LIBER 88 PAGE 1

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM W. MORGAN, Jr. and DOROTHY M. MORGAN, his wife	No. 10,902 Equity In The Circuit Court for Anne Arundel County

MR. CLERK:

Please institute the above entitled case and file the original mortgage and Statement of Mortgage Debt.

George E. Rullman,
Attorney named in Mortgage

Filed 18 Jan., 1954

COUNTY FORM

LIBER 88 PAGE 2
LIBER 517 PAGE 336

No. 10,902 Equity

This Mortgage, Made this eighth day of April, in the year one thousand, nine hundred and forty-nine (1949), Between William W. Morgan, Jr. and Dorothy M. Morgan, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Six Thousand Two Hundred Sixty ($6,260.00) Dollars, being part of the purchase money for the property hereinafter described; and

WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment of Seventy ($70.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of May, 1949, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Mortgagors do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All those lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Numbers Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), of Block Fifty-seven (57), as shown on a plat entitled "Avalon Shores, Section D", made by Joseph N. Starkey, C. E., in September, 1938, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-8, Plat 4.

Being the same property conveyed to the within named Mortgagors by Summer Colonies, Incorporated, by deed dated March 31, 1949, , and intended to be recorded among the Land Records of said County immediately prior to these presents.

Filed 18 Jan., 1954

Together with the buildings and improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said Mortgagee, its successors and assigns.

LIBER 88 PAGE 4

Provided, however, if the said Mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its 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; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (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; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (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 installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

AND it shall be lawful for the said Mortgagee, its successors or assigns, or for GEORGE E. RULLMAN, its attorney or agent, at any time after default in any of the covenants or conditions of this mortgage, to sell the hereby mortgaged property, or so much thereof as may be necessary to satisfy said mortgage debt, and interest, and all expenses incident to said sale, and to grant, assign or convey the said property to the purchaser thereof, his, her or their heirs, personal representatives or assigns; and which sale shall be made in the following manner, to wit: upon giving twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and such other notice as by said Mortgagee may be deemed expedient; and in the event of such sale under the powers hereby granted, the proceeds thereof shall be applied as follows: first, to the payment of all expenses incident thereto, including a fee of $50.00 and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of similar property by virtue of a decree of a Court of equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the Mortgagee, its successors and assigns, under this mortgage whether or not the same shall have then matured; and the surplus shall be paid to the Mortgagors, their heirs, personal representatives, or assigns, or to whomsoever may be entitled to the same.

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

The said Mortgagors covenant that they will warrant specially the title to the property here conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said Mortgagors.

Witness:

Ruby W. Chaney
Ruby W. Chaney

William W. Morgan Jr. (SEAL)
William W. Morgan, Jr.

(SEAL)

Dorothy M. Morgan (SEAL)
Dorothy M. Morgan

(SEAL)

LIBER 517 PAGE 338

LIBER 88 PAGE 5

LIBER 517 PAGE 339

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this eighth day of April, 1949, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared William W. Morgan, Jr. and Dorothy M. Morgan, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Ruby W. Chaney
Ruby W. Chaney, Notary Public.

Recorded- 11th April, 1949, at 2:30 P.M.

PURCHASE MONEY
MORTGAGE
FROM

William W. Morgan, Jr. and

Dorothy M. Morgan, his wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record April 11, 1949.
at 2:30 o'clock P.M. Same day recorded
in Liber No. 517 Folio 336
etc., one of the Land Records of
County, and examined, per
Cost of Record, $ 3.00

Clerk.

GEORGE E. RULLMAN
ATTORNEY-AT-LAW
Lee Building
Annapolis, Maryland

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM W. MORGAN, Jr. and DOROTHY M. MORGAN, his wife	No. 10,902 Equity In the Circuit Court for Anne Arundel County

STATEMENT OF MORTGAGE DEBT

To balance due on principal	$5,633.08
To interest to January 18, 1954	28.17
Total due	$5,661.25

2/16/54 - cit 15.10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 18th day of January, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal,

BARBARA ANN SCHWARTZ NOTARY PUBLIC ANNE ARUNDEL CO., MD.

Barbara Ann Schwartz

Barbara Ann Schwartz, Notary Public

6

Filed 18 Jan., 1954

F. 21783 500 9-35 Made in U.S.A.

LIBER 88 PAGE 7 No. 10,902 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Annapolis, Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand ($6,000.00) - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of January, in the year of our Lord 1954

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from William W. Morgan, Jr., and Dorothy M. Morgan, his wife to First Federal Savings & Loan Association of Annapolis bearing date the 8th day of April, 1949 and recorded among the ~~mortgage~~ Land records of Anne Arundel County in Liber J.H.H. No. 517 Folio 336 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman

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 George E. Rullman

has hereto set his hand and seal and the said body corporate has caused these presents to be duly signed by its duly authorized agent and attorney in fact, the day and year first herein above written.

Signed, Sealed and Delivered in the Presence of

Jose M. Sutto

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
ROSE M. BAUSCH ATTORNEY-IN-FACT

As to Surety

Estelle M. Fiedler
ESTELLE M. FIEDLER

Attorney in fact

Approved this 29 Jan., 1954.
John H. Hopkins, 3rd, Clerk.
Filed 29 Jan., 1954.

7

LIBER 88 PAGE 8 Equity No. 10,902

GEORGE W. SCIBLE - - - - - - - - - - **Auctioneer**

PUBLIC SALE

— OF VALUABLE —

Residence Property

SITUATE AT AVALON SHORES IN THE SEVENTH DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, IMPROVED BY A FRAME COTTAGE WITH MODERN CONVENIENCES.

Under and by virtue of the power of sale contained in a mortgage from William W. Morgan, Jr., and Dorothy M. Morgan, his wife, dated April 8, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 517, folio 336, the undersigned attorney named in said mortgage to make sale of said property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland.

TUESDAY, FEBRUARY 16th, 1954

AT 11 O'CLOCK, A.M.

the following described property, namely:

All those lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Numbers Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), of Block Fifty-seven (57), as shown on a plat entitled "Avalon Shores, Section D," made by Joseph N. Starkey, C. E., in September, 1938, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-8, Plat 4.

BEING the same property conveyed to the said William W. Morgan, Jr., and Dorothy M. Morgan, his wife, by Summer Colonies, Incorporated, by deed dated March 31, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 517, folio 334.

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

GEORGE E. RULLMAN,
Attorney Named In Mortgage,
Lee Building, Annapolis, Md.

CAPITAL-GAZETTE PRESS, ANNAPOLIS, MD.

Filed 16 Feb., 1954

I hereby certify that on this 16th day of February, 1954, the property described in this Hand Bill was offered at Public Sale and bid on by **Summer Colonies, Inc.** as at and for the sum of $6,150.00 : then and there being **the highest** bidder therefore.

George W. Scible, Auctioneer

On this 16th day of February, 1954, we purchased the property described in this Hand Bill at and for the sum of $6,150.00 and we hereby agree to comply with the terms of sale as set forth.

SUMMER COLONIES, INC.

BY: John M. Thomas
John M. Thomas, Secretary

Purchaser

9

Filed 16 Feb., 1954.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILLIAM W. MORGAN, JR. and DOROTHY M. MORGAN, His wife	:	No. 10,902 Equity In the Circuit Court for Anne Arundel County

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of George E. Rullman, Attorney named in Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from William W. Morgan, Jr. and Dorothy M. Morgan, his wife, dated April 8, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 517, folio 336, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Southern Maryland Times, a newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House door, in the City of Annapolis, Maryland, on Tuesday, February 16, 1954, at eleven O'clock A. M., and then and there sold the said property to Summer Colonies, Inc. at and for the sum of Six Thousand One Hundred Fifty Dollars ($6,150.00), it then and there being the highest bidder therefor, which property is described as follows:

> ALL those lots of ground situate in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Numbers Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14) of Block Fifty-seven (57), as shown on a plat entitled "Avalon Shores, Section D", made by Joseph N. Starkey, C.E., in September, 1938, and recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-8, Plat 4.

Filed 16 Feb., 1954.

10

BEING the same property conveyed to the said William W. Morgan, Jr. and Dorothy M. Morgan, his wife, by Summer Colonies, Incorporated, by deed dated March 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 517, folio 334.

And the said Attorney further reports that he has received from the said purchaser the deposit as required by the terms of sale, and has also received the purchaser's agreement to comply with the terms of sale, which are as follows:

TERMS OF SALE: A deposit of $500.00 will be required of the purchaser or purchasers on the day of sale, balance of purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman

George E. Rullman, Attorney named in Mortgage

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

I hereby certify that on this 16th day of February, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Schwartz

Barbara Ann Schwartz, Notary Public

//

LIBER 88 PAGE 12

ORDER NISI

In The Matter Of The Sale Of The Mortgaged Real Estate Of

~~Mortgagor~~

William W. Morgan, Jr., and Dorothy M. Morgan, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,902 Equity

Ordered, this 16 day of February, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by George E. Rullman, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 6,150.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 16 Feb., 1954.

(Final Order)

In The Matter Of The Sale Of The Mortgaged Real Estate Of

~~Mortgagor~~

William W. Morgan, Jr., and Dorothy M. Morgan, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of March, 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 30 Mar., 1954.

15

LIBER 88 PAGE 13 OFFICE OF

~~Southern Maryland Times~~
Waldorf Leader
Published by

SPEER PUBLICATIONS, INC.

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,002 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of WILLIAM W. MORGAN, JR., And DOROTHY M. MORGAN, His Wife.

Ordered, this 16th day of February, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by George [illegible] Rollman, Attorney named in Mortgage, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $6,150.00.

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1954

We hereby certify, that the annexed

Order Nisi. Sale.
Eq. 10-902.
William W. Morgan, Jr.

was published in

Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of March 1954. The first insertion being made the 25th day of February 1954.

SPEER PUBLICATIONS, INC.

By Hazel O. Wilgus

No. S. M. T. .....

15

Filed 30 Mar., 1954.

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs.~~
William W. Morgan, Jr.
and
Dorothy M. Morgan, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,902 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.

April 27, 1954

All of which is respectfully submitted.

Laura K. Eichling
Auditor.

Filed 28 Apr., 1954.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of William W. Morgan, Jr. and Dorothy M. Morgan, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	216	31	266	31
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - this account	13	50	42	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	26	25		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Co. - bond premium	24	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Barbara Ann Schwartz - notary fees	1	00	107	09
To Attorney for Taxes, viz:				
1954 State and County taxes ($60.14 -adj)	8	09	8	09
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim filed	5,661	25		
Interest to 2/16/54	15	10	5,676	35
To William W. Morgan, Jr., and Dorothy M. Morgan, his wife, mortgagors - this balance	110	17	110	17
			6,210	26

with George E. Rullman, Attorney named in Mortgage Cr.

1954						
Feb.	16	Proceeds of Sale	6,150	00		
		Interest on deferred payment	60	26	6,210	26
					6,210	26

ORDER NISI LIBER 88 PAGE 17

In the Matter of the Sale of the Mortgaged Real Estate of William W. Morgan, Jr. and Dorothy M. Morgan, his wife

VERSUS

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,902 Equity.

ORDERED, This 28 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 7 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of June next.

Filed 28 Apr. 1954 John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8 day of June, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed June 8, 1954

Benjamin Michaelson
Judge.

WALDORF LEAF
Southern Maryland Times

Published by
SPEER PUBLICATIONS, INC.

17

Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,902 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of WILLIAM W. MORGAN, JR., And DOROTHY M. MORGAN, His Wife.

Ordered, this 28th 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 7th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-20

No. S. M. T. 983

18

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 2, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10902

William W. Morgan, Jr.

was published in

WALDORF LEAF
Southern Maryland Times

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of June, 1954. The first insertion being made the 6th day of May, 1954.

SPEER PUBLICATIONS, INC.

By Marie Tate

Filed 8 June, 1954.

LIBER 88 PAGE 18

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
vs.	:	FOR
MARTIN WELLER ADAMS and ANNA INEZ ADAMS, his wife	:	ANNE ARUNDEL COUNTY
	. . . . .	No. 10,950 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 12 Mar., 1954

LIBER 88 PAGE 19

[DR.—CITY OR COUNTY]

LIBER 746 PAGE 281

Mortgage

No. 10,950 Equity

THIS MORTGAGE, Made this 26th day of March, in the year Nineteen Hundred and Fifty-three, by and between Martin Weller Adams and Anna Inez Adams, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Thirty-eight Hundred Dollars ($ 3800.00), 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 Thirty-eight Hundred Dollars ($ 3800.00), 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 Thirty-two and 07/100 Dollars ($ 32.07), 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 April, 19 53, and continuing on the first day of each month thereafter until the principal and interest 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.

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

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 the First District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Forty-six Hundred Nine (4609), Forty-six Hundred Ten (4610) and Forty-six Hundred Eleven (4611), together with the right, title, and interest, if any, of the party of the first part, in and to that portion of the road or roads, streets, or avenues, immediately adjoining said premises, all as shown on the plat entitled "Third Map of Woodland Beach, District #1, Anne Arundel County, Maryland", and filed among the Plat Records of Anne Arundel County formerly in Plat Book F.S.R. #3, folio 22, now filed in Plat Cabinet #1, Rod Y, Plat #8.

BEING the same lots of ground which, by deed dated September 28, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 647, folio 484, were granted and conveyed by Mamie L. Masarone, widow, to the herein named Mortgagors.

Plaintiff's Exhibit A.
Filed 12 Mar., 1954

2

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its

successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

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

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

8. That the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, one hundred and eighty (180) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four percentum (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

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

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

WITNESS:

Martin Weller Adams (SEAL)
Martin Weller Adams

Antoinette M. Granese
Antoinette M. Granese

Anna Inez Adams (SEAL)
Anna Inez Adams

_____ (SEAL)

_____

_____ (SEAL)

4

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 26th day of March, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Martin Weller Adams and Anna Inez Adams, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

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

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

Antoinette M. Granese
Notary Public

Antoinette M. Granese
My commission expires May 4, 1953

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Recorded-31st-March-1953-at-2:45-P.M.

