3,800.00) said purchasers being then and there the highest bidders.

James W. Blackhurst
James W. Blackhurst, Trustee

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

I HEREBY CERTIFY, That on this 31st day of July, 1953, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared James W. Blackhurst, Trustee, and made oath in due form of law that the facts stated in the aforegoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

Doris B. Morgan
Doris B. Morgan, Notary Public

My commission expires May 2, 1955.

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LIBER 86 PAGE 550

ORDER NISI

THE J. F. JOHNSON LUMBER COMPANY,
a body corporate

versus

JOSEPH SPANGLE and
FLORA SPANGLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,648 Equity

Ordered, this 24 day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by James W. Blackhurst, Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of November next.

The report states that the amount of sales to be $ 3,800.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 24 Sept., 1953.

(Final Order)

THE J. F. JOHNSON LUMBER COMPANY,
a body corporate

versus

JOSEPH SPANGLE and
FLORA SPANGLE, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of November, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge.

Filed 10 Nov., 1953.

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LIBER 86 PAGE 551 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10648

Joseph Spangle

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 2nd day of November, 1953. The first insertion being made the 1st day of October, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11565

By Marie Tate

29

Filed 10 Nov., 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,048 Equity

THE J. E. JOHNSON LUMBER COMPANY, a body corporate
Vs.
JOSEPH SPANGLE and FLORA SPANGLE, his wife.

Ordered, this 24th day of September, 1953, That the sale of the Property in these Proceedings mentioned, made and reported by James W. Blackhurst, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of November next.

The report states that the amount of sales to be $3,800.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

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LIBER 86 PAGE 552

In the Case of

The J. F. Johnson Lumber Company,
a body corporate

vs.

Joseph Spangle
and
Flora Spangle, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,648 Equity

To the Honorable, the Judges of said Court:

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

Filed 7 Jan. 1954

December 24, 1953.

All of which is respectfully submitted.

Laura K. Ecklund
Auditor.

Dr. The J. F. Johnson Lumber Company, a body corporate, vs. Joseph Spangle and Flora Spangle, his wife in ac.

To Trustee for Commissions, viz:		144 00		144 00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10 00		
Clerk of Court - Court costs		36 00		
Jos. C. Deegan - Sheriff's costs		4 70		
Emanuel Klawans - Examiner's fee		10 00		
Katharine H. McCutchan - Stenographer's fee		5 00		
Auditor - stating this account		18 00		83 70
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale		19 68		
Capital-Gazette Press - first Order nisi		8 00		
Capital-Gazette Press - second order nisi on sale		8 00		
Capital-Gazette Press - order nisi (acct)		6 00		
The Sun - advertising sale		32 40		
Glens Falls Indemnity Co. - bond premium		16 00		
Sam W. Pattison & Co. - auctioneer's fee		50 00		
One-half Federal revenue stamps		2 20		
One-half State revenue stamps		2 20		
Doris B. Morgan - notary fees		1 00		
				145 48
To Trustees for Taxes and Benefit Charges, viz:				
1953 State and County taxes ($9.06 -adj)		5 08		
Anne Arundel County Sanitary Commission- 1953 water and sewer charge ($5.00) adj		2 79		7 87
To George M. Trotter - in full for judgment claim filed in #3486 Law, viz:				
Debt	$963.14			
Interest from 5/10/52 to 7/24/53	69.67			
Court costs (Balto. City)	17.65			
Recording judgment (A.A.Co.)	2.00			
Attorney's collection fee	96.31			
		1,148 77		1,148 77
To The J. F. Johnson Lumber Co. - this balance on account mechanics' lien claim		2,270 18		2,270 18
				3,800 00
Amount of Mechanics' Lien Claim filed		2,416 27		
Cr. Amount allowed as above		2,270 18		
Balance due		146 09		

31

with James W. Blackhurst, Trustee Cr.

1953				
July	24	Proceeds of Sale	3,800 00	3,800 00
			3,800 00	

Filed 7 Jan., 1954

ORDER NISI

LIBER 86 PAGE 555

The J. F. Johnson Lumber Company

a body corporate

VERSUS

Joseph Spangle

and

Flora Spangle, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,648 Equity.

ORDERED, This 7 day of January, 19 54, 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 February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15 day of February next.

John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of February, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelsen

Judge.

Filed 24 Feb. 1954

LIBER 86 PAGE 556 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1954

We hereby certify, that the annexed

Order Nisi - Auditor's Acct. - Eq. 10648

Joseph Spangler

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 February, 1954. The first insertion being made the 14th day of January, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 23 Feb., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,648 Equity

THE J. F. JOHNSON LUMBER COMPANY, A Body Corporate
Vs.
JOSEPH SPANGLE And FLORA SPANGLE, His Wife.

Ordered, this 7th day of January, 1954, 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 February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

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

J-28

No. M. G. 11982

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LIBER 86 PAGE 557

IN THE MATTER OF THE	:	NO. 10,848 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF R. MILTON HERGET	:	CIRCUIT COURT
AND LOLA A. HERGET, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

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

ORDER TO DOCKET CASE

Mr. Clerk:

Please record assignment, docket his case and enter our appearance.

Marvin I. Anderson

Marvin I. Anderson, Assignee

Paul F. Due

Paul F. Due, Assignee By Mail

Filed 28 Oct., 1953.

MORTGAGE FEE—COUNTY—$4.

LIBER 86 PAGE 558

No. 10,848 Equity

This Mortgage, Made this 15th day of June

in the year nineteen hundred and forty-three, between R. Milton Herget and Lola A. Herget his wife,

Mortgagors of Anne Arundel County, in the State of Maryland, of the first part, and Annie M. Odenwald, of the City of Baltimore, in the State of Maryland,

Mortgagee, of the second part.