TO

FROM

FROM

MARTIN WELLER ADAMS

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 31 Day of MAR 1953 at 2:45 PM and the same day recorded in Liber J.H.H. No. 746 Fol. 284 Land Records of Anne Arundel County

John Hopkins Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

6 25

File No. 11540-T

Property:

Lots 4609-4610-4611
Woodland Beach

Description approved

Execution approved

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
vs.	:	FOR
MARTIN WELLER ADAMS and ANNA INEZ ADAMS, his wife	:	ANNE ARUNDEL COUNTY No. 10,950 Equity

I HEREBY CERTIFY that on this 17th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Jerome Neuman, Secretary of Fairview Federal Savings and Loan Association, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, Martin Weller Adams and Anna Inez Adams, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

Antoinette M. Granese Notary Public

Jerome Neuman Affiant

Filed 12 Mar., 1954

6

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
MARTIN WELLER ADAMS and ANNA INEZ ADAMS, his wife	:	ANNE ARUNDEL COUNTY No. 10,950 Equity

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated March 26, 1953	$ 3800.00
Plus amount advanced for insurance and interest to April 14, 1954	56.03
TOTAL MORTGAGE DEBT	$ 3856.03

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 29th day of March, in the year one thousand nine hundred fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Jerome C. Neuman, Secretary of the Fairview Federal Savings and Loan Association, 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.

Antcinette M. Granese Notary Public

My commission expires May 2, 1955.

Filed 30 Mar, 1954

NO. 70 59 036

No. 10,950 Equity

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, JOHN O. DUMLER,
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 EIGHT THOUSAND - ($8,000.00) 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 26 day of MARCH in the year of our Lord nineteen hundred and fifty-four

Whereas, the above bounden JOHN O. DUMLER
by virtue of the power contained in a mortgage from MARTIN WELLER ADAMS and ANNA INEZ ADAMS, his wife
to FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION
bearing date the 26 day of MARCH and recorded among the mortgage records of the CIRCUIT COURT OF ANNE ARUNDEL COUNTY, MARYLAND in Liber J. H. H. No. 746 Folio 281 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

P. Silvia
P. SILVIA *As to Surety*

By E. V. Shockley
E. V. SHOOKLEY *Attorney-in-Fact*

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

approved this 30 Mar, 1954
John H. Hopkins, 3rd, Clerk
Filed 30 Mar, 1954

8

State of Maryland, Baltimore City, sct:

LIBER 88 PAGE 26

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.

March 26, 19 54

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

N. T. Dercio
Assistant Secretary

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION : IN THE CIRCUIT COURT

: FOR

VS. : ANNE ARUNDEL COUNTY

: (In Equity)

MARTIN WELLER ADAMS and ANNA INEZ ADAMS, his wife : Case No. 10,950

Docket , Folio No.

. . . . . ,

KOHLERMAN & DUMLER, Solicitors
1406 Fidelity Building,
Baltimore 1, Maryland.

MORTGAGE SALE OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY
Lots 4009-4010-4011 Woodland Beach
Anne Arundel County

Under and by virtue of the power and authority contained in a mortgage from Martin Weller Adams and Anna Inez Adams, his wife, to Fairview Federal Savings and Loan Association, a body corporate, dated March 26, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 740, folio 281, (default having occurred thereunder), the undersigned the attorney named to said mortgage will sell at public auction, on the premises, on the 14th day of April, 1954, at 2:30 o'clock p. m. all those lots of ground situate, lying and being in the First District of Anne Arundel County State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Forty-six Hundred Nine (4009), Forty-six Hundred Ten (4010) and Forty-six Hundred Eleven (4011), together with the right, title, and interest, if any, of the party of the first part, in and to that portion of the road or roads, streets, or avenues, immediately adjoining said premises, all as shown on the plat entitled "Third Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", and filed among the Plat Records of Anne Arundel County formerly in Plat Book F. S. R. No. 8, folio 22, now filed in Plat Cabinet No. 1, Rod Y, Plot No. 8, having a frontage on the northwest side of Oakwood Road of sixty feet with a depth of one hundred feet.

The above property is in fee simple and is subject to the restrictions set out in a deed from Frank I. Williams and wife to Edith K. Beno dated September 7, 1933 and recorded among the aforesaid Land Records in Liber F. S. R. No. 120, folio 175.

TERMS OF SALE: A cash deposit of Seven Hundred and Fifty Dollars ($750.00) 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 expenses to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney Named in Mortgage.

ALEX COOPER, Auctioneer. a-8

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 14th day of April, 1954, sold the property described in the attached advertisement of sale at and for the sum of $4300.00 to S. Michaelis & Aldona Z Michaelis 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 ~~I~~ have this 14th day of April, 1954, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $4300 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

S. Michaelis
Aldona Z. Michaelis
Purchaser

10

Filed 21 apr., 1954.

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
MARTIN WELLER ADAMS and ANNA INEZ ADAMS, his wife	*	(In Equity) No. 10,950

****

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

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by the advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did pursuant to said notice on the fourteenth day of April, 1954, at 2:30 o'clock P.M., sell on the premises, the aforesaid fee simple property unto S. Michaelis and Aldona C. Michaelis, his wife, at and for the sum of Forty-three Hundred Dollars ($4300.00) cash, the said S. Michaelis and Aldona C. Michaelis, 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 19th day of April, in the year one thousand nine hundred and fifty-four, 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 Notary Public

My commission expires May 2, 1955.

Filed 21 Apr., 1954

11

LIBER 88 PAGE 29

ORDER NISI

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

MARTIN WELLER ADAMS and ANNA INEZ ADAMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,950 Equity

Ordered, this 21 day of April, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in the Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1 day of June next.

The report states that the amount of sales to be $4,300.00.

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

Filed 21 Apr., 1954

(Final Order)

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

MARTIN WELLER ADAMS and ANNA INEZ ADAMS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 8th day of June, 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 Richardson
Judge.

Filed 8 June, 1954.

LIBER 88 PAGE 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., June 1, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10950

Martin Welder Adams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 1st day of June, 1954. The first insertion being made the 29th day of April, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Mary Yates

Filed 8 June, 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,950 Equity

FAIRVIEW FEDERAL SAVINGS AND AND LOAN ASSOCIATION

Vs.

MARTIN WELDER ADAMS and ANNA INEZ ADAMS, His Wife

Ordered, this 21st day of April, 1954, That the sale of these Property in these Proceedings mentioned, made and reported by John O. Dumler, attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of June next; Provided, a copy of this Order be inserted in some nowspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of June next.

The report states that the amount of sales to be $4,300.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-20

No. MG. 681

13

LIBER 68 PAGE 31

In the Case of

Fairview Federal Savings and Loan Association

VS.

Martin Weller Adams

and

Anna Inez Adams, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,950 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.

June 21, 1954

All of which is respectfully submitted.

Auditor

Filed 23 June, 1954

Dr. Fairview Federal Savings and Loan Association vs. Martin Weller Adams and Anna Inez Adams, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	159	87	234	87
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	50		
Auditor - stating this account	13	50	42	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	41	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sunpapers - advertising sale	13	10		
Postal card advertising and additional posting	7	50		
Fidelity & Deposit Co. of Md. - bond premium	32	00		
Alex Cooper - auctioneer's commission	20	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Antoinette M. Granese - notary fees	1	00		
Helena Reymann - notary fees		50	134	29
To Attorney for Taxes, viz:				
1954 State and County taxes - adjusted	19	76	19	76
To Fairview Federal Savings & Loan Ass'n, mortgagee - in full for mortgage claim filed	3,856	03	3,856	03
To Martin Weller Adams and Anna Inez Adams, his wife, mortgagors - this balance	42	05	42	05
			4,329	00

15

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

1954				
Apr.	14	Proceeds of Sale	4,300 00	
		Interest on deferred payment from 4/14/54 to 6/2/54	29 00	4,329 00
				4,329 00

LIBER 88 PAGE 34

ORDER NISI

Fairview Federal Savings and Loan Association

VERSUS

Martin Weller Adams

and

Anna Inez Adams, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,950 Equity.

ORDERED, This 23 day of June, 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 2 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of August next.

Filed 23 June, 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30 day of August, 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 Richardson

Judge.

Filed 3 Aug., 1954.

LIBER 88 PAGE 35 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. 10,950 Equity
FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION
Vs.
MARTIN WELLER ADAMS And ANNA INEZ ADAMS, His Wife.

Ordered, this 23rd day of June, 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 2nd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

jy-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 16, 1954

We hereby certify, that the annexed

Order Nisi Aud. Acct.
Eq. 10,950.

Martin Weller Adams

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 August, 1954. The first insertion being made the 1st day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 1019

By Harold J. Weissman.

18

Filed 17 July, 1954

ADA B. BRADY, substitute	:	EQUITY NO. 8462
guardian and next friend	:	IN THE
of Mildred K. Carter vs.	:	CIRCUIT COURT
Mildred K. Carter, etc.	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY

: : : : :

PETITION TO DECLARE MILDRED K. CARTER INCOMPETENT

AND

COURT ORDER THEREON ALLOWING FILING OF SAME

NUNC PRO TUNC AS OF JANUARY 13, 1943.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioner, Ada B. Brady, substituted guardian and next friend of Mildred K. Carter, by Linwood L. Clark, her solicitor, respectfully represents:

Filed May 28 1953

1. That your Petitioner submitted testimony and exhibits in these proceedings to effectuate and consummate the sale of the interest of one Mildred K. Carter, an incompetent, in certain real estate set forth in these proceedings; and that your Petitioner inadvertently failed to submit medical testimony and obtain a decree and finding of this Honorable Court showing the said Mildred K. Carter to be incompetent and incapable of administering her affairs and estate.

2. That this Honorable Court passed a Decree in these proceedings dated January 13, 1943, decreeing the sale of the one-eighteenth (1/18) interest of the said incompetent without the aforesaid finding and there appears no medical certification or evidence of such incompetency in said proceedings.

3. That the said one-eighteenth (1/18) interest of the said incompetent was sold under the authority of the aforesaid Decree and ratified by this Court on February 2, 1943.

4. That your Petitioners files herewith two (2) sworn neuropsychiatrist certificates of mental incompetence of the said Mildred K. Carter, indicating incompetency since her admission to Rosewood Sanitarium since March 20, 1924, up to and through May 18, 1953, which said certificates are filed herewith as "Petitioner's Exhibit No. 1" and"Petitioner's Exhibit No. 2".

5. WHEREFORE your Petitioners pray this Court:

(a) To Decree the said Mildred K. Carter an incompetent and incapable of managing her affairs as of January 13, 1943, the date of the Decree passed herein.

(b) That such finding and Order in connection therewith, and the exhibits filed in support thereof be filed Nunc Pro Tunc as of January 13, 1943, so that the Decree ratifying the sale of the interest of the said Mildred K. Carter in and to the said real estate mentioned in these proceedings be ratified and confirmed as of February 23, 1943.

AND AS IN DUTY BOUND, ETC.

Solicitor for Ada B. Brady, substitute guardian and next friend of Mildred K. Carter.

ORDER OF COURT

On the aforegoing Petition and Exhibits, it is this 29th day of May, 1953, ORDERED, ADJUDGED AND DECREED by the Circuit Court for Anne Arundel County, in Equity, that Mildred K. Carter, alleged incompetent mentioned in these proceedings, be and she is hereby Decreed to be an incompetent and incapable of handling her estate and affairs, and that this finding be and is hereby made a part of these proceedings Nunc Pro Tunc as of January 13, 1943;

And it is further ORDERED and DECREED that the sale of the real estate interest of the said Mildred K. Carter, Incompetent, as sold and reported by Ada B. Brady, substituted guardian in these proceedings and the ratification thereof as reported in these proceedings be and the same is hereby ratified and considered filed Nunc Pro Tunc as of February 23, 1943.

It is further ORDERED that the Petitioner pay the costs of these proceedings.

Benjamin Michaelson
Judge

Filed May 29 1953

3

LIBER 88 PAGE 39

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 18th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Louie F. Woodward, M. D. who made oath in due form of law that he is and has been for the past 3½ years an ~~attending~~ neuropsychiatrist ~~at the Spring Grove State Hospital, Catonsville, Maryland~~; that Mildred Carter was admitted as a patient in the Spring Grove State Hospital on the 15th day of November, 1946, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Mildred Carter from time to time, his last examination being on 18 May 1953, that from the opportunity afforded him of observing the said Mildred Carter, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is unknown; that the nature of such mental disability is manic depressive psychosis, manic type; that the extent and probable duration of the incompetency of the said Mildred Carter is complete and permanent our records would indicate incompetency since her admission to Rosewood March 20, 1924

He is further of the opinion that it would be seriously detrimental to the said Mildred Carter, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Louie F. Woodward M. D.
Louie F. Woodward, M. D. AFFIANT

Sworn to before me this 18th day of May, 1953.

B. Compton Graham NOTARY PUBLIC
My commission expires May 2nd, 1955

FM 82

LIBER 88 PAGE 40

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 18th day of May, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared T. Glyne Williams, M. D. who made oath in due form of law that he is and has been for the past 3 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Mildred Carter was admitted as a patient in the Spring Grove State Hospital on the 15th day of November, 1946, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Mildred Carter from time to time, his last examination being on May 18, 1953, that from the opportunity afforded him of observing the said Mildred Carter, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is unknown; that the nature of such mental disability is manic depressive psychosis, manic type; that the extent and probable duration of the incompetency of the said Mildred Carter is complete and permanent our records would indicate incompetency since her admission to Rosewood in March 20, 1924.

He is further of the opinion that it would be seriously detrimental to the said Mildred Carter, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

T. Glyne Williams, M. D. AFFIANT

Sworn to before me this 18th day of May, 1953.

B. Compton Graham NOTARY PUBLIC
My commission expires May 2nd, 1955

FM 82

EX PARTE	:	IN THE
IN THE MATTER OF THE	:	CIRCUIT COURT
ESTATE OF	:	FOR
MILDRED K. CARTER, an Incompetent	:	ANNE ARUNDEL COUNTY
	:	NO. 8467 EQUITY

: : : : : : :

PETITION FOR THE APPOINTMENT OF A COMMITTEE OR TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Ada B. Brady, respectfully represents unto your Honor:

1. That your Petitioner is the Aunt and next friend, and substituted guardian of the above named Mildred K. Carter, who is now about 48 years of age.