WHEREAS, the said R. Milton Herget and Lola A. Herget, his wife, are at this time justly indebted unto the said Annie M. Odenwald, in the full and just sum of thirty-six hundred dollars, being part of the purchase price for the lot of ground and the improvements thereon hereinafter described, which said sum of thirty-six hundred dollars, the said R. Milton Herget and Lola A. Herget, his wife, jointly and severally covenant and agree to pay to the said Annie M. Odenwald five years after the date hereof, with interest thereon, at the rate of six per centum per annum, payable half-yearly, with the right and privilege to the said R. Milton Herget and Lola A. Herget, his wife, to anticipate said mortgage indebtedness in whole or in part, at any time before maturity thereof, on payment of interest to the date of such anticipation provided however, that no payments shall be in sums of less than five hundred dollars or multiples thereof.

AND WHEREAS, in order to secure the prompt payment of said recited mortgage indebtedness and interest thereon, as same matures, these presents are executed.

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

BEGINNING for the same on the Northwest side of Annapolis Road, at a point distant nine hundred and fifteen and twenty-six one-hundredths feet Southwesterly from Maple Road, said place of beginning being at the intersection of Lots Nos. 1 and 2, and running thence Southwesterly binding on the Northwest side of Annapolis Road fifty and two one-hundredths feet to the Southwesternmost outline of the whole property, thence North seventy-two degrees thirty-one minutes West two hundred and forty-nine and seven-tenths feet to a point distant five feet Southeasterly from the right of way of the Baltimore and Annapolis Short Line Railroad, thence Northeasterly parallel to said right of way, and distant five feet Southeasterly therefrom, one hundred and thirteen and eighty-five one-hundredths feet more or less to Lot No. 2, thence Southeasterly binding on said Lot No. 2, two hundred and forty-two and ninety-six one-hundredths feet to the place of beginning.

Being Lot No. 1 on Plat No. 2 of Linthicum Heights.

BEING the same lot of ground which, by Deed, bearing even date herewith, and recorded among the Land Records of Anne Arundel County prior hereto, was granted and conveyed by John K. Odenwald and wife unto the said R. Milton Herget and Lola A. Herget, his wife, in fee-simple, subject to the covenants and restrictions to which said lot is subject.

Filed 28 Oct., 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 Annie M. Oderwald, her _____ heirs and assigns, forever.

PROVIDED, that if the said R. Milton Herget and Lola A. Herget, his wife, their _____ heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of thirty-six 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 R. Milton Herget and Lola A. Herget, his wife, _____ shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

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gage debt and interest, the said R. Milton Herget and Lola A. Herget, his wife, for themselves, their — heirs, personal representatives and assigns, do — hereby ——— covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said Annie M. Odenwald, her ———

——— personal representatives or assigns, or A. T. Jones, Jr., ——— 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, her ——— personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of fifty ——— dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, her 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 s, 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, her ——— personal representatives or assigns, or A. T. Jones, Jr., ——— their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said R. Milton Herget and Lola A. Herget, his wife, ——— 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, her ——— personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least thirty-six 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, her ——— personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, her ——— personal representatives and assigns.

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

TEST:

John K. Odenwald

John K. Odenwald.

R Milton Herget (SEAL)
R. Milton Herget.

Lola A Herget (SEAL)
Lola A. Herget.

——— (SEAL)

——— (SEAL)

LIBER 86 PAGE 561

STATE OF MARYLAND, City of Baltimore ~~COUNTY~~, TO WIT:

I Hereby Certify, that on this 15th day of June in the year nineteen hundred and forty-three, before me, a Notary Public of the State of Maryland, in and for the ~~County~~ City aforesaid, personally appeared R. Milton Herget and Lola A. Herget, his wife, the Mortgagors named in the aforegoing Mortgage and each acknowledged the aforegoing Mortgage to be their act. At the same time also appeared Annie M. Odenwald, 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.

WITNESS my hand and official notarial seal.

John K. Odenwald

John K. Odenwald. Notary Public.

JOHN K. ODENWALD NOTARY PUBLIC BALTIMORE MD

No 3 Ex

MORTGAGE

— FROM —

R. Milton Herget and wife,

— TO —

Annie M. Odenwald.

BLOCK NO.

Received for Record June 21, 1943 at 1-25 o'clock P. M. Same day recorded in Liber 1414 No. 284 Folio 105 &c., one of the Land Records of [illegible] examined per [illegible], Clerk.

Cost of Record, $

The Daily Record Company, Baltimore, Md.

I HEREBY ASSIGN the within mortgage and debt secured thereby to Paul F. Due and Marvin I. Anderson for the purpose of foreclosure.

WITNESS my hand and seal this 16th day of October, 1953

Annie M. Odenwald (SEAL)

Annie M. Odenwald

WITNESS:

Harry L. Anderson

HARRY L. ANDERSON

Assmt.

Received for Record 29 Day of Oct. 1953 at 9:45 A.M. and the same day recorded in Liber J.H.H., No. 284 Fol. 107, Land Records of Anne Arundel County.

JOHN H. HOPKINS, Clerk

Pd. 754

IN THE MATTER OF THE	*	NO. 10,848 EQUITY
SALE OF THE MORTGAGE	*	IN THE
REAL ESTATE OF	*	CIRCUIT COURT
R. MILTON HERGET and	*	FOR
LOLA A. HERGET, his wife	*	ANNE ARUNDEL COUNTY

: : : : :

STATEMENT OF MORTGAGE CLAIM

Balance due on Mortgage from R. Milton Herget and Lola A. Herget, his wife on Mortgage dated June 15, 1943 and recorded in Liber J.H.H. No. 284 folio 105.

Principal	$3,600.00
Interest due 6-15-53	108.00
Interest due from 6-15-53 to date of sale - 12/7/53 -	100.20
Taxes paid by Mortgagee	
Taxes due	
Insurance	
	$ 3,808.20

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 27th day of October in the year Nineteen hundred and fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Paul F. Due, Atterney for Annie M. Odenwald, one of the mortgagees, and he made oath that the above is a correct statement of the amount due on said mortgage.

Witness my hand and seal Notarial.

My Commission Expires:

May 2, 1955

Sarah C. Kirby

Sarah C. Kirby
Notary Public

SARAH C. KIRBY NOTARY PUBLIC BALTIMORE CO. MD.

Filed 28 Oct, 1953.

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IN THE MATTER OF THE	:	NO. 10,848 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF R. MILTON HERGET	:	CIRCUIT COURT
AND LOLA A. HERGET, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

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

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, and Paul F. Due, and the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 26th day of October, in the year Nineteen hundred and fifty-three.

WHEREAS, the above bounden Marvin I. Anderson, and Paul F. Due, by virtue of the power contained in a mortgage from R. Milton Herget, and Lola A. Herget, his wife, to Annie M. Odenwald, bearing date the 15th day of June, 1953 and recorded among the mortgage records of Anne Arundel County in Liber J. H. H. No. 284 folio 105 and assigned to Marvin I. Anderson and Paul F. Due for the purposes of foreclosure and he the said Marvin I. Anderson and Paul F. Due is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson and Paul F. Due shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order of decree which

Filed 28 Oct, 1953.

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 Marvin I. Anderson and Paul F. Due set their hands and seals and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed & Delivered
in the Presence of

Elaine Ayers

Catherine N. Botte

Marvin I. Anderson (SEAL)

Paul F. Due (SEAL)

NATIONAL SURETY CORPORATION
BY:

Marvin I. Anderson
Attorney-in-fact

NATIONAL SURETY CORPORATION CORPORATE SEAL NEW YORK

Approved this 28 Oct., 1953.
John H. Hopkins, 3rd, Clerk.

LIBER 86 PAGE 565

Assignee's Sale

of

Valuable Residential Property

at Linthicum Heights, Anne Arundel County, Md.

known as 212 South Camp Meade Road

Under and by virtue of the power of sale contained in a mortgage from R. Milton Herget and Lola A. Herget, his wife, dated June 15, 1943 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 284 folio 105; default having occurred therein, the undersigned assignees will sell at the Court House door (Church Circle) in the City of Annapolis on December 2nd, 1953, at 11:00 o'clock A. M.

All that lot of ground situate in Anne Arundel County in the Fifth Election District and designated as Lot No. 1 on Plat of Linthicum Heights a frontage of approximately 50 feet on Annapolis Road, 249 feet depth and 113 feet wide in back. Subject to the covenants and restrictions of record.

Improved by a 1½ story frame shingled dwelling, containing 5 rooms, pantry and bath on the first floor, 1 room and 1 lavatory on the second floor, front and back porch with combination garage, basement, water, and electricity.

Terms: One thousand dollars at time of sale, balance with interest on ratification of the sale by the Court on all cash at time of sale. Taxes to be adjusted to day of sale.

For further particulars apply to the undersigned.

George W. Scible
Auctioneer

Paul F. Due
Marvin I. Anderson
20-U-West Street
Annapolis, Maryland

Filed Dec. 9 "1953

"EXHIBIT A"

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I hereby certify that I have this day sold the property described on the reverse side hereof to Kenneth O. Herget for the sum of eight thousand five hundred twenty five Dollars ~~and agree to comply with the terms of sale~~.

Witness my hand and seal this 2nd day of December, 1953.

WITNESS:

[signature]

[signature] (SEAL)
Auctioneer

~~We~~ I hereby certify that ~~we~~ I have purchased the property described on the reverse side hereof for the sum of eight thousand five hundred twenty five Dollars and agree to abide by the terms of the sale.

Witness ~~our~~ my hand~~s~~ and seal~~s~~ this 2nd day of December, 1953.

Kenneth O Herget (SEAL)

WITNESS:

[signature]

_____ (SEAL)
Purchaser

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IN THE MATTER OF THE	:	NO. 10,848 ~~10,787~~ EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT FOR
R. MILTON HERGET and	:	ANNE ARUNDEL COUNTY
LOLA A. HERGET, his wife	:	
	:	

: : : : : : : : :

REPORT OF SALE AND ORDER NISI THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Paul F. Due and Marvin I. Anderson, the Assignees for the purpose of foreclosure, respectfully shows:

That after giving bond with security for the faithful discharge of their duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale and by hand bill posted upon the premises and also posted throughout Anne Arundel County, and by notice published in the "Sun" of Baltimore, Maryland, they did pursuant to said notice, attend at the Court House Door, in the City of Annapolis on Wednesday, December 2, 1953, at eleven o'clock, A.M., the time and place so advertised, and then and there proceeded to sell said real estate, being all that tract of land situate, lying and being in the Fifth Election District of Anne Arundel County and described as follows:

BEGINNING for the same on the Northwest side of Annapolis Road, at a point distant nine hundred and fifteen and twenty-six one hundredths feet Southwesterly from Maple Road, said place of beginning being at the intersection of Lots Nos. 1 and 2, and

Filed Dec. 9 1953

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running thence Southwesterly binding on the Northwest side of Annapolis Road fifty and two one-hundredths feet to the Southwesternmost outline of the whole property, thence North seventy-two degrees thirty-one minutes West two hundred and forty-nine and seven-tenths feet to a point distant five feet southeasterly from the right of way of the Baltimore and Annapolis Short Line Railroad, thence Northeasterly parallel to said right of way, and distant five feet southeasterly therefrom, one hundred and thirteen and eighty-five one-hundredths feet more or less to Lot No. 2, thence Southeasterly binding on said Lot No. 2, two hundred and forty-two and ninety-six one-hundredths feet to the place of beginning. Being Lot No. 1 on Plat No. 2 of Linthicum Heights. Subject to the covenants and restrictions of record; improved by a 1½-story frame shingled dwelling, to Kenneth O. Herget for the sum of Eight Thousand Five Hundred and Twenty-five ($8,525.00) Dollars, he being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement, and Auctioneer's certificate is filed herewith marked Exhibit "A."