2. That said Mildred K. Carter is mentally incompetent to manage her affairs and property as shown by the certificates of two physicians practicing in the State of Maryland attached hereto and prayed to be taken as a part hereof, and marked as Petitioner's Exhibits Nos. 1 and 2.

3. That the said Mildred K. Carter has been confined in the Spring Grove State Hospital for 7½ years, and is now so confined in this institution; and before, the said Mildred K. Carter was confined in the Rosewood State Training School.

4. That in accordance with the provision of Article 16, Section 135 of the Annotated Code of Maryland, Edition of 1951, your Petitioner files herewith two certificates of incompetency subscribed and sworn to by two doctors, both of whom have practiced in the State of Maryland for more than five years and one of whom has attended the said incompetent within ten days prior to the filing of this petition, which said certificates set out the cause, nature, extent and probable duration of the mental incompetency of the said Mildred K. Carter.

5. That the said Mildred K. Carter has the following assets as far as is known to your petitioner:

1/18 interest in a tract of land, containing 185 acres, more or less in the Second Election District of Anne Arundel County, Maryland, as devised by the Last Will and Testament of John Jungers, deceased, and recorded among the

Filed May 3, 1954

6

Wills Records of Anne Arundel County in Liber O.B.D. No. 3, folio 100.

6. That it is necessary that some proper person or persons be appointed to take charge of and manage the affairs and property of said incompetent in accordance with her needs and best interests.

7. That said Mildred K. Carter is a patient at the Spring Grove State Hospital, Catonsville 28, Maryland.

WHEREFORE, your Petitioner prays:

1. That a committee of the property and estate of Mildred K. Carter be appointed by order of this Court with full power to take charge of and manage the property and estate of said incompetent.

2. That an order be passed directing the Clerk of this Court to issue summonses in accordance with Article 16, Section 135 of the Annotated Code of Maryland, Edition of 1951 directed to said Mildred K. Carter, at Spring Grove State Hospital, Catonsville 28, Maryland, and that said summons be served on said Mildred K. Carter within ten days and a copy of said summons and of this petition and order be served on Dr. Isadore Tuerk, Superintendent of said Spring Grove State Hospital, Catonsville 28, Maryland, with whom the said incompetent resides.

3. That your petitioner may have such other and further relief as the nature of this cause may require.

AND as in duty bound, etc.

Ada B. Brady

Ada B. Brady, Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 3rd day of ~~February~~ March, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Ada B. Brady, the within Petitioner and she acknowledged the foregoing petition for the Appointment of a Committee to be her act, and that the facts set forth therein are true to the best of her information, knowledge and belief, and in my presence signed the same.

Witness my hand and Notarial Seal.

Notary Public

LIBER 88 PAGE 43

O R D E R

Upon the aforegoing Petition and Affidavit, it is this 4th day of March, 1954, by the Circuit Court for Anne Arundel County, ORDERED that the said Mildred K. Carter, alleged incompetent, be summoned within ten days from the date hereof; and that within the same time a copy of the summons and Petition and this Order be served upon Dr. Isadore Tuerk, Superintendent of Spring Grove State Hospital, Catonsville 28, Maryland, and this cause be and the same is set for hearing on or after fifteen days from the date hereof, to wit, on the 22d day of March, 1954, and said incompetent be and she is hereby permitted to appear and answer at any time before or after decree.

Benjamin Michaelson
Judge

Filed March 4, 1954

8

LIBER 88 PAGE 44

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 26 day of February, 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Worth S. Wilkinson, M.D. who made oath in due form of law that he is and has been for the past 5½ years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Mildred Catherine Carter was admitted as a patient in the Spring Grove State Hospital on the 15 day of November, 19 46, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Mildred Catherine Carter from time to time, his last examination being on February 26, 1954, that from the opportunity afforded him of observing the said Mildred Catherine Carter, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Manic depressive psychosis in an immature personality; that the nature of such mental disability is recurrent periods of distractibility, over-activity, and flight of ideas alternating with periods of depression; that the extent and probable duration of the incompetency of the said Mildred Catherine Carter is total and permanent.

He is further of the opinion that it would not be seriously detrimental to the said Mildred Catherine Carter, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Worth S. Wilkinson
Worth S. Wilkinson, M.D. AFFIANT

Sworn to before me this 26th day of February, 19 54.

B. Compton Graham NOTARY PUBLIC
My commission expires May 2nd, 1955

PETITIONER'S EXHIBIT No. 2

9

LIBER 88 PAGE 45

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 26 day of February, 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Isadore Tuerk, M.D. who made oath in due form of law that he is and has been for the past 15 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Mildred Catherine Carter was admitted as a patient in the Spring Grove State Hospital on the 15 day of November, 1946, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Mildred Catherine Carter from time to time, his last examination being on February 26, 1954, that from the opportunity afforded him of observing the said Mildred Catherine Carter, he is convinced that she is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage her property or to execute a valid deed of contract; that the cause of such mental disability is Manic depressive psychosis in an immature personality; that the nature of such mental disability is recurring attacks of depression and hypomanic activity, inability to adjust outside of a hospital.

; that the extent and probable duration of the incompetency of the said Mildred Catherine Carter is total and permanent.

He is further of the opinion that it would not be seriously detrimental to the said Mildred Catherine Carter, both physically and mentally, to require her to appear before a Court as a witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Isadore Tuerk, M.D. AFFIANT

Sworn to before me this 26th day of February, 19 54.

B. Compton Graham NOTARY PUBLIC
My commissionexpires May 2nd, 1955

PETITIONER'S Exhibit No. 1

10

LIBER 88 PAGE 46

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF THE	:	FOR
ESTATE OF MILDRED K. CARTER, an Incompetent	:	ANNE ARUNDEL COUNTY
	:	NO. 8462 EQUITY

: : : : :

Filed: March 23 1954

DECREE

The above entitled matter having been submitted, the Petition and Affidavits having been read and considered by the Court, and it appearing that summons has been served in accordance with the Court's Order of 24th day of March, 1954;

It is thereupon, this 22d day of March, 1954, ADJUDGED, ORDERED AND DECREED that the said Mildred K. Carter is not competent to manage her person and estate; and it is further ORDERED that Ada B. Brady, be and she is hereby appointed Committee of the Person and Estate of the said Mildred K. Carter with full power and authority to take charge of and manage the property of the said Mildred K. Carter and to assume control of the person of the said Mildred K. Carter, under the direction of this Court; but before the said Ada B. Brady, shall proceed to act as such committee, she shall give bond to the State of Maryland in the penal sum of Five Hundred Dollars ($500.00) with surety to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such Committee.

Benjamin Michaelson
Judge

11

LIBER 88 PAGE 47

No. 8462 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Ada B. Brady, as Principal, and the Globe Indemnity Company, a body corporate of the State of New York, duly authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE HUNDRED AND NO/100 DOLLARS ($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 26th day of March, 1954.

WHEREAS, by an Order of the Circuit Court for Anne Arundel County sitting as a Court of Equity, passed on the 22nd day of March, 1954, in a cause therein pending entitled "Ex Parte in the Matter of the Estate of Mildred K. Carter, an Incompetent", No. 8462 Equity, the above bounden Ada B. Brady was appointed Committee of the person and estate of the said Mildred K. Carter, with full power and authority to take charge of and manage her property and to assume control of her person under the direction of said Court, upon her filing a bond in the penal sum of Five Hundred Dollars ---------- for the faithful performance of her duties as such Committee, and the approval of said bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the said Ada B. Brady shall duly account for whatever shall come into her hands as such Committee, and shall pay and apply the same from time to time as she may be directed by said Court, and shall obey such orders as the said Court may make in relation to said trust, and shall in all respects faithfully discharge her duties as such Committee, then the obligation shall be void; otherwise to remain in full force and virtue in law.

TEST:

Morris Turk

as to both

Filed Mar. 26, 1954

Ada B. Brady (SEAL)

Ada B. Brady PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

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

SURETY

approved 26 Mar., 1954.

John H. Hopkins, 3rd, Clerk

12

IN THE MATTER OF	:	IN
MILDRED K. CARTER,	:	THE CIRCUIT COURT
INCOMPETENT	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 8462 Equity

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

TESTIMONY ON BEHALF OF PETITIONER

March 23, 1954

Filed Mar. 26 1954

Present:

Morris Turk, Solicitor for Petitioner

Emanuel Klawans, Examiner

Irene Hazel, Court Stenographer

Witnesses:

T. Carroll Worthington, pages 2 - 4 incl.

Fred E. Voges, pages 4 - 6 incl.

13

T. Carroll Worthington, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1. What is your name?

A. T. Carroll Worthington.

2. What is your occupation?

A. Realtor.

3. Where do you engage in real estate business?

A. In Annapolis and vicinity.

4. Do you engage in real estate business in Anne Arundel County?

A. I do.

5. How long have you so engaged in real estate business?

A. Since 1923, thirty one years.

6. In the real estate business you have bought and sold real estate of all types in Anne Arundel County, either as an agent or as a broker?

A. I have.

7. Are you familiar with real estate values in Anne Arundel County?

A. I am.

8. Are you familiar with real estate values in the vicinity of the property involved in this case?

A. I am.

9. Have you had occasion to deal with farms in the real estate business?

A. I guess I've sold more farms than any other kind of property.

10. Have you had occasion to appraise property in Anne Arundel County for buyers and sellers, and for the purpose of making transactions?

A. I have.

11. Are you familiar with the property involved in this case?

A. I am.

12. Have you inspected the property involved in this case,

14

which is known as the Junger's Farm?

A. I have, and known this property all my life.

13. What does this property consist of?

A. This farm has 186 acres, more or less, improved by an old farm house, tobacco barn, and several other out buildings; not much of it is clear land, mostly grown up in small pine.

14. Where is this farm located in Anne Arundel County?

A. It's located on the West side of General's Highway near Best Gate.

15. Mr. Worthington, you stated there is an old farm house, do you know of any improvements in this house as to heating or plumbing?

A. There was a second hand hot water heater put in a few years ago.

16. What, in your opinion, is a fair market value of the property involved in this case?

A. $8500.00.

17. In your opinion, is this property susceptible of partition without injury to the parties in interest?

A. It cannot be partitioned.

18. Why not?

A. Well, you couldn't cut a house in half, and you couldn't divide the land the way it should be, and it should be sold and divided that way.

19. Mr. Worthington, do you think it would be for the best interest and advantage of the party involved in this case to have her one eighteenth interest sold, due to the fact that it's not susceptible of partition?

A. Yes, it would be to her advantage.

20. Why are you of that opinion?

A. She couldn't get land for her part of it, and the only way to do it would be to sell it and give her money.

(Mr. Klawans)

15

(Mr. Klawans)

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

T. Carroll Worthington

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

(Mr. Turk)

1. State your name.

A. Fred E. Voges.

2. What is your occupation?

A. I'm a realtor.

3. Where do you engage in real estate business?

A. In Annapolis and Anne Arundel County mostly.

4. How long have you so engaged in the real estate business?

A. Twenty years.

5. In your experience you have bought and sold real estate of all types in Anne Arundel County, either as an agent or a broker?

A. I have.

6. Are you familiar with real estate values in Anne Arundel County?

A. I am.

7. Are you familiar with the property involved in this case?

A. I am.

8. Are you familiar with the real estate values in the vicinity of the property involved in this case?

A. I am.

9. In your occupation, as a realtor, have you had occasion to deal with farms?

A. Yes, I have.

10. Have you appraised property in Anne Arundel County for buyers and sellers, and for purposes of making transactions

of the same?

A. I have for the past twenty years.

11. Have you inspected the property involved in this case, which is known as Junger's Farm?

A. I have.

12. What does the property consist of?

A. It consist of 186 acres, more or less, which was formerly farm land and which is now grown up in scrub, and it is improved by an old farm house, tobacco barn, and several small out buildings all in fair condition.

13. Are you familiar with any of the improvements of the old farm house, such as heating, plumbing, etc.?

A. It has a bathroom and it also has a hot water heating plant, which I have been informed was installed several years ago, and was in second-hand condition at the time of installation.

14. Where is this Junger's Farm located, Mr. Voges?

A. On the West Side of General's Highway, approximately half a mile from Best Gate, north of Best Gate.

15. What, in your opinion, is a fair market value of that property?

A. In my opinion the fair market value at this time would be $8250.00.

16. In your opinion, Mr. Voges, is this property susceptible for partition without injury to the parties of interest?

A. No, I'm sure it is not.

17. Why do you say that?

A. Well, it has improvements on it, and I don't know of any way that could be divided up so each of them could have an equal share in the division.

18. In this particular case, do you think it would be for the best interest and advantage of the party involved, Mildred K. Carter, an incompetent, to have her one-eighteenth interest sold?

A. Yes, I believe it would.

17

19. Why do you state that?

A. Well, for the same reason I gave for the last question, it would be impossible to divide the land and the improvements so that the one-eighteenth interest could not be divided, and I therefore feel it should be sold in order that she could realize her share of the money.

(Mr. Klawans)

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

Fred E. Voges
Fred E. Voges

There being no further witnesses to be examined on behalf of the 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 26th day of March, 1953.

Emanuel Klawans (SEAL)
Examiner

E.K. $10.00
I.H. $6.00

LIBER 88 PAGE 54

CONTRACT OF SALE

Official Contract of The Anne Arundel County Real Estate Board, Inc.

This Agreement, Made this 24th Day of March 1954, by and between Ada B. Brady, Committee for Mildred K, Carter, incompetent,

of the first part, hereinafter called Seller, and Rolling Knolls Development Company, Inc.,

of the second part, hereinafter called Buyer

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Seller does hereby bargain and sell unto the Buyer, and the Buyer does hereby purchase from the Seller—SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows:

All the right, title, interest and estate of the said Mildred K. Carter, incompetent, in and to the following property:

All that tract in the Second Election District of Anne Arundel County, Maryland, containing 185 acres, more or less, and more particularly described in deed recorded in Liber J.H.H. 273, Folio 490 of the Land Records of Anne Arundel County.

At and for the price of FOUR HUNDRED SEVENTY TWO AND 22/100 - - ($472.22) Dollars, of which None Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Balance within thirty (30) days.

Filed Mar. 26 1954

Complainant's Exhibit No. 3

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyers expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Seller and the Buyer.