Paul F. Due

Paul F. Due, Assignee

Marvin I. Anderson

Marvin I. Anderson, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 7th day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore, personally appeared Paul F. Due, one of the Assignees, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the

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sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

SARAH C. KIRBY NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My Commission Expires: May 2, 1955 — Sarah C. Kirby — Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 9 day of December, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, one of the Assignees, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

Myrtle Sturm — Notary Public

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ORDER NISI

LIBER 86 PAGE 570

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

~~xxxxx~~

R. MILTON HERGET and

LOLA A. HERGET, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,848 ~~10,787~~ Equity

Ordered, this 9th day of DECEMBER, 19 53, That the sale of the Property in these proceedings mentioned made and reported by PAUL F. DUE and MARVIN I. ANDERSON, Assignees ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of JANUARY next.

The report states that the amount of sales to be $ 8,525.00

John N. Hopkins 3rd Clerk.

True Copy,

TEST: John N. Hopkins 3rd Clerk.

Filed 9 Dec., 1953.

(Final Order)

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

versus

R. MILTON HERGET and

LOLA A. HERGET, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

11 Term, 19

ORDERED BY THE COURT, This 28th day of January, 1954 that the sale made and reported by the Trustee aforesaid, be and the same 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.

James Clerk

Judge

Filed 28 Jan., 1954

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IN THE MATTER OF THE	:	NO. 10,848 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF R. MILTON HERGET:		CIRCUIT COURT
AND LOLA A. HERGET, his wife	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Paul F. Due, and the National Surety Corporation, a body corporate, duly incorporated under the Laws of the State of New York, are held and firmly bound unto the State of Maryland, in the full and just sum of Four Thousand ($4,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 22nd day of January, in the year Nineteen hundred and fifty-four.

WHEREAS, the above bounden Marvin I. Anderson and Paul F. Due, by virtue of the power contained in a mortgage from R. Milton Herget, and Lola A. Herget, his wife, to Annie M. Odenwald, bearing date the 15th day of June, 1953 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 284 folio 105 and assigned to Marvin I. Anderson and Paul F. Due for the purposes of foreclosure and they, the said Marvin I. Anderson and Paul F. Due having sold the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson and Paul F. Due shall well

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Filed 25 Jan., 1954.

and truly and faithfully perform the trust reposed in them under the mortgage aforesaid, and shall abide by and fulfill any order of 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 Marvin I. Anderson and Paul F. Due set their hands and seals and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed & Delivered
in the Presence of

Catherine N. Botts

Marie L. Frisbee

Marvin I. Anderson (SEAL)

Paul F. Due (SEAL)

NATIONAL SURETY CORPORATION
BY:

Marvin I. Anderson
Attorney-in-fact

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LIBER 86 PAGE 573

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 7, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. - 10787

R. Milton Herget

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 January, 1954. The first insertion being made the 17th day of December, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 11906

By Bessie Tate

17

Filed 26 Jan., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,787 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF R. MILTON HERGET and LOLA A. HERGET, his wife.

Ordered, this 9th day of DECEMBER, 1953, That the sale of the Property in these Proceedings mentioned made and reported by PAUL F. DUE and MARVIN I. ANDERSON, Assignees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of JANUARY next.

The report states that the amount of sales to be $8,525.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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LIBER 86 PAGE 574

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *February 4*, 1954

We hereby certify, that the annexed

Assignee's Sale

R. Milton Herget

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *3* successive weeks before the *2nd* day of *December*, 1953. The first insertion being made the *5th* day of *November*, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By *Marie Tate*

Filed 5 Feb., 1954.

ASSIGNEE'S SALE
— OF —
VALUABLE, RESIDENTIAL PROPERTY
At Linthicum Heights, Anne Arundel County, Maryland, Known As 218 South Camp Meade Road.

Under and by virtue of the power of sale contained in a mortgage from R. Milton Herget and Lois A. Herget, his wife, dated June 15, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 284 folio 105, default having occurred therein, the undersigned assignees will sell at the Court House door (Church Circle) in the City of Annapolis on December 2nd, 1953, at 11:00 o'clock A. M.

All that piece or parcel of ground situate in Anne Arundel County in the Fifth Election District and described as follows:

BEGINNING for the same on the Northwest side of Annapolis Road, at a point distant nine hundred and fifteen and twenty-six one hundredths feet Southwesterly from Maple Road, said place of beginning being at the intersection of Lots Nos. 1 and 2, and running thence Southwesterly binding on the Northwest side of Annapolis Road fifty and two one-hundredths feet to the Southwesternmost outline of the whole property, thence North seventy-two degrees thirty-one minutes West two hundred and forty-nine and seven-tenths feet to a point distant five feet southeasterly from the right of way of the Baltimore and Annapolis Short Line Railroad, thence Northeasterly parallel to said right of way, and distant five feet southeastorly therefrom, one hundred and thirteen and eighty-five one-hundredths feet more or less to Lot No. 2, thence Southeasterly binding on said Lot No. 2, two hundred and forty-two and ninety-six one-hundredths feet to the place of beginning. Being Lot No. 1 on Plat No. 2 of Linthicum Heights. Subject to the covenants and restrictions of record.

Improved by a 1½-story frame shingled dwelling, containing 5 rooms, pantry and bath on the first floor, 1 room and 1 lavatory on the second floor, front and back porch with combination garage, basement, water, and electricity.

Terms: One thousand dollars at time of sale, balance with interest on ratification of the sale by the Court on all cash at time of sale. Taxes to be adjusted to day of sale.

For further particulars apply to the undersigned.

MARVIN I. ANDERSON
20-U - West Street,
Annapolis, Maryland.

PAUL F. DUE,
Baltimore Life Building,
Suite 200,
Baltimore 1, Maryland.
Assignees.

GEORGE W. SCIBLE, Auctioneer.

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LIBER 86 PAGE 575

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~xxx~~
R. Milton Herget
and
Lola A. Herget, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,848 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.

February 25, 1954

All of which is respectfully submitted.

Susan K. Dickey
Auditor.

Filed 3 Mar., 1954.

February 20, 1952

All of which is respectfully submitted.