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

The Seller hereby agrees to pay to, XXXXXXXXXXXXXX Per Cent Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Morris Fink

Morris Fink

Ada B. Brady (Seal)
Ada B. Brady, Committee for
Mildred K. Carter, incompetent (Seal)

(Seal)
ROLLING KNOLLS DEVELOPMENT COMPANY, INC.
By: Wm. W. Townshend (Seal)
Wm. W. Townshend, Secretary & Agent

19

EX PARTE	:	IN THE CIRCUIT COURT FOR
IN THE MATTER OF ESTATE	:	ANNE ARUNDEL COUNTY
OF MILDRED K. CARTER, an Incompetent	:	No. 8462 Equity

: : : :

PETITION FOR SALE OF REAL ESTATE OF INCOMPETENT

The Petition of Ada B. Brady, Committee of Mildred K. Carter, Incompetent, Respectfully shows:

1. That by a decree of this Honorable Court dated March 22, 1954, said Mildred K. Carter, was declared to be an incompetent.

2. That your Petitioner, by the said decree, was appointed as Committee for said Mildred K. Carter, Incompetent, to take charge of any or all real estate belonging to said Mildred K. Carter.

3. That said Mildred K. Carter has a 1/18 interest in the property heretofore mentioned in these proceedings, to wit: A tract of land containing 185 acres, more or less, situated in the Second Election District of Anne Arundel County, as devised by the Last Will and Testament of John Jungers, deceased and recorded among the Wills Records of Anne Arundel County in Liber O.B.D. No. 3, folio 100.

Filed: May 26 1954

4. That the remaining interests of said property by mesne conveyances has become vested in Rolling Knolls Development Company, Inc.

5. That the 1/18 interest in said property as now held is of no benefit to the said Mildred K. Carter, Incompetent, and that it would be for the best interest, welfare and advantage of said Mildred K. Carter to have the said 1/18 interest in said realty sold and the proceeds thereof be used for the support and expenses of said Mildred K. Carter.

6. That your Petitioner has contracted for the sale of said 1/18 interest in said realty with the Rolling Knolls Development Company, Inc. for the current market appraised value of $472.22, a copy of said Contract is filed herewith and marked "Petitioner's Exhibit No. 3".

WHEREFORE, Your Petitioner prays this Honorable Court:

(a) That a Decree be passed authorizing said Committee to sell the 1/18 interest in said realty of Mildred K. Carter, Incompetent, at and for the appraised value of said interest in the amount of $472.22 to Rolling Knolls Development Company, Inc.

20

(b) That the proceeds of said sale be administered under the jurisdiction of this Honorable Court.

(c) That your Petitioner be authorized to transfer all the right, title, interest and estate of said Mildred K. Carter, Incompetent, in said property to the purchasers thereof and be authorized to execute a deed therefor upon the payment of the purchase price therefor and deliver a good and marketable title therewith.

(d) Such other and further relief as the nature of this cause may require.

AND AS IN DUTY BOUND,

Ada B. Brady
Ada B. Brady, Committee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Ada B. Brady, Committee named in the above Petition, and made oath in due form of law that the matter and things stated in the foregoing Petition are true to the best of her knowledge and belief,

Witness my hand and Notarial Seal.

Morris Turk
Notary Public

MORRIS TURK NOTARY PUBLIC ANNE ARUNDEL CO. MD.

21

EX PARTE	:	IN THE CIRCUIT COURT FOR
IN THE MATTER OF THE	:	ANNE ARUNDEL COUNTY
ESTATE OF MILDRED K. CARTER an Imcompetent	:	No. 8462 Equity

: : : : : : : : :

DECREE AUTHORIZING THE SALE OF INTEREST OF MILDRED K. CARTER, INCOMPETENT, IN AND TO REAL ESTATE

This cause standing ready for hearing and the said Mildred K. Carter having been heretofore declared an Incompetent and the said Ada B. Brady having been decreed to act as Committee for said Mildred K. Carter, Incompetent, to take charge of the 1/18 interest of said Mildred K. Carter in the real property described in the Petition heretofore filed in these proceedings, it is Adjudged, Ordered and Decreed this 27th day of March, 1954 by the Circuit Court for Anne Arundel County sitting in Equity that Ada B. Brady, Committee, be and is hereby authorized to sell the 1/18 interest of said Mildred K. Carter, Incompetent, in the land mentioned and described in the Petition and Contract of Sale and that the Contract of Sale dated the 24th day of MARCH, 1954 by and between Ada B. Brady, Committee, and Rolling Knolls Development Company, Inc., be and the same is hereby ratified and confirmed and approved and that the said Ada B. Brady, upon receiving $472.22, the purchase price mentioned in said Contract of Sale, shall convey to the said Rolling Knolls Development Company, Inc. all the right, title, interest and estate of Mildred K. Carter, Incompetent, in the aforesaid property and land in accordance with the terms and conditions of said Contract of Sale, and after receiving the same, said Committee shall bring into this Court the money arising from said sale to be administered under direction of this Court; and it is further Adjudged, Ordered and Decreed that the bond filed in these proceedings by said Ada B. Brady, Committee, shall be maintained and effective for the purpose of this decree.

Benjamin Michaelson
Judge

Filed: Mar. 27, 1954

22

EX PARTE LIBER 88 PAGE 58 IN THE CIRCUIT COURT FOR

IN THE MATTER OF ESTATE : ANNE ARUNDEL COUNTY

OF MILDRED K. CARTER, : No. 8462 Equity
an Imcompetent

: : : : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Ada B. Brady, Committee under a decree passed in these proceedings, dated the 27th day of March, 1954 to make sale of the 1/18 interest of Mildred K. Carter, Incompetent, in the real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance and discharge of said trust created, as required by said decree, she did sell to the Rolling Knolls Development Company, Inc. the property mentioned in these proceedings at private sale for $472.22, being the current market appraised value and the fair value of the 1/18 interest of said Mildred K. Carter, Incompetent, in said property.

That the purchaser had paid the full purchase price of $472.22 to Ada B. Brady, Committee and the Committee avers that the price obtained for the property is a fair and reasonable one and recommends ratification thereof.

Respectfully submitted,

Ada B. Brady

Ada B. Brady, Committee

Filed Mar. 29 1954

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 29th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Ada B. Brady, Committee named in the above report of sale, and made oath in due form of law that the matter and things stated in the foregoing report are true to the best of her knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Morris Turk

Notary Public

MORRIS TURK NOTARY PUBLIC ANNE ARUNDEL CO. MD.

23

LIBER 88 PAGE 59

ORDER NISI

Ex Parte
In The Matter Of The Estate Of
~~XXXXXXX~~
Mildred K. Carter, an Incompetent

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 8462 Equity

Filed Mar. 29, 1954

Ordered, this 29 day of March, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by Ada B. Brady, Committee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 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 3 day of May next.

The report states that the amount of sales to be $472.22.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Ex Parte
In The Matter Of The Estate Of
~~XXXXXXX~~
Mildred K. Carter, an Incompetent

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

Filed May 4, 1954

ORDERED BY THE COURT, This 4th day of May, 19 54, that the sale made and reported by the ~~Trustee~~ Committee 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~~ Committee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

24

LIBER 88 PAGE 60

EX PARTE : IN THE CIRCUIT COURT

IN THE MATTER OF THE : FOR

ESTATE OF MILDRED K. CARTER, an Incompetent : ANNE ARUNDEL COUNTY

: : : : : No. 8462 Equity

CERTIFICATE OF PUBLICATION

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. 8,462 Equity

Ex Parte In The Matter Of The Real Estate Of MILDRED K. CARTER, An Incompetent.

Ordered, this 29th day of March, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Ada B. Brady, Committee, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of May next.

The report states that the amount of sales to be $472.22.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-21

Filed: May 4, 1954.

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 29, 1954

We hereby certify, that the annexed

Order Nisi

Sale Eq. 8,462

Mildred K. Carter

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 3rd day of May, 1954. The first insertion being made the 31st day of March, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

No. E. C. 549

25

In the Case of

Ex Parte,
In the Matter of the
~~Wsc~~
Estate of
Mildred K. Carter,
an incompetent

In the

Circuit Court

For

Anne Arundel County

No. 8462 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 May 21, 1954

May 18, 1954

All of which is respectfully submitted.

Lauretta K. Dickerson
Auditor.

Dr. Ex Parte, In the Matter of the Estate of Mildred K. Carter, an incompetent in ac.

Committee's Commissions Waived				
To Committee for Court costs, viz:				
Clerk of Court - Court costs	35	25		
Gilbert G. Miller - Sheriff's costs	1	90		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	6	00		
Auditor - stating this account	9	00	62	15
To Committee for Expenses, viz:				
Capital-Gazette Press - publishing Order of Court of 4/8/54	16	86		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00	40	86
To Committee for Allowance to Purchaser, viz:				
Rolling Knolls Development Co., Inc. - amount previously paid on purchase price (Order 4/8/54)	361	11	361	11
To Ada B. Brady, Committee - this balance in partial reimbursement for expenditures made by her on behalf of Mildred K. Carter (Order 4/8/54)	8	10	8	10
			472	22

27

with Ada B. Brady, Committee

			Dr.		Cr.	
1954						
May	4	Proceeds of Sale (Contract dated March 24, 1954)	472	22	472	22
					472	22

LIBER 88 PAGE 64

ORDER NISI

EX PARTE,

In the Matter of the Estate

~~VERSUS~~

of

Mildred K. Carter,

an incompetent

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 8462 Equity.

Filed May 21, 1954

ORDERED, This 21 day of May 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 25 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of June next.

John F. Perkins, 3rd, Clerk.

Filed June 26, 1954

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of June, 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

21

LIBER 88 PAGE 65

EX PARTE	:	IN THE CIRCUIT COURT FOR
IN THE MATTER OF THE ESTATE OF	:	ANNE ARUNDEL COUNTY
MILDRED K. CARTER, AN INCOMPETENT	:	No. 8462 Equity
	:	

: : : : : : :

CERTIFICATE OF PUBLICATION ON ORDER NISI

AUDITORS' REPORT AND ACCOUNT

Filed June 24, 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 8,462 Equity

EX PARTE, In The Matter Of The Estate Of MILDRED K. CARTER, An Incompetent.

Ordered, this 21st day of May, 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 25th day of June next; Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

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

Ju-7

No. E. C. 901

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 16, 1954

We hereby certify, that the annexed

Order Nisi
Auditor Account
Eq. 8,462
Mildred K. Carter.

was published in

Evening Capital

a newspaper published in the City of Annapolis. Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of June, 1954. The first insertion being made the 24th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel O. Tilghman.

30

LIBER 88 PAGE 66

Irving H. Mezger, Attorney named in Mortgage

vs.

Marie G. Centofanti, ~~Widow~~.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 10,966

* * * * * * * * * *

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 27 Mar., 1954.

JK

No. 10,966 Equity

THIS MORTGAGE, Made this 27th day of March - - - -, in the year one thousand nine hundred and fifty-two, between MARIE G. CENTOFANTI, WIDOW -, 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 Forty-two Hundred ($4,200.00) - 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 Forty-six Dollars and Sixty-three Cents ($46.63) - - commencing on the fifteenth day of May - - 1952, and on the fifteenth - - 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 that - - -lot of ground situate and lying in The Third Election District, Anne Arundel County, Maryland - - - - - - - - - - - - - -, and described as follows:

XXXXXXXXX BEING known and designated as Lot No. Two Hundred Twenty-nine (229) as shown on Plat No. 4 of Elvaton Acres, prepared by J. Spence Howard dated July 11th, 1947 and recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat 13.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

2

Filed 27 Mar., 1954.

BEING the same lot of ground which, by deed dated March 24th, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 515, folio 526, was granted and conveyed by Charles L. Pumphrey and Edna G. Pumphrey, his wife, to the said mortgagor.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to the restriotions of record.

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

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

3

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 fifteenth 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 successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

4

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 Artiole 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 oonducting 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 oounty aforesaid; (2) To the payment of all claims of the said mortgagee, its suocessors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

WHENEVER used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 673 PAGE 404

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:

H. Allen Mezger

Marie G. Centofanti (SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of March - - -1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Marie G. Centofanti, Widow, - known to me (or satisfactorily proved) to be the person whose name is subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger, Notary Public

My Commission Expires May 4, 1953.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE I. MD.

Recorded- 2nd April, 1952, at 11 A.M.

6

52-108

LIBER 88 PAGE 72

MORTGAGE

From:

Marie G. Centofanti, Widow.

To:

Arundel Federal Savings and Loan Association of Baltimore City.

THIRD ELECTION DISTRICT

ANNE ARUNDEL COUNTY

Received for Record 2 Day of April 19 57, at 11 02 M and the same day recorded in Liber J.H.H., No. 673 Fol. 406, Land Records of Anne Arundel County.

John Id. Id Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 88 PAGE 73

Irving H. Mezger, Attorney

named in Mortgage

vs.

Marie G. Centofanti

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10,966

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 M. Richmond Farring, Executive Vice President of the Arundel Federal Savings and Loan Association of Baltimore City,

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

(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: M. Richmond Farring
M. Richmond Farring Affiant. Exec. Vice Pres.

Subscribed and sworn to before me this 27th day of April 1954

Joan M. Krager Notary Public

Filed 28 apr., 1954

8

LIBER 88 PAGE 74
STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney named in Mortgage

vs.

Marie G. Centofanti

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10,966

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Marie G. Centofanti to the said Arundel Federal Savings and Loan Association of Baltimore City dated March 27th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 673, folio 400.

Original Amount of Mortgage		$4,200.00
Less - Total amount paid on account of principal	$305.51	
Plus - Expense Account	5.91	299.60
Net Balance		$3,900.40
Plus accrued interest to April 30th, 1954 (with interest thereafter at the rate of 6% per annum)		39.05
Total Balance Due - Account of Mortgage Indebtedness		$3,939.45

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 27th day of April in the year nineteen hundred and fifty-four, 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
Joan M. Krager, Notary Public

My Commission Expires May 2, 1955.