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of R. Milton Herget and Lola A. Herget, his wife

in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	288	00	338	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	26	25		
Auditor - stating this account	36	00		
			72	25
To Assignee for Expenses, viz:				
Capital-Gazette Press, Inc. -advertising sale	32	82		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Co. - bond premium and additional bond premium	36	00		
The Sun - advertising sale	8	40		
Barrett Printing Co. - handbills	12	75		
George W. Scible - auctioneer's fee	35	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Sarah C. Kirby - notary fees	1	00		
Myrtle Sturm - notary fee		50	151	12
To Annie M. Odenwald, mortgagee - in full for mortgage claim	3,808	20	3,808	20
To Assignee for Claimes filed by Executor of Estate of R. Milton Herget (Order of 2/17/54), viz:				
The Equitable Trust Co. -balance due on note	48	81		
American Optical Co. - balance due (acct.)	6	06		
Brager-Eisenberg, Inc - " " "	2	02		
Robert F. Seward - " " "	4	04		
Hutzler Bros. Co. - " " "	7	42		
J. P. Muliere, Agent - " " "	3	00		
Hilbert Optical Co. - " " "	124	51		
Montgomery Ward Co. - " " "	10	05		
The Hecht Co. - " " "	1	21		
Standard Oil Co. - " " "	11	40		
Memo Book Sales Co. - " " "	11	85		
Baush & Lomb Optical Co.- " " "	66	33		
Federalist Newspaper - " " "	1	50		
Stewart & Co. - " " "		91		
Labor Herald - " " "	1	50		
Comptroller of Treasury -balance due on claim for sales taxes, etc.	11	60		
Doering & Warfield - balance due (acct)	5	02	317	23

BALANCE FOR DISTRIBUTION - $3,923.33			
Distributed to the devisees under the Last Will and Testament of R. Milton Herget, as follows:			
To Erma Rowe Herget, Widow - one-half	$1,961.67		
LESS: Direct inheritance tax	19.62	1,942	05
To Kenneth Owen Herget, son - one-half	$1,961.66		
LESS: Direct inheritance tax	19.61	1,942	05
To R. Glenn Prout, Register of Wills - total direct inheritance tax		39	23
			3,923 33
			8,610 13

Z.J

with Marvin I. Anderson, Assignee Cr.

1953				
Dec.	2	Proceeds of Sale	8,525 00	
		Interest on deferred payment to 2/2/54	75 25	8,600 25
		Refund 1953 State and County taxes - twenty-nine days	9 88	9 88
				8,610 13

LIBER 86 PAGE 579

ORDER NISI

In the Matter of the Sale of
the Mortgaged Real Estate
of ~~XXXXXX~~
R. Milton Herget
and
Lola A. Herget, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,848 Equity.

ORDERED, This 3 day of March, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 12 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12 day of April next.

John H. Hopkins, 3rd, Clerk

Filed 3 Mar, 1954

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of April, 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~~ Commissioner apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 13 Apr, 1954

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. 10,848 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of R. MILTON HERGET And LOLA A. HERGET, His Wife.

Ordered, this 3rd day of March, 1954, 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 April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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CERTIFICATE OF PUBLICATION

Annapolis, Md., March 31, 1954

We hereby certify, that the annexed Order Nisi - Aud. Acct. Eq. 10848

R. Milton Herget

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 April, 1954. The first insertion being made the 11th day of March, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 13 Apr, 1954.

No. M.G. 412

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LIBER 86 PAGE 580

In the Matter	:	No. 10,835 Equity
of the Sale	:	
of the	:	In the
Mortgaged Real Estate	:	Circuit Court
of	:	for
Vanus Elwood Lowman and June Marguerite Lowman, his wife	:	Anne Arundel County
	:	

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

ORIGINAL MORTGAGE, NOTE AND ASSIGNMENT

Mr. Clerk:

Please docket this suit, file the original mortgage, note and assignment.

George B. Woelfel

George B. Woelfel, Assignee,
9-11 School Street,
Annapolis, Maryland.

Filed 13 Oct, 1953.

LIBER 86 PAGE 581

BOOK 596 PAGE 559

No. 10,835 Equity

TO ... COUNTY—34

This Mortgage, Made this — — Thirtieth — — day of October- - -

in the year nineteen hundred and fifty, by and between VANUS ELWOOD LOWMAN and JUNE MARGUERITE LOWMAN, his wife, -

Mortgagors of Anne Arundel County, - in the State of Maryland, of the first part, and THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate, of

Anne Arundel County, State of Maryland, - - Mortgagee , of the second part, Witnesseth:

WHEREAS, the said parties of the first part, Vanus Elwood Lowman and June Marguerite Lowman, his wife, are justly and bona fide indebted unto the said The Farmers National Bank of Annapolis in the full and just sum of TWO THOUSAND FIVE HUNDRED ($2,500.00) DOLLARS, for the payment whereof, the said parties of the first part have passed to the said The Farmers National Bank of Annapolis their joint and several promissory note of even date herewith in the amount of Two Thousand Five Hundred ($2,500.00) Dollars, payable Eight (8) years after date, with interest thereon at the rate of Five (5%) per cent per annum; to be repaid at the rate of Thirty-one Dollars and Sixty-five Cents ($31.65) monthly, said payments to be applied first to interest due on the current unpaid balance of principal and remainder of payment to be applied to the reduction of the principal; first of said payments to be due and payable One (1) month from the date hereof.

IT IS AGREED AND UNDERSTOOD between the parties hereto that the said parties of the first part shall have the right and privilege of making larger payments on account of the said principal sum at any payment due date.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that any balance due on the said principal sum aforesaid at the end of Eight (8) years shall be due and payable on the thirtieth - - - - day of October, 1958.

IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that a failure on the part of the said parties of the first part, their heirs, personal representatives, or assigns, to make the payments hereinabove set forth shall constitute a default under this mortgage, and no waiver of any one breach of any covenant herein shall be construed to constitute a waiver of the covenant itself, or any subsequent breach thereof; and

WHEREAS, the execution of this mortgage to secure the payment of the said sum of Two Thousand Five Hundred ($2,500.00) Dollars, plus interest thereon, was a condition precedent to said loan.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagors, Vanus Elwood Lowman and June Marguerite Lowman, his wife, - do - - grant and convey unto the said Mortgagee , The Farmers National Bank of Annapolis, its successors- - - - - - - - heirs and assigns, in fee simple, all that - - - - - - - - - lot- - - -or parcel - - - of ground situate and lying in the Fourth Election District of Anne Arundel County, State of Maryland, and described as follows, according to a plat and survey made by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in May, 1948, to wit:

Filed 13 Oct., 1953.

BEGINNING for the same at an iron pipe set on the Northeast side of Breitwert Avenue where the same is intersected by the division line between Lots Nos. 192 and 193 as shown on a plat of "Bonaventure" recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-3, Plat 111; and running from thence and with said division line, North 44 degrees 55 minutes East 200 feet to a pipe; thence at right angles, South 45 degrees 05 minutes East 50 feet to a pipe; thence with the division line between Lots Nos. 193 and 194, South 44 degrees 55 minutes West 200 feet to a pipe set on the Northeast side of said Breitwert Avenue; thence with the same, North 45 degrees 05 minutes West 50 feet to the place of beginning. Being Lot No. ONE HUNDRED NINETY-THREE (193) as shown on the abovementioned plat of "Bonaventure".

Being the same property conveyed to Vanus Elwood Lowman and June Marguerite Lowman, his wife, by Reuben H. Houghton and C. Felice Houghton, his wife, by Deed dated the 21st day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470, folio 350.

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

TO HAVE AND TO HOLD the aforesaid parcel - - - of ground and premises unto and to the proper use and benefit of the said Mortgagee , The Farmers National Bank of Annapolis, its- successors, ~~heirs~~ and assigns, forever.

PROVIDED, that if the said Mortgagors aforesaid, their - heirs, personal representative or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Two Thousand Five Hundred ($2,500.00)- - - - - - - - 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 further agreed that, until default be made in the premises, the said Mortgagors aforesaid 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 Mortgagors aforesaid 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

86 PAGE 583

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 R. Tilghman Brice, III, 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 fifty - - - - - - - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee, its successors, heirs, personal representatives and assigns under this Mortgage, whether the same shall have 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 advertisements 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, heirs, personal representatives or assigns, or R. Tilghman Brice, III, their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same is 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, as aforesaid for themselves, their- - - - - - - heirs, personal representatives, and assigns, do - - - - - - - further covenant to insure with such coverage as may be required from time to time by the Mortgagee, its- - - - successors, heirs, personal representatives or assigns, and pending the existance of this Mortgage, to keep insured in some good company or companies satisfactory to the Mortgagee, its- - - - - - - - - successors, heirs, personal representatives, or assigns, the improvements on the hereby mortgaged land to the amount of Two Thousand Five Hundred ($2,500.00)- - - - - - - - - - Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, or other loss, to inure to the benefit of the said Mortgagee, its- - - - - - - successors, heirs, personal representatives or assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee, its- - - - successors, heirs, personal representatives or assigns.

IT being understood and agreed that if the Mortgagors, their- - - - heirs, personal representatives, or assigns, fails to pay any taxes and/or insurance premiums, the Morgagee, its- - - - successors, heirs, personal representatives, or assigns, may in their discretion pay the same and charge said taxes and/or insurance premiums to the mortgage indebtedness.

WITNESS the hands and seals of the said Mortgagors.

Test:

Beatrice A. Velenovsky

Vanus Elwood Lowman (SEAL)
Vanus Elwood Lowman

June Marguerite Lowman (SEAL)
June Marguerite Lowman

(SEAL)

(SEAL)

STATE OF MARYLAND, Anne Arundel - - - - - - - - - - - COUNTY, TO WIT:

I Hereby Certify, that on this thirtieth - - - - - day of October - - - - - - in the year nineteen hundred and Fifty, - - - - - - before me, the subscriber, a Notary Public- - - - of the State of Maryland, in and for the County aforesaid, personally appeared VANUS ELWOOD LOWMAN and JUNE MARGUERITE LOWMAN, his wife, -

the Mortgagors named in the aforegoing Mortgage and they acknowledged the aforegoing Mortgage to be their- - - act. At the same time also appeared Daniel H. Nichols, Cashier of THE FARMERS NATIONAL BANK OF ANNAPOLIS, a body corporate, 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 made oath in due form of law that he is the Agent of the Mortagee and duly authorized to make this affidavit.

AS witness my hand and Notarial Seal.

Beatrice A. Velenovsky
Beatrice A. Velenovsky
NOTARY PUBLIC

Recorded-31st-Oct.-1950-at-9:00-A.M.

FOR VALUE RECEIVED, The Farmers National Bank of Annapolis, a body corporate, hereby assigns the within mortgage and the debt secured thereby to Edgar R. Eutsler and Cecille G. Eutsler, without recourse.
WITNESS the name of The Farmers National Bank of Annapolis, by J. N. Shumate, its President, and its corporate seal attested by R. E. Heise, its Cashier, this 26th day of August, 1953.

ATTEST:
R. E. Heise
R. E. Heise, Cashier

THE FARMERS NATIONAL BANK OF ANNAPOLIS
BY: *J. N. Shumate*
J. N. Shumate, President

MORTGAGE
FROM
VANUS ELWOOD LOWMAN
JUNE MARGUERITE LOWMAN, his wife,
TO
THE FARMERS NATIONAL BANK
OF ANNAPOLIS

Lot No. 193 of "Bonaventure" Fourth Election District of Anne Arundel County, State of Maryland.

Received for Record *Oct 31*, 19*50*
at *9* o'clock *A* M. Same day recorded
in Liber *J.H.H.* No. *596* Folio *559* &c.,
one of the Land Records of *A.A. Co.* examined per
John H. Hopkins 3rd, Clerk.
Cost of Record, $

R. TILGHMAN BRICE, III
ATTORNEY AND COUNSELOR AT LAW
LEE BUILDING — 8 CHURCH CIRCLE
P. O. BOX 133
ANNAPOLIS, MARYLAND

To be filed in Equity #

Sept. 30th, 1953.