Filed 28 Apr, 1954

Jud. 14042. LIBER 88 PAGE 75

MORTGAGEE OR ATTORNEYS' BOND Equity No. 10966

Know all Men by these Presents:

THAT WE Irving H. Mezger, 200 W. Saratoga St.,

of 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 Four Thousand & 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, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 26th *day of* April *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Marie G. Centofanti

to Arundel Federal Savings & Loan Association

dated March 27, 1952 *and recorded in Liber* JHH *No.* 673 *folio* 400 *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
Joan M. Krager

Irving H. Mezger [SEAL]
Irving H. Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell
Joseph F. Howell, Attorney-in-fact

ATTEST:

R. H. Taylor
R. H. Taylor

Approved this 28 apr., 1954
John H. Hopkins, 3rd, Clerk.

Filed 28 apr., 1954.

10

STATE OF MARYLAND, Baltimo ity, act: LIBER 88 PAGE 76

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 26th day of April A.D. 1954 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

Irving H. Mezger, Attorney	*	IN THE CIRCUIT COURT
named in Mortgage	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Marie G. Centofanti	*	Equity No. 10,966

* * * * * * * * * * *

CERTIFICATION

We hereby certify, that on this 30th day of April, 1954, 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 known as Lot No. 229, Plat 4, Elvaton Acres, Third Election District, Anne Arundel County, Maryland, in fee simple.

at and for the price of $4000.00

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., Auctionners

By: John M. Miller

John M. Miller, Jr. Vice President

We hereby certify that we purchased the above described property at and for the price of Four Thousand ($4,000.00) 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

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

Filed 6 May, 1954.

Irving H. Mezger, Attorney	*	IN THE CIRCUIT COURT
named in Mortgage	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Marie G. Centofanti	*	Equity No. 10,966

* * * * * * * * * * *

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 Marie G. Centofanti 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, April 30th, 1954 at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, 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 Four Thousand ($4,000.00) 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 3rd day of May, in the year 1954, 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

My Commission Expires May 2nd, 1955.

NOTARY PUBLIC BALTIMORE CITY, MD.

Filed 6 May, 1954.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 88 PAGE 79

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Marie G. Centofanti

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,966 Equity

Ordered, this 6 day of May, 19 54, 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 14 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of June next.

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

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 6 May, 1954.

Irving H. Mezger,
Attorney named in Mortgage

versus

Marie G. Centofanti

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of June, 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.

14

Filed 15 June, 1954.

LIBER 88 PAGE 80

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,066 Equity
IRVING H. MEZGER, Attorney Named In Mortgage

Vs.

MARIE G. CENTOFANTI

Ordered, this 6th day of May, 1954, 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 14th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of June next.

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

JOHN H. HOPKINS, 3rd., Clerk.

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

15'

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10966

Marie G. Centofanti

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 June, 1954. The first insertion being made the 13th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 4 June, 1954.

In the Case of

Irving H. Mezger,

Attorney named in Mortgage

VS.

Marie G. Centofanti

In the

Circuit Court

For

Anne Arundel County

No. 10,966 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.

July 6, 1954

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

Filed 8 July, 1954.

16

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Marie G. Centofanti in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	150	00	200	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	30	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	20		
Maryland Casualty Co. - bond premium	16	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	20		
One-half State documentary stamps	2	20		
Joan M. Krager - notary fees	1	00	100	60
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,661	65	3,661	65
			4,000	00
Amount of mortgage claim filed	3,939	45		
Cr. Amount allowed as above	3,661	65		
Balance subject to decree in personam	277	80		

with

Irving H. Mezger, Attorney named in Mortgage

Cr.

1954				
Apr.	30	Proceeds of Sale	4,000 00	4,000 00
				4,000 00

ORDER NISI

LIBER 88 PAGE 84

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Marie G. Centofanti

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,966 Equity.

ORDERED, This 8 day of July, 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 16 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of August next.

Filed 8 July, 1954. John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of August, 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~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

19

Filed 19 Aug., 1954.

LIBER 88 PAGE 85 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 2, 1954

We hereby certify, that the annexed

Order Nisi - Anne Arun. Eq. 10966

Marie G. Centofanti

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of August, 1954. The first insertion being made the 15th day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 18 Aug., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,966 Equity

Irving H. Mezger, Attorney named in Mortgage

Vs.

MARIE G. CENTOFANTI

Ordered, this 8th day of July, 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 16th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-29

No. M. G. 1405

20

365

SAMUEL SCHENKER
LOUIS STRAUSS

LIBER 88 PAGE 86

JOHN E. STEIN and
MARY E. STEIN, his wife
3724 10th St.,
Brooklyn 25, Md.

vs.

REBECCA LEVIN
2021 Ruxton Ave.,
Baltimore, Md.
and all persons having of claiming
to have any interest in the property
known as Lots 1 and 2, Section 29,
as shown on a plat of Green Haven,
Third Election District, Anne Arundel
County, Maryland.

* IN THE
*
* CIRCUIT COURT FOR
*
* ANNE ARUNDEL COUNTY
*
*
*
*
* Equity No.
*
*

****

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

FIRST: That on the 11th day of March, 1949, the Certificates of Tax Sale attached hereto, were issued by Joseph H. Griscom, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, to Louis Strauss and the County Commissioners of Anne Arundel County, respectively, purchasers of the Lots 1 and 2, section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.

Mr. Struass purchaeed the property known as Lots 1 and 2, as shown on a plat of Green Haven, with several other lots located at Green Haven on July 21st, 1931, from C. Albert Hodges, former treasurer for Anne Arundel County, for the sum of Thirty-One ($31.00) Dollars; however, after having the sale ratified by the Circuit Court for Anne Arundel County, in accordance with the laws then relating to tax sales, he did not obtain a deed therefor, and subsequently, the properties in question were again sold on July 24th, 1934, by the said C. Albert Hodges to the County Commissioners of Anne Arundel County for Sixty-five ($65.00) Dollars, who, after having the sale ratified by the Circuit Court for Anne Arundel County in accordance with the laws then relating to tax sales, did join with the said Louis Strauss in conveying all of these properties to one, Robert

filed May 4 1949

Ewan Christian on the 18th day of May, 1937. Said Conveyance being recorded in the record books of Anne Arundel County in Liber F.A.M. 165, folio 2. The said Robert Ewan Christian sold lots 1 and 2, Section 29 as shown on a plat of Green Haven to the complainants, John E. Stein and Mary E. Stein, his wife; said deed being recorded in the record books of Anne Arundel County in Liber F.A.M. 184, folio 215. The Complainants, who have been assigned the certificates of tax sale, insofar as they relate to Lots 1 and 2, Section 29 as shown on a plat of Green Haven, by the said Louis Strauss and the County Commissioners of Anne Arundel County, are the present owners. Said certificates of sale are prayed to be taken as part hereof.

SECOND: The properties mentioned in said certificate of sale are described as follows:

1. Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.

The said properties are identically the same as described in the Collector's certificates to Louis Strauss and the County Commissioners of Anne Arundel County, dated the 11th day of March, 1949. The properties listed as No.1 are located at Green Haven, and assessed to John E. Stein and Mary E. Stein, the complainants. This sale is being brought to clear the title to these properties in accordance with the laws of the State of Maryland.

THIRD: Said properties have not been redeemed by any of the parties in interest although more than one (1) year from the date of the sale has expired.

FOURTH: The plaintiffs pray for process directed to the following defendant: Rebecca Levin, 2021 Ruxbon Ave., Baltimore, Maryland.

FIFTH: The plaintiffs pray for an Order of Publication directed to all parties in interest in the properties.

SIXTH: Attached hereto as Exhibits "A" and "B" are the aforesaid certificates of sale.

SEVENTH: To redeem the properties, it is necessary for

the defendants to pay all taxes, interest, and penalties accrued as the result of the sale and any reimbursement due the plaintiffs under Section 90-J and 90-K of Article 81 of the Annotated Code of Maryland.

EIGHTH: The Plaintiffs pray the Court to pass a final decree foreclosing the rights of redemption of the defendants in and to the properties described herein.

Samuel Scherr

Laura Stacey

Solicitors for Complainants

~~Complainants~~

STATE OF MARYLAND)
SS
COUNTY OF ANNE ARUNDEL))

I HEREBY CERTIFY that on this 14th day of April, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John. E. Steim, one of the plaintiffs, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint aretrue to the best of his knowledge and belief.

WITNESS my hand and Notarila Seal.

My Commission Expires
May 2nd, 1949

Alice L. Woods

Notary Public ~~Alice L. Woods~~

NOTARY PUBLIC ANNE ARUNDEL CO. MD. ALICE L. WOOD

3

Exp. $1.00 5 Judgment 50 Bd. V.S.

LIBER 88 PAGE 89

CERTIFICATE OF TAX SALE

974

I, JOSEPH H. G[illegible], Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July former Treasurer C. Albert Hodges 21 1931, I sold to Louis Strauss at public auction for the sum of 31 Dollars and 00 — Cents, of which 31.00 Dollars has been paid as a deposit on the property in 3rd described as Lots 7 & 8 Sec 32
Lots 1 & 2 Sec 29
Lots 29-30 Sec 78
Plat of Green Haven
and assessed to Rebecca Levin

No. 9686 Equity

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 1st 1932, 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 11th day of March 1949

Joseph H Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 11th day of ~~October~~ March 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, [illegible], 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 Blatsoff
Notary Public.

My Commission Expires May 1949

Exhibit "A"

Filed May 4th 1949.

LIBER 88 PAGE 90

For value received, I hereby assign this Certificate of Tax Sale to John E. Stein and Mary E. Stein, his wife., in so far as is relates to Lots 1 and 3, section 29, Green Haven.

ATTEST:

Samuel Schenker

Louis Strauss

LIBER 88 PAGE 91

973

CERTIFICATE OF TAX SALE

I, ~~JOSEPH H GUSCOM~~ County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July former Treasurer C. Albert Hodges 24 1934 I sold to H. A. Co. at public auction for the sum of 65. Dollars and 00 Cents, of which 6500 Dollars has been paid as a deposit on the property in 3 described as Lots 7+8 Sec 32 Lots 1+2 Sec 29 Lots 29+30 Sec 7E Plat of Glen Haven and assessed to Rebecca Steven

No. 9686 Equity

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 1 1935, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 11th day of March 19 44

Joseph H Guscom Sr.
Collector.

ate of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 11th day of ~~October~~, March 1944 before me, the subscriber, a tary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, S. [illegible], Treasurer and Collector of Taxes for Anne Arundel County, nd the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Millicent E. Clarke
Notary Public.

y Commission Expires May 1949

Exhibit "B"

Filed May 4" 1949.

For value received, the County Commissioners of Anne Arundel County, Maryland, do hereby assign this 2 nd day of May, 1949, all right, title and interest in the property described as Lots 1 and 2, Section 29, Green Haven as set forth in this Certificate of Tax Sale, to John E. Stein and Mary E. Stein.

ATTEST:

H. Harry Arnold
Harry Arnold -- Clerk

Weems P. Duvall
President, County Commissioners of Anne Arundel County

COUNTY COMMISSIONERS ANNE ARUNDEL COUNTY

365

SAMUEL SCHENKER
LOUIS STRAUSS
SOLICITOR

LIBER 88 PAGE 93

JOHN E. STEIN and
MARY E. STEIN, his wife
3724 10th St.,
Brooklyn 25, Md.

vs.

REBECCA LEVIN
2021 Ruxton Ave.,
Baltimore, Md.
and all persons having or claiming to have any interest in the property known as Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.

*

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL

COUNTY

Equity No. 9686

****

ORDER OF PUBLICATION

The object of this suit is to secure the foreclosure of all rights of redemption in the following property sold by the collector of taxes for Anne Arundel County and the State of Maryland to Louis Strauss and the County Commissioners of Anne Arundel County, respectively, and they have assigned their interests in the property to the plaintiffs in these proceedings:

1. Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.

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 the sale have expired.

It is thereupon, this 4th day of ~~April~~ MAY, 1949, by the Circuit Court of 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 (4) successive weeks, warning all persons interested in said property to be and appear in this court by the 9th day of July 1949 and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the plaintiffs a title clear and free from all encumbrances.

John H. Hopkins, 3rd. Clerk.

Filed May 4th 1949.

Southern Maryland Times

6

SAMUEL SCHENKER LOUIS STRAUSS,
Solicitors

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
EQUITY No. 9686

JOHN E. STEIN and MARY E. STEIN, His Wife, 3724 10th Street, Brooklyn 25, Md.

vs.

REBECCA LEVIN, 2021 Ruxton Ave., Baltimore, Md., and all persons having or claiming to have any interest in the property known as Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of this suit is to secure the foreclosure of all rights of redemption in the following property sold by the collector of taxes for Anne Arundel County and the State of Maryland to Louis Strauss and the County Commissioners of Anne Arundel County, respectively, and they have assigned their interests in the property to the plaintiffs in these proceedings:

1. Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District Anne Arundel County, Maryland.

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 the sale have expired.

It is thereupon, this 4th day of May, 1949, 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 (4) successive weeks, warning all persons interested in said property to be and appear in this court by the 9th day of July, 1949, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the plaintiffs a title clear and free from all encumbrances.

JOHN H. HOPKINS, 3RD,
TRUE COPY, TEST:
JOHN H. HOPKINS, 3RD, Clerk 6-1

OFFICE OF

THE SOUTHERN MARYLAND TIMES

Annapolis, Maryland

THIS IS TO CERTIFY

That the annexed advertisement of

Order of Publication

was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for (4) four successive weeks before the 9th day of July 1949.

that is to say, the same was inserted in the issues of May 12, May 19, May 26 and June 2, 1949.

THE SOUTHERN MARYLAND TIMES

Business Manager

Filed July 15 " 1949

7

LIBER 88 PAGE 95

JOHN E. STEIN, et al	*	IN THE
vs.	*	CIRCUIT COURT
REBECCA LEVIN, et al	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	Equity No. 9686

****

SUPPLEMENTAL PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, complaining say:

First: That a Bill of Complaint was filed in this matter for purpose of foreclosing the equity of redemption of the defendant, and that a Writ of Subpoena was issued to her last known address, and that subsequently, the Sheriff of Baltimore City returned said Writ, mortus est; and that an Order of Publication was issued originally and was inserted in the Southern Maryland Times, running the prescribed period.

Second: The complainants, to insure a better title, wish to re-run said Order of Publication so as to include the defendant, her heirs, devisees, personal representatives, and their or any of their heirs, devisees, executors, administrators grantees, assigns, or successors, in right title and interest.