For Value Received, we hereby assign the within mortgage unto George B. Woelfel for the purpose of foreclosure.

Witness our hands and seals placed hereon the day and year first above written.

Witness: *Edgar R. Eutsler* (Seal)
Edgar R. Eutsler
Cecille G. Eutsler (Seal)
Cecille G. Eutsler

Mary M. Hoff
Mary M. Hoff

Assmt *13*
[redacted]
John H. Hopkins 3rd
Assmt

Received for Record *28* Day of *Dec* 19*53* at *12.40 P.* M. and the same day recorded in Liber J.H.H. No. *596* Fol. *562* Land Records of Anne Arundel County.
John H. Hopkins 3rd
Clerk

Pd. 764
Pd. 754

LIBER 86 PAGE 585 1725

ADDRESS Breitwert Avenue, Box 266X, Odenton, Maryland

Joint and Several Note

$ 2,500.00

Annapolis, Md., October OCT 30 1950, 1950

Secured by Mortgage of even date herewith

Eight years - - - - - - - - - - - - - - - after date we jointly and severally promise to pay to the order of the FARMERS NATIONAL BANK OF ANNAPOLIS, MD.,

TWO THOUSAND FIVE HUNDRED and no/100- - - - - - - - - - - - DOLLARS
100

payable at said Bank. This note and the mortgage by which it is secured shall be repaid at the rate of $ 31.55 *including* ____ *interest at the rate of* 5 *per cent. per annum on the current unpaid balance of the principal every* month - - -, *first of said payments shall be due and payable* One (1) month *from the date hereof.*

Any unpaid balance at the maturity of this note shall be due and payable Eight (8) years- - - - *from the date hereof.*

In the event that default occurs in the aforesaid payments, the Makers and Endorsers of this note hereby authorize any attorney of record to appear for us in any Court or before any Justice of the Peace at the suit of the Holder at any time after such default and confess judgment in favor of said Holder for the amount due hereon with interest and costs and ten (10%) per cent attorney's collection fees, and authorizes any Justice of the Peace or Clerk of any Court to enter judgment for any amount due on this note within his jurisdiction without appearance of attorney, waiving all exemptions, protests and notice of protest. It is agreed and understood that the waiver of a breach of any of the covenants herein shall not constitute a waiver of the covenant itself, or a subsequent breach thereof.

Vanus Elwood Lowman [SEAL]
Vanus Elwood Lowman

June Marguerite Lowman [SEAL]
June Marguerite Lowman

[SEAL]

[SEAL]

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Filed 13 Oct., 1953.

LIBER 86 PAGE 586

In the Matter	:	No. 10835 Equity
of the Sale	:	
of the	:	In the
Mortgaged Real Estate	:	Circuit Court
of	:	for
Vanus Elwood Lowman and wife	:	Anne Arundel County
	:	

: : : : : : : : : : :

STATEMENT OF MORTGAGE CLAIM

Statement of mortgage claim of George B. Woelfel, Assignee, under the mortgage assigned to him by Edgar R. Eutsler and wife dated September 30th, 1953, , and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 596, folio 562.

Amount of principal due	$1774.80
Interest at the rate of 5% from June 28th,1953, to November 10th, 1953	32.78
	$1807.58

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 28th day of October, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee, and made oath in due form of law that the foregoing is a true statement of the amount remaining due him of his mortgage claim described therein, and that he has not received any security or satisfaction therefor, other than the mortgage referred to in said statement.

Witness my hand and seal Notarial.

Mary M. Hoff
Notary Public

Filed 28 Oct., 1953.

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LIBER 86 PAGE 587

No. 10835 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, 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 Four Thousand Dollars ($4,000.00) 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 day of October, 1953.

WHEREAS by virtue of a power of sale contained in a mortgage from Vanus Elwood Lowman and June Margurite Lowman, his wife, to The Farmers National Bank of Annapolis, Maryland, and subsequently assigned to Edgar R. Eustler and Cecile G. Eustler, his wife, bearing date on or about October 30, 1950, the said George B. Woelfel, Assignee, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said George B. Woelfel, Assignee, is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounded George B. Woelfel, Assignee, 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

George B. Woelfel (SEAL)
George B. Woelfel, PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-fact
SURETY

Approved this 28 Oct., 1953
John H. Hopkins, 3rd, Clerk

Filed 28 Oct., 1953.

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In the Matter of the	:	No. 10835 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	
Vanus Elwood Lowman and	:	Circuit Court
June Marguerite Lowman,	:	for
his wife	:	Anne Arundel County
	:	

: : : : : : : : :

AUCTIONEER'S CERTIFICATE AND

PURCHASER'S AGREEMENT

: : : : : : : : :

I hereby certify that upon this 10th day of November, 1953, I sold the within described property unto Edgar R. Eustler and Cecile Eustler his wife at and for the sum of Fifteen hundred Dollars, they being at that figure the highest bidders therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George B. Woelfel

Robt. A. Campbell (Seal)
Auctioneer

We hereby certify that upon this 10th day of November, 1953, We purchased the within described property from George B. Woelfel, Assignee, at and for the sum of Fifteen hundred (1500) Dollars and We do hereby agree to comply with the terms of sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George B. Woelfel

Edgar R. Eutsler (Seal)
Cecile Eutsler
By Edgar R. Eutsler

Filed 10 Nov, 1953.

Legal Notices

PUBLIC SALE OF VALUABLE REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Vanus Elwood Lowman and June Marguerite Lowman his wife dated the 30th day of October 1950 which is recorded among the Land Records of A. A. Co. in Liber J. H. H. No. 590 folio 559 and by short assignments thereof recorded at the foot of the aforesaid mortgage, the undersigned as Assignee will offer for sale at Public Auction at the Court House Door, in the city of Annapolis, Maryland, on

Tuesday, November 10, 1953
at 10 A. M.