Third: The Plaintiffs pray the Court to take this Supplemental Petition and Order of Publication as part of the original Bill of Complaint.

Samuel Schenker

Samuel Schenker,

Louis Strauss

Louis Strauss,
Attorneys for Complainants.

Filed Aug 6 1949

Petition Susp. 5th 1949

ORDER OF COURT

It is this 6th day of ~~July~~ August, 1949, hereby

8

ORDERED, ADJUDGED, AND DECREED that the plaintiffs be entitled to run an Order of Publication against the heirs, devisees, personal representatives, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors, in right title and interest.

Benjamin Hutchason
Judge

9

LIBER 88 PAGE 97

JOHN E. STEIN and MARY E. STEIN, his wife 3724 10th St., Brooklyn 25, Md.	*	IN
	*	THE
vs.	*	CIRCUIT
REBECCA LEVIN 2021 Ruxton Ave., Baltimore, Md. and her heirs, devisees, personal representatives, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors, in right title and interest in the property known as Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.	*	COURT
	*	FOR
	*	ANNE ARUNDEL
	*	COUNTY
	**	Equity No. 9686

****

ORDER OF PUBLICATION

The object of this suit is to secure the foreclosure of all rights of redemption in the following property sold by the collector of taxes for Anne Arundel County and the State of Maryland to Louis Strauss and the County Commissioners of Anne Arundel County, respectively, and they have assigned their interests in the property to the plaintiffs in these proceedings:

1. Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.

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 the sale have expired.

It is thereupon, this 6th day of August, 1949, by the Circuit Court of 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 (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 9th day of September 1949 and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the plaintiffs a title clear and free from all emcumbrances.

10

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

Equity No. 9686

JOHN E. STEIN and MARY E. STEIN, his wife, 3724 10th St., Brooklyn 25, Md.

vs.

REBECCA LEVIN, 2021 Ruxton Ave., Baltimore, Md.

and her heirs, devisees, personal representatives, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors, in right title and interest in the property known as Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of this suit is to secure the foreclosure of all rights of redemption in the following property sold by the collector of taxes for Anne Arundel County and the State of Maryland to Louis Strauss and the County Commissioners of Anne Arundel County, respectively, and they have assigned their interests in the property to the plaintiffs in these proceedings:

1. Lots 1 and 2, Section 29, as shown on a plat of Green Haven, Third Election District, Anne Arundel County, Maryland.

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 the sale have expired.

It is thereupon, this 6th day of August, 1949, by the Circuit Court of 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 (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 9th day of September, 1949, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the plaintiffs a title clear and free from all encumbrances.

OFFICE OF

THE SOUTHERN MARYLAND TIMES

Annapolis, Maryland

THIS IS TO CERTIFY

That the annexed advertisement of

Order of Publication

was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for (4) four successive weeks before the 9th day of September 1949.

that is to say, the same was inserted in the issues of Aug. 11, 18, 25 and Sept. 1, 1949

THE

THE SOUTHERN MARYLAND TIMES

Business Manager

Filed Sept. 14th 1949.

11

John E. Stein and
Mary E. Stein

vs.

Rebecca Levin, et al

No. 9686 ~~DIVORCES~~ -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed Sept. 14, 1949

The Defendant, Rebecca Levin and her husband, etc.,

after Order of Publication duly published ~~(or served)~~ ~~(having been duly summoned)~~ having failed to appear to the Bill of Complaint and answer same, according to the command of the said Order of Publication ~~(or Writ of Summons)~~

It is thereupon this 14th day of September 1949, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

And it is further ordered that leave is hereby granted to the Plaintiff , to take testimony before any one of the standing Examiners of this Court in support of the allegations of the said Bill.

Benjamin Michaelson
Judge

12

LIBER 88 PAGE 100

JOHN E. STEIN and MARY E. STEIN, his wife 3724 10th St., Brooklyn 25, Md.	*	IN
	*	THE
vs.	*	CIRCUIT
REBECCA LEVIN 2021 Ruxton Ave., Baltimore, Md.	*	COURT
and her heirs, devisees, personal representatives, and their or any of their heirs, devisees, executors, administrators, grantees, assigns, or successors, in right title and interest in the property known as Lots 1 and 2, Section 29, as shown on plat of Green Haven, Third Election District, Anne Arundel County, Maryland.	*	FOR
	*	ANNE ARUNDEL
	*	COUNTY
	**	Equity No

FINAL DECREE

THIS cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appears that the same have been conducted in substantial compliance with the procisions of Section 89-1 to 90-P of Article 81 of the Annotated Code of Maryland (1943 Supplement):

IT IS THEREUPON, THIS 15th day of October, 1949, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered, and Decreed:

1. THAT all rights of redemption of the Respondents, or of anyone claiming by, through or under them in and to the property described in the proceeding the same having been sold by the Treasurer of Anne Arundel County, on the 24th day of July 1934, for non-payment of taxes, be and the same are hereby barred and foreclosed. The said County Commissioner of Anne Arundel County,et al and convey to Robert Ewan Christian on the 18th day of May, 1937 and that thereafter the said Robert Ewan Christian sold the aforementioned property to John E. Stein and Mary E. Stein, his wife the complainants.

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

3. THAT upon payment by them of the balance, if any due on the purchase price, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale by the Treasurer of Anne Arundel County: and 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 this proceeding.

Benjamin Michaelson
Judge

In the Matter of the Sale of the	:	No. 10,945 Equity
Mortgaged Real Estate of	:	In the Circuit Court
Karl M. Russell and	:	for
Lillian V. Russell, his wife	:	Anne Arundel County

Mr. Clerk,

Please docket the above-entitled cause and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in mortgage

Filed 8 Mar., 1954.

LIBER 88 PAGE 103

LIBER 743 PAGE 243 No. 10,945 Equity

FIRST PURCHASE MONEY

This Mortgage, made this 13th day of MARCH ,

in the year one thousand nine hundred and FIFTY THREE , between KARL M. RUSSELL AND LILLIAN V. RUSSELL, HIS WIFE of , 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

SEVEN THOUSAND FIVE HUNDRED DOLLARS- - - - - - - - - - - - - - - - - ($7,500.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor 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 SIXTY THREE and 29/100- - - - - - - - - - - - ($63.29) 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 thirteenth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED AS Lots Nos. 4, 5 and 6 in Block 29, in the subdivision known as Franklin Manor Beach, as per plat thereof recorded among the Plat Records of Anne Arundel County on April 25, 1922, in Liber W.N.W. 1, Section 4, Folio 349, and plat of re-subdivision of Blocks 29, 30, 31, 32 and 33, recorded February 19, 1935 in Liber F.S.R. 4, Folio 19, now filed in Cabinet 2, Rod A-5, Plat 4.

BEING the same property conveyed to the within-named MORTGAGORS from Walter Hilliard and Margaret Hilliard, his wife, by deed of even date herewith and intended to be recorded among the aforesaid Land Records immediately prior hereto.

Filed 8 Mar., 1954

2

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. subject to restrictions of record and subject to an annual road tax of $5.00 per lot per year, payable March first of each and every year.

3

If, however, the said Mortgagor s, his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor s, for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

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

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

VI. That should the title to the herein mortgaged property be acquired by any persons or corporation, other than the 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 Mortgagor s, 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 Mortgagor s, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the 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 lots of ground and to execute such other assurances thereof as may be requisite.

Witness the hands and seal sof the said Mortgagor s.

WITNESS:

Alice C. Hudak
Alice C. Hudak

Karl M. Russell (SEAL)
Karl M. Russell

Lillian V. Russell (SEAL)
Lillian V. Russell

(SEAL)

LIBER 88 PAGE 106

LIBER 743 PAGE 246

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 13th day of March, 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 Karl M. Russell and Lillian V. Russell, his wife, the above named Mortgagors satisfactorily proven to be the person s whose name s are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Alice C. Hudak
Notary Public
Alice C. Hudak

ALICE C. HUDAK NOTARY PUBLIC ANNE ARUNDEL CO., MD.

My commission expires 5/4/53

Recorded: March 16, 1953 at 9 A.M.

WM. W. TOWNSHEND, JR.
Attorney
Towns-Worth Bldg.
Annapolis, Md.

FIRST PURCHASE MONEY
MORTGAGE
FROM

KARL M. RUSSELL AND

LILLIAN V. RUSSELL, HIS WIFE

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Mar. 16. 19 53 at 9 o'clock A. M.
Same day recorded in Liber [illegible] No. 743 folio 243 &c. one of the Land Records of ~~Baltimore~~ and examined per [illegible] Clerk.
Cost of Record $ [illegible]

V-138

LIBER 88 PAGE 107

No. 10,945 Equity.

A T T O R N E Y ' S S A L E

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Karl M. Russell and Lillian V. Russell, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated March 13, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 743, Folio 243, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale at the premises on

THURSDAY, APRIL 8, 1954

at 2:00 o'clock P.M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 4, 5 and 6, in Block 29, in the subdivision known as Franklin Manor Beach, as per plat thereof recorded among the Plat Records of Anne Arundel County in Liber W.N.W. 1, Section 4, Folio 349, and plat of re-subdivision of Blocks 29, 30, 31, 32 and 33, recorded in Liber F.S.R. 4, Folio 19, now filed in Cabinet 2, Rod A-5, Plat 4.

Being the same property conveyed to Karl M. Russell and Lillian V. Russell, his wife, by Walter Hilliard and Margaret Hilliard, his wife, by deed dated March 13, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 743, Folio 241.

The above property is improved by a 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 H. Campbell, Auctioneer

Maryland Gazette
March 11, 18, 25
April 1

Filed 8 Mar., 1954.

6

In the Matter of the Mortgaged Real	:	No. 10,945 Equity
Estate of Karl M. Russell and	:	In the Circuit Court for
Lillian V. Russell, his wife	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of Mortgage from Karl M. Russell and Lillian V. Russell, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated March 13, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 743, Folio 243.		$7,500.00
Total amount debited to Principal . . .	$ 48.50	
Debit Expense Account	126.03	174.53
		$7,674.53
Interest thereon to March 31,1954 . . .	$ 38.06	
Interest thereon from April 1, 1954 to April 8, 1954	9.43	47.49
		$7,722.02

William W. Townshend, Jr., Atty

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 8th day of April, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in Mortgage, and made oath in due form of law that the above Statement of Mortgage Claimis true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice C. Hudak

Alice C. Hudak, Notary Public

Filed 8 Apr., 1954

LIBER 88 PAGE 109

NEW AMSTERDAM CASUALTY COMPANY

142273

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

No. 10,945 Equity

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 EIGHT THOUSAND FIVE HUNDRED AND 00/100 Dollars ($ 8,500.00), 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 31st - - - - - day of March in the year of our Lord one thousand nine hundred and fifty-four.

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

has been appointed Trustee to sell Property Lots 4, 5 & 6 Block 29, Franklin Manor Beach/ Churchton, A. A. Co. Md. mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Karl M. Russell and Lillian V. Russell
Franklin Manor Beach, Churchton, Anne Arundel Co.
Maryland

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

William W. Townshend Jr. (SEAL)

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R.H. Nichols Attorney-in-Fact

Witness as to Surety:

M.S. Kraus
M.S. Kraus

1-307-Md. Trustee—Receiver 500-7-47

Approved this 8 Apr., 1954
John H. Hopkins, Judge

Filed 8 Apr., 1954

State of Maryland, Baltimore City, sct: LIBER 88 PAGE 110

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, March 31st, 1954.

NEW AMSTERDAM CASUALTY COMPANY

Assistant Secretary

Form 1-517 Md. 2m-1-53

ROBERT H. CAMPBELL - - LIBER 83 PAGE 111 - - - - Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Karl M. Russell and Lillian V. Russell, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated March 13, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 743, folio 243, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale at the premises on

THURSDAY, APRIL 8th, 1954

AT 2:00 O'CLOCK, P.M.

all those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 4, 5 and 6, in Block 29, in the subdivision known as Franklin Manor Beach, as per plat thereof recorded among the Plat Records of Anne Arundel County in Liber W. N. W. 1, Section 4, folio 349, and plat of resubdivision of Blocks 29, 30, 31, 32 and 33, recorded in Liber F. S. R. 4, folio 19, now filed in Cabinet 2, Rod A-5, Plat 4.

BEING the same property conveyed to Karl M. Russell and Lillian V. Russell, his wife, by Walter Hilliard and Margaret Hilliard, his wife, by deed dated March 13, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 743, folio 241.

The above property is improved by a 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.

CAPITAL GAZETTE PRESS ANNAPOLIS, MD.

Filed 12, Apr. 1954

LIBER 88 PAGE 112 Annapolis, Maryland
April 8, 1954

This is to certify that I have this 8th day of April, 1954, sold the property described by said advertisement in the Seventh Election District of Anne Arundel County and more particularly described as Lots Nos. 4, 5 and 6, Block 29, Franklin Manor Beach, to

United Federal Savings and Loan Assn. of Glen Burnie

at and for the sum of $8400.00
being then and there the highest bidder for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

Annapolis, Maryland
April 8, 1954

I hereby certify that I have this 8th day of April, 1954, purchased from William W. Townshend, Jr., Attorney named in Mortgage, theproperty situated in the Seventh Election District of Anne Arundel County, described as Lots Nos. 4, 5 and 6, Block 29, Franklin Manor Beach, at and for the sum of $8400.00

and do hereby agree to comply with the terms of sale.

United Federal Savings + Loan Assn. of Glen Burnie
By Robert E. Ward
Purchaser President

Purchaser

Filed 12 Apr., 1954

In the Matter of the Mortgaged Real	:	No. 10,945 Equity
Estate of Karl M. Russell and	:	In the Circuit Court for
Lillian V. Russell, his wife	:	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 Karl M. Russell and Lillian V. Russell, his wife, to United Federal Savings and Loan Association of GlenBurnie, dated March 13, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 743, Folio 243, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction, at the premises, on Thursday, April 8, 1954, at 2:00 o'clock P.M., and then and there sold the said property to United Federal Savings and Loan Association of Glen Burnie, at and for the sum of Eight Thousand Four Hundred Dollars ($8,400.00), being at that figure the highest bidder therefor, said property being as follows:

ALL those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 4, 5 and 6, in Block 29, in the subdivision known as Franklin Manor Beach, as per plat thereof recorded among the Plat Records of Anne Arundel County in Liber W.N.W. 1, Section 4, Folio 349, and plat of resubdivision of Blocks 29, 30, 31, 32 and 33, recorded in Liber F.S.R. 4, Folio 19, now filed in Cabinet 2, Rod A-5, Plat 4.

Filed 12 Apr., 1954.

11

BEING the same property conveyed to Karl M. Russell and Lillian V. Russell, his wife, by Walter Hilliard and Margaret Hilliard, his wife, by deed dated March 13, 1953 and recorded among the aforesaid Land Records in Liber J.H.H. 743, Folio 241.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale, and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.,
Attorney named in mortgage.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of April, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in 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

12

LIBER 88 PAGE 115

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of

~~Trustees~~

Karl M. Russell and Lillian V. Russell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,945 Equity

Ordered, this 12 day of April, 1954, 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 17 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 17 day of May next.

The report states that the amount of sales to be $ 8,400.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

Filed 12 Apr., 1954.

In the Matter of the Sale of the Mortgaged Real Estate of

~~Trustees~~

Karl M. Russell and Lillian V. Russell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 18th day of May, 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.

13

Filed 18 May, 1954.

LIBER 88 PAGE 116 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ATTORNEY'S SALE
— OF —
VALUABLE IMPROVED
REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Karl M. Russell and Lillian V. Russell, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated March 13, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 743, Folio 243, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale at the premises on

THURSDAY, APRIL 8, 1954
AT 2:00 O'CLOCK, P. M.

All those lots or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 4, 5 and 6, in Block 20, in the subdivision known as Franklin Manor Beach, as per plat thereof recorded among the Plat Records of Anne Arundel County in Liber W. N. W. 1, Section 4, Folio 349, and plat of resubdivision of Blocks 29 30, 31, 32 and 33, recorded in Libor F. S. R. 4, Folio 19, now filed in Cabinet 2, Rod A-5, Plat 4.

Being the same property conveyed to Karl M. Russell and Lillian V. Russell, his wife, by Walter Hilliard and Margaret Hilliard, his wife, by deed dated March 13, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 743, Folio 241.

The above property is improved by a 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. TOWNSEND, JR.,
Attorney named in mortgage,
Towns-Worth Building,
South Street, Annapolis, Maryland:
ROBERT H. CAMPBELL, Auctioneer.

a-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 28, 1954

We hereby certify, that the annexed

Attorneys Order

Karl M. Russell

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 April, 1954. The first insertion being made the 11th day of March, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Trasie Tate

Filed 18 May, 1954.

LIBER 88 PAGE 117

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

ORDER NISI

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 10,045 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of KARL M. RUSSELL And LILLIAN V. RUSSELL, His Wife.

Ordered, this 12th day of April, 1954, 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 17th 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 17th day of May next.

The report states that the amount of sales to be $8,400.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-6

Annapolis, Md., May 12, 1954

We hereby certify, that the annexed

Order Nisi - Sale

Eq - 10,945

Karl M. Russell

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 May, 1954. The first insertion being made the 15th day of April, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel O. Tilghman.

No. MG. 6.40
15

Filed 18 May 1954.

LIBER 88 PAGE 118

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~XYS~~
Karl M. Russell
, and
Lillian V. Russell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,945 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.

May 27, 1954

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

16

Filed 28 May, 1954.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Karl M. Russell and Lillian V. Russell, his wife — in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	282	00	317	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	13	50	43	25
To Attorney for Expenses, viz:				
Capital-Cazette Press - advertising sale	36	24		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. -bond premium	34	00		
Robert H. Campbell - auctioneer's fee	40	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Alice C. Hudak - notary fees	1	00	144	28
To Attorney for Taxes, viz:				
1954 State and County taxes ($96.82 - adjusted to 4/8/54)	26	46	26	46
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim filed	7,722	02	7,722	02
To Walter Hilliard and Margaret Hilliard, his wife, second mortgagees - this balance on account claim filed	146	99	146	99
			8,400	00
Amount of second mortgage claim filed	1,500	00		
Interest from 3/13/53 to 4/8/54	96	50		
Total	1,596	50		
Cr. Amount allowed as above	146	99		
Balance due	1,449	51		

11

with William W. Townshend, Jr., Attorney named in Mortgage Cr.

1954							
Apr.	8	Proceeds of Sale		8,400	00	8,400	00
						8,400	00

18

ORDER NISI LIBER 88 PAGE 121

In the Matter of the Sale of the Mortgaged Real Estate of

Karl M. Russell

and

Lillian V. Russell, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,945 Equity.

ORDERED, This 28 day of May, 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 6 day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of July next.

Filed 28 May, 1954. John W. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 8th day of July, 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

19

Filed 8 July, 1954.

LIBER 88 PAGE 122

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 6, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10945

Karl M. Russell

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 6th day of July, 1954. The first insertion being made the 3rd day of June, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Nassie Tate

Filed 7 July, 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,945 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of KARL M. RUSSELL And LILLIAN V. RUSSELL, His Wife.

Ordered, this 28th day of May, 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 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

JOHN E. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

ju-17

No. M. G. 927

20

LIBER 58 PAGE 123

ANNIE KING BOSWELL (formerly ANNIE KING) 5800 Belle Grove Road Baltimore 25, Maryland	:	NO. 10,887 EQUITY IN THE CIRCUIT COURT
VS.	:	FOR
FRANK KING 200 Bullin Avenue Patapsco Park Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY

:::::::

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, complaining, says:

FIRST: That by deed dated October 4, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 291, folio 141, The Patapsco Park Land Company, a body corporate, conveyed to Frank King and Annie King, his wife, Lots Nos. 312, 313 and 314 of Patapsco Park located on Belle Grove Road, Fifth Election District, Anne Arundel County, State of Maryland. A certified copy of said deed is filed herewith and marked "Complainant's Exhibit A."

SECOND: That by deed dated March 2, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 351, folio 324, Frank King and Annie King, his wife, conveyed to Clyde Powell and wife Lot No. 314 and the westernmost three feet of Lot No. 313 of Patapsco Park aforesaid. A certified copy of said deed is filed herewith and marked "Complainant's Exhibit B."

THIRD: That by deed dated April 2, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. No. 467, folio 175, Frank King and Annie King, his wife, conveyed to Clyde Powell and wife a triangular piece of ground, being the westernmost part of Lot No. 313 of Patapsco Park aforesaid. A certified copy of said deed is filed herewith and marked "Complainant's Exhibit C."

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 28 Dec., 1953.

FOURTH: That the property remaining in the parties to this cause is improved by a one and one-half story, frame, shingle house, with all modern conveniences, which said property has a total sales value of approximately $5,000.00, and that said property is free and unencumbered.

FIFTH: That the said Annie King was granted a decree of divorce "a vinculo matrimonii" from the respondent on October 21, 1952, in the proceedings known as "Annie F. King vs. Frank King, No. 4212 Divorces, In the Circuit Court for Anne Arundel County," to which reference is made and prayed to be taken as part hereof.

SIXTH: That at the time said decree of divorce was granted, title to said real estate automatically vested in the said Annie King and Frank King (both being of full legal age) as tenants in common; that the said Annie King has since intermarried with a certain James N. Boswell.

SEVENTH: That said property is not susceptible of division in kind without loss or injury to the parties involved; and your oratrix, by reason thereof, feels that a public sale of the premises should be made and the proceeds divided among those entitled to the same according to their respective interests.

TO THE END, THEREFORE:

A. THAT a decree may be passed by this Honorable Court authorizing a public sale of the property herein mentioned.

B. THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties.

C. THAT your oratrix may have such other and further relief as her case may require.

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said Frank King, who resides at 200 Bullin Avenue, Patapsco Park, Anne Arundel County, Maryland, commanding him to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

AND AS IN DUTY BOUND, ETC.

Annie King Boswell

Annie King Boswell

Annie King

Annie King
Complainant

Albert J. Goodman

Albert J. Goodman
156 South Street
Annapolis, Maryland
Solicitor for Complainant

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

(INT. REV. STAMP $ .55) (MD. STATE STAMP $ .50)

THIS DEED, Made this 4th day of October, in the year one thousand nine hundred and forty-three, by The Patapsco Park Land Company, a Body Corporate, duly incorporated under the laws of the State of Maryland.

WITNESSETH, That in consideration of the sum of Five Hundred Dollars, the receipt whereof is hereby acknowledged, the said The Patapsco Park Land Company doth grant and convey unto Frank King and Annie King, his wife, their heirs and assigns, in fee simple, all that ground and premises, situate, lying and being in Anne Arundel County, State of Maryland, and being known as Lots numbered 312, 313 and 314 of Patapsco Park, situate at Pumphrey's Station, in the Fifth Election District of Anne ArundelCounty, as shown on the plat of the property of The Patapsco Park Land Company, which plat is duly filed in the office of the Clerk of the Circuit Court for Anne Arundel County in Plat Book G. W. No. 1, Folio 31, and which said lots described as follows, that is to say:

Bordering ninety feet, more or less, on the north side of Brooklyn Avenue, also known as Belle Grove Road, by a depth of one hundred thirty feet, more or less.

The mention of the above-named Avenues or Roads in this description, or in the plat above referred to, is for the purpose of convenience of location only and for the purpose of securing to the owners of the several Lots abutting thereon the right to use said Avenues or Roads in common with others, but to no other purpose or intent shall it be construed to be a dedication to public use, the title to the bed or beds thereof being expressly reserved to said grantor.

The above-described land being part of the land which by Deed dated September 21st, 1909, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 68, Folio 425, was conveyed by Annie L. Von Hagel and husband to the Patapsco Park Land Company, in fee simple.

Annie King Boswell, etc., et al.
vs.
Frank King

1

No. Equity
In the Circuit Court for
Anne Arundel County

COMPLAINANTS' EXHIBIT A
Filed 28 Dec., 1953.

4

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the above-granted property unto said Frank King and Annie King, his wife, their heirs and assigns, in fee simple, forever, subject, however, to the following conditions, which are hereby entered into by the said Frank King and Annie King his wife, for themselves, their heirs and assigns with the said The Patapsco Park Land Company, as a part of the consideration for this Deed, and which shall be taken and considered as running with the land, viz:

1. That no building shall be erected upon said lots which shall cost less than five hundred Dollars, and that no saloon or any other business which the party of the first part may deem detrimental to the surrounding property of the party of the first part shall be conducted on the lots hereby sold, and that no dwelling or any portion thereof shall be erected within fifteen feet of the building line and shall front on a street or avenue as laid down on the plat, and no more than one dwelling on each lot, nor shall any building be placed nearer than five feet of the rear lines of said lot.

2. That all cesspolls, privies or receptacles of any kind for the storage of sewerage or liquid waste shall be build so that there shall be no leakage into the soil nor nuisance of any kind maintained or allowed thereon, nor any use thereof made or permitted which shall be noxious or dangerous to health.

AND the said The Patapsco Park Land Company, subject to the conditions to be observed by the grantees, their heirs and assigns, covenants that it will warrant specially the property hereby granted and conveyed, and that it will execute such further assurances of said land as may be requisite.

AS WITNESS the Corporate Seal of said body corporate and the signature of Frankie Wilson, the President thereof.

Signed, sealed and delivered in the presence of:

FRANKIE WILSON
PRESIDENT OF THE PATAPSCO

5

J. ALLEN L. DIEHLMANN PARK LAND COMPANY

(CORPORATE SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 4th day of October, 1943, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Frankie Wilson, President of said body corporate, the Grantor named in the aforegoing Deed and acknowledged the same to be the act of said corporation.

WITNESS my hand and notarial seal.

J. ALLEN L. DIEHLMANN

(NOTARIAL SEAL) NOTARY PUBLIC

Recorded-Oct-5th-1943-at-10:20-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber J. H. H. No. 291, folio 141, one of the Land Record Books for Anne Arundel County.

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

John K. Hopkins, 3rd

CLERK.

INT. REV. STAMP $.55- MD. STATE STAMP $.30.

THIS DEED, made this 2nd day of March, in the year one thousand nine hundred and forty-six, by Frank King and Annie King, of Anne Arundel County, in the State of Maryland, of the first part, and Clyde Powell and Annie Powell, his wife, of Baltimore City, in the same State, of the second part.

WITNESSETH, That in consideration of the sum of Five Dollars, the said Frank King and Annie King, his wife, do grant and convey unto Clyde Powell and Annie Powell, his wife, as tenants by the entireties, their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple, Lot number 314, and the westernmost three feet of Lot Numbered 313 of Patapsco Park, situate at Pumphrey's Station, in the Fifth District of Anne Arundel County, as shown on plat filed among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 31, described as follows:

BORDERING thirty-three feet on the north side of Brooklyn Avenue, with an even depth of one hundred and thirty feet.

BEING part of the land which by deed, dated October 4th, 1943, and recorded among the aforesaid Land Records in Liber J.H.H. No. 291, folio 141, was granted and conveyed by The Patapsco Park Land Company to the said Frank King and Annie King, his wife.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining.

To Have and To Hold the above-granted property unto the said Clyde Powell and Annie Powell, his wife, as tenants by the entireties their assigns, the survivor of them, and the heirs and assigns of the survivor, in fee simple.

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

AS WITNESS the hands and seals of said Grantors.

TEST: FRANK KING, (SEAL)

Annie King Boswell, etc., et al.
vs.
Frank King

No. Equity
In the Circuit Court
for Anne Arundel County

7

COMPLAINANTS' EXHIBIT B
Filed 28 Dec., 1953.

FRANKIE D. WILSON ANNIE KING (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of March, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County , personally appeared Frank King and Annie King, his wife, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

FRANKIE D. WILSON

(NOTARIAL SEAL) NOTARY PUBLIC

Recorded -6th March, 1946,at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing deed is truly taken and copied from Liber J.H.H. No. 351, folio 324, one of the Land Record Book for Anne Arundel County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Circuit Court for Anne Arundel County, this 10th day of December, A. D., 1953.

John W. Hopkins, 3rd

CLERK.

NO STAMPS REQUIRED
FRANKIE WILSON.