All that Lot of ground situate at Odenton in the 4th Election District of Anne Arundel County, Being Lot No. 103 as is shown on a Plat of "Bonaventure" recorded among the Land Records aforesaid in Plat Cabinet No. 2 Rod-3 Plat 111 Being rectangular in shape having a frontage on Breitwert Avenue of 50 feet and an even depth of 200 feet.

IMPROVEMENTS: This lot is improved by a five room and bath cinder block bungalow with a basement and electricity and hot water heat.

TERMS OF SALE: A deposit of Five hundred ($500) Dollars will be required on the day of sale. Balance to be paid in cash upon the ratification of the sale. Deferred payments to bear interest at the rate of 6 per cent or all cash at the option of the purchaser.

For further particulars apply
GEORGE B. WOELFEL, Assignee
9-11 School St.
Robert Campbell, Auctioneer. n-5

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In the Matter of the	:	No. 10835 Equity
Sale of the Mortgaged	:	In the
Real Estate of	:	Circuit Court
Vanus Elwood Lowman and	:	for
June Marguerite Lowman,	:	Anne Arundel County
his wife	:	
	:	

: : : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Assignee, of the mortgage from Vanus Elwood Lowman and June Marguerite Lowman, his wife, dated 30th day of October, 1950, and recorded among the Land Records of Anne Arundel County in Liber 596, folio 559, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said mortgage prescribed, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette, a weekly newspaper, printed and published in the City of Annapolis, Maryland, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Court House Door, in the said City of Annapolis, on the 10th day of November, 1953, at ten o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your Assignee offered at public sale to the highest bidder the property mentioned in said mortgage, lying, being and situate in the Fourth Election District of Anne Arundel County, at Odenton, and being Lot No. 193 as is shown on a Plat of "Bonaventure" recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod "C", Plat 111. Being rectangular in shape having a frontage

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Filed 10 Nov, 1953.

on Breitwert Avenue of 50 feet and an even depth of 200 feet.

Being the same property which was conveyed unto Vanus Elwood Lowman and wife by Reuben Houghton and C. Felice Houghton, his wife, by deed dated the 21st day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470, folio 350.

And your said Assignee sold the above described property unto Edgar R. Eutsler and Cecile Eastber his wife at and for the sum of Fifteen hundred ~~and no~~ ($1500) Dollars, they being at that figure the highest bidders therefor, the terms of said sale being a deposit of Five Hundred ($500) Dollars, balance upon ratification of sale.

Respectfully submitted,

George B. Woelfel

George B. Woelfel, Assignee,
9-11 School Street,
Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 10th day of November, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Assignee named in the above report of sale, and made oath in due form of law, that the matters and facts stated in the aforegoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff

Mary M. Hoff, Notary Public

ORDER NISI

LIBER 86 PAGE 591

In the Matter of the Sale of the
Mortgaged Real Estate of

~~XXXXXXX~~

Vanus Elwood Lowman and
June Marguerite Lowman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,835 Equity

Ordered, this 10 day of November, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Assignee, ~~Trustees~~,

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

The report states that the amount of sales to be $ 1,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

Filed 10 Nov., 1953.

In the Matter of the Sale of the
Mortgaged Real Estate of

~~XXXXXXX~~

Vanus Elwood Lowman and
June Marguerite Lowman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 16 day of December, 19 53 that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 16 Dec., 1953.

LIBER 86 PAGE 592

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 8, 1953

We hereby certify, that the annexed

Order Nisi.

Eq. 10,835.

Vanus Elwood Lowman.

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 Dec., 1953. The first insertion being made the 12th day of Nov., 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Hoyt P. Tilghman

Filed 15 dec 1953.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,835 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate of VANUS ELWOOD LOWMAN And JUNE MARGUERITE LOWMAN, His Wife.

Ordered, this 10th day of November, 1953, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sales to be $1,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-3

Filed 15 dec 1953.

No. M. G. .....

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In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Vanus Elwood Lowman
and
June Marguerite Lowman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,835 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.

February 10, 1954

All of which is respectfully submitted.

Laura R. Hopkins
Auditor.

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Filed 10 Feb., 1954.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Vanus Elwood Lowman and June Marguerite Lowman, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	76	50	126	50
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	25	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	16	00		
Robert H. Campbell - auctioneer's fee	15	00		
Clerk of Court - recording assignment	1	75		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Mary M. Hoff - notary fees	1	00	74	40
To Assignee for Taxes, viz:				
1952 State and County taxes	67	23		
Tax sale costs and advertising - 1952 taxes	11	23		
1953 State and County taxes ($69.25-adj.)	59	62	138	08
To Edgar R. Eutsler and Cecille G. Eutsler, his wife, assignee of the mortgage filed herein - this balance on account mortgage claim	1,123	27	1,123	27
			1,500	00
Amount of mortgage claim filed	1,807	58		
Cr. Amount allowed as above	1,123	27		
Balance subject to decree in personam	684	31		

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with George B. Woelfel, Assignee Cr.

1953				
Nov.	10	Proceeds of Sale	1,500 00	1,500 00
			1,500 00	

ORDER NISI LIBER 86 PAGE 596

In the Matter of the Sale of the ~~VERSUS~~ Mortgaged Real Estate of Vanus Elwood Lowman and June Marguerite Lowman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,835 Equity.

ORDERED, This 10 day of February, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of March next.

Filed 10 Feb. 1954 John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of April, 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.

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 22, 1954

We hereby certify, that the annexed Order Nisi - Eq. 10.835 Auditor Account Vanus Elwood Lowman

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 March, 1954. The first insertion being made the 11th day of February, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 22 Apr., 1954

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,835 Equity
In The Matter Of The Sale Of The Mortgaged Real Estate Of VANUS ELWOOD LOWMAN And JUNE MARGUERITE LOWMAN, His Wife.
Ordered, this 10th day of February, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of March next.
JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-4

No. M.G. .....

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