THIS DEED, Made this 2nd day of April, in the year one thousand nine hundred and forty-eight, by Frank King and Annie King, his wife, of Anne Arundel County, in the State of Maryland, of the first part, GRANTORS, and Clyde Powell and Annie Powell, his wife, of the same County and State, of the second part, GRANTEES.

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Frank King and Annie King, his wife, do grant and convey unto the said Clyde Powell and Annie Powell, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple, all that tract of ground situate and being in the Fifth Election District of Anne Arundel County, in the State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe now set on the northmost side of Belle Grove Road (called Brooklyn Avenue on plat of Patapsco Park filed among the Plat Records of Anne Arundel County), at a point North 77 degrees 45 minutes East 360 feet from the point where the northmost side of the said road is intersected by the eastmost side of Gibbons Road; the said iron pipe being set where the division line between Lot 313 and Lot 314, as shown on said plat, intersects the northmost side of Belle Grove Road; thence running with the said division line North 12 degrees 15 minutes west 130 feet; thence running with the rear line of the said lot 313, North 77 degrees 45 minutes East 11.0 feet to an iron pipe; thence leaving the said rear line and running through Lot 313, South 7 degrees 25 minutes East 131.46 feet to the point of beginning. BEING A triangular piece of ground, the westmost part of Lot 313 as shown on the aforementioned plat of Patapsco Park.

BEING part of the ground which by deed, dated March 2,1946, and recorded among the Land Records of Anne Arundel County in Liber

Annie King Boswell, etc., et al.
vs.
Frank King

No. Equity
In the Circuit Court
for Anne Arundel County

COMPLAINANTS' EXHIBIT C
Filed 28 Dec., 1953.

9

JHH No. 351, folio 324, was granted and conveyed by The Patapsco Park Land Company to said Frank King and Annie King, his wife.

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 Clyde Powell and Annie Powell, his wife, as tenants 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 covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; that they will warrant specially the property granted and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said Grantors.

TEST:

FRANKIE D. WILSON

Frank King (SEAL)
Frank King

ANNIE KING (SEAL)
Annie King

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 2nd day of April, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Frank King and Annie King, his wife, the Grantors in the aforegoing deed, and they acknowledged the same to be their act.

AS WITNESS my hand and Notarial Seal.

FRANKIE D. WILSON

(NOTARIAL SEAL)

Frankie D. Wilson - Notary Public

Recorded May 4th, 1948, at 10:30 A. M.

10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, THAT the aforegoing Deed is truly taken and copied from Liner J.H.H. No. 467, folio 175, one of the Land Record Books for Anne Arundel County.

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

John K. Hopkins, 3rd
CLERK.

//

LIBER 88 PAGE 134

ANNIE KING BOSWELL (formerly Annie King),	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
FRANK KING,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,887 EQUITY
	*	

* * * * *

ANSWER TO BILL OF COMPLAINT

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Frank King, Defendant, by Noah A. Hillman, his Solicitor, respectfully shows:

1. That he admits the matters and facts set forth in said Bill of Complaint.

2. That he consents to the passage of such Decree as maybe right and proper in the premises.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Defendant

Service of Copy of Answer, admitted this 30th day of January, 1954

Albert J. Gordon
Solicitor for Plaintiff

Filed 30 Jan., 1954.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

12

LIBER 88 PAGE 135

ANNIE KING BOSWELL (formerly Annie King), PLAINTIFF	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	*	
FRANK KING, DEFENDANT	*	NO. 10,887 EQUITY

* * * * *

CONSENT TO DECREE FOR SALE OF REAL ESTATE

* * * * *

The Plaintiff, Annie King Boswell by Albert J. Goodman her Solicitor, and the Defendant, Frank King, by Noah A. Hillman his Solicitor, herewith consent to a Decree for the sale of the real estate mentioned in this proceeding and respectfully represent:

1. That the parties hereto constitute all the parties in interest.

2. That a corporate bond of $ 5,000.00 to be filed by the Trustees appointed by this Honorable Court will be sufficient to cover any and all proceeds and Court costs of this proceeding.

Noah A. Hillman
Solicitor for Plaintiff

Solicitor for Defendant

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 30 Jan., 1954.

13

LIBER 88 PAGE 136

ANNIE KING BOSWELL (formerly Annie King),	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
FRANK KING,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,987 EQUITY
	*	

* * * * *

DECREE FOR THE SALE OF REAL ESTATE

* * * * *

This cause being presented to the Court for Decree by consent, the Bill of Complaint, Answer and other proceedings were by the Court read and considered.

Whereupon, it is this 4th day of February, 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That the real estate described in this proceeding be sold.

2. That Albert J. Goodman and Noah A. Hillman be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by the Clerk of this Court, in the penalty of $ 5,000.00, conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future order or decree in the premises; they 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 they may think proper, of the time, place, manner and terms of sale, which terms shall be:

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 4 Feb., 1954.

14

A deposit of $ 500.00 to be paid at time of sale. Balance to be paid upon final ratification by this Court, or all cash at time of sale at option of the purchaser. Deferred payment to bear interest at rate of six per cent from day of sale. Taxes and other charges to be adjusted to date of sale.

And as soon as may be convenient after such sale, the Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed.

Upon ratification of such sale by this Court, and on the payment of the whole purchase money (and not before) the said Trustees by good and sufficient deed to be executed and acknowledged agreeably to Law, shall convey to the purchaser of said property to him 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 either of them.

And the Trustees shall bring into this Court the money arising from such sale, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit and such commissions to the said Trustees as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged the Trust.

Benjamin Michaelson
Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

15

LIBER 88 PAGE 138

Trustee—Md.

A STOCK COMPANY

"Old and Tried" Organized 1849

ANNIE KING BOSWELL
(formerly Annie King)

VS.

FRANK KING

Glens Falls
INSURANCE COMPANY
Glens Falls, N.Y.

NO. 10,887 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Know All Men by These Presents:

THAT WE Albert J. Goodman and Noah A. Hillman

Annapolis, Maryland

as principal, and the GLENS FALLS INSURANCE 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 Five Thousand and No/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, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 9th day of Februay in the year nineteen hundred and fifty-four

WHEREAS, the above bounden Albert J. Goodman and Noah A. Hillman by virtue of a decree of the Honorable the Judge of the Circuit Court Anne Arundel County, has been appointed trustee to sell certain real estate in Anne Arundel County, Maryland,

mentioned in the proceedings in the case of Annie King Boswell(formerly Annie King)

vs.

Frank King

now pending in said Court

Now the Condition of this Obligation is such, that if the above bounden Albert J. Goodman and Noah A. Hillman

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

Signed, sealed, and delivered in the presence of

Eleanor L. Owings
as to Albert J. Goodman and Noah A. Hillman

Albert J. Goodman [SEAL]

Noah A. Hillman [SEAL]

GLENS FALLS INSURANCE COMPANY

By G. F. Kennedy [SEAL]
G. F. Kennedy, Attorney

Form 15195

approved this 11 Feb., 1954
John H. Hopkins, 3rd, Clerk
Filed 11 Feb., 1954

16

"Old and Tried" Organized 1849

Glens Falls

LIBER 88 PAGE 139

INSURANCE COMPANY
Glens Falls, N. Y.

Power of Attorney

Know all men by these Presents:

That the Glens Falls Insurance Company, a corporation organized and existing under the laws of the State of New York, and having its principal office in the City of Glens Falls, in said State, does hereby make, constitute and appoint T. J. Cavey, Jr. and/or G. F. Kennedy of Baltimore, Maryland its true and lawful attorney for it and in its name, place and stead to execute on its behalf as surety, bonds, undertakings, stipulations, consents and all contracts of suretyship and to attach its corporate seal to such obligations in favor of All obligees provided that the liability of the Company as surety under this authority, in no one instance shall exceed the sum of One Hundred ---- thousand dollars, and reserving to itself full power of substitution and revocation.

This Power of Attorney is made and executed in accordance with the Resolution adopted by the Board of Directors at a meeting held on the 2nd day of March, 1951.

"RESOLVED, That the President, or any Vice-President of this Company, be and hereby is authorized to execute Powers of Attorney, which, when duly attested by a Secretary or Assistant Secretary, qualify individuals specified therein to act on behalf of the Glens Falls Insurance Company as surety in executing bonds, undertakings, stipulations, consents and all contracts of suretyship, and to attach the Corporate Seal thereto."

In Witness Whereof, the Glens Falls Insurance Company has caused these presents to be signed and its Corporate Seal to be affixed by its proper officers, duly authorized by the above resolution at the City of Glens Falls, New York, this 15th day of January 19 54

GLENS FALLS INSURANCE COMPANY

Attest: C. S. Willmott XXX Secretary

By E. B. Gill Vice-President

State of New York }
County of Warren } SS:

On this 15th day of January 19 54 before me appeared E. B. Gill and C. S. Willmott to me personally known, who being by me duly sworn, did depose and say that they are Vice-President and XXX Secretary respectively of the Glens Falls Insurance Company, the corporation described in, and on whose behalf they executed the above instrument, that the seal affixed to said instrument is the Corporate Seal of said Corporation and was thereto affixed by order of its Board of Directors and said E. B. Gill and C. S. Willmott acknowledged said instrument to be the free act and deed of said Corporation. Affiants did further depose and say that they signed the above instrument in accordance with authority granted them by said resolution recited in the instrument proper and that said resolution is a true and correct copy of the original duly passed at a meeting of the Board of Directors held at the office of the Company at Glens Falls, New York, on the 2nd day of March, 1951.

DOROTHY A. MACK, NOTARY PUBLIC FOR THE STATE OF NEW YORK
RESIDING IN WARREN COUNTY, CERTIFICATES FILED IN ALBANY,
CLINTON, ESSEX, FRANKLIN, FULTON, NEW YORK, RENSSELAER, ST. LAWRENCE, SARATOGA,
SCHENECTADY AND WASHINGTON COUNTIES. COMMISSION EXPIRES MARCH 30, 1954

Dorothy A. Mack Notary

I, E. P. Hutchinson Asst. Secretary XXXXXXXXX of the Glens Falls Insurance Company do hereby certify that I have compared the power of attorney granted herein and the resolution recited herein with the originals and amendments thereto now on file in the principal office of said Company, and that the same are correct transcripts therefrom and of the whole of the said originals, and amendments thereto, and that said power of attorney has not been revoked but is still in full force and effect.

In Testimony Whereof, I have hereunto subscribed my name as XXXXXXXXX Asst. Secretary and affixed the seal of the Glens Falls Insurance Company this 9th day of February 19 54

E. P. Hutchinson XXXXXXXXX Asst. Secretary

(This part below to be completed when the person granted power of attorney is required to acknowledge the execution of the bond.)

State of.....
County of..... } SS:

On this.....day of.....19....., before me personally came.....
to me known, who, being by me duly sworn, did depose and say, that he resides in.....
that he is the.....of the GLENS FALLS INSURANCE COMPANY, the Corporation described in and which executed the bond attached; that he knows the seal of said Corporation; that the Seal affixed to said bond is such corporate seal; that it was so affixed by virtue of the power of attorney issued to him as more particularly appears above, and that he signed said bond by reason of the authority granted therein by the Board of Directors of said Corporation; and that said Company was duly qualified under the Insurance Laws of the State of New York to execute said bond.

.....
Notary Public

Form 15107

ALBERT J. GOODMAN, SOLICITOR
Annapolis, Maryland.

NOAH A. HILL[illegible], SOLICITOR
Annapolis, Maryland.

TRUSTEES' SALE
— OF —
FEE SIMPLE
DWELLING PROPERTY
Situate in the Fifth Election District o
Anne Arundel County, Maryland.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, dated February 4, 1954, passed in a cause in said Court pending, in which Annie King Boswel is Plaintiff and Frank King is Defendeat, known as Number 10,887 Equity, the undersigned Trustees will offer for sale at the Court House Door, Church Circle, Annapolis, Maryland, on

TUESDAY, MARCH 30, 1954
AT 10:00 O'CLOCK, A. M.

All that lot of ground which by deed dated October 4, 1943 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 201, folio 141 was conveyed by The Patapsco Park Land Company, to Frank King and Annie King, his wife, described as follows:

Lots numbered 312, 313 and 314 of "Patapsco Park" as shown on the Plat thereof originally recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 31 and currently in Plat Cabinet No. 2, Rod B-4, folio 31.

SAVE AND EXCEPTING THEREFROM the two following conveyances:

(1) Deed dated March 2, 1940 from Frank King and Annie King, his wife, to Clyde Powell and wife recorded in Liber J. H. E. No. 351, folio 324, to which reference is made, which conveyed all of Lot No. 314 and the westernmost three feet of Lot No. 313.

(2) Deed dated April 2, 1948 from Frank King and Annie King, his wife to Clyde Powell and wife, recorded in Liber J. H. H. No. 467, folio 175 described as follows:

Beginning for the same at an iron pipe now set on the Northernmost side of Belle Grove Road (called Brooklyn Avenue on the Plat of Patapsco Park filed among the Plat Records of Anne Arundel County), at a point North 77 degrees 45 minutes East 360 feet from the point where the Northernmost side of the said road is intersected by the Easterninost side of Gibbons Road; the said iron pipe being set where the dividing line between Lot 313 and Lot 314, as shown on said Plat, intersects the Northernmost side of Belle Grove Road; thence running with the said dividing line North 12 degrees 15 minutes West 130 feet; thence running with the rear line of the said Lot 313, North 77 degrees 45 minutes East 11.0 feet to an iron pipe; thence leaving the said rear line and running through Lot 313. South 7 degrees 25 minutes East 131.46 feet to the point of beginning. Being a triangular piece of ground, the Westernmost part of Lot 313.

Improved by a one and one-half story frame shingle house containing five rooms and kitchen on first floor, second floor unfinished. In fair condition. Gas and electricity. Known as 6800 Belle Grove Road.

TERMS OF SALE: A deposit of $500.00 at time of sale. Balance of purchase money to be paid on final ratification of sale or all cash at time of sale, at option of the purchaser. Deferred payment to bear interest at rate of six per cent from date of sale.

All expenses and taxes to be adjusted to date of sale.

ALBERT J. GOODMAN
NOAH A. HILLMAN
Trustees.

GEORGE W. SCIBLE, Auctioneer.

m-25

OFFICE OF LIBER 88 PAGE 140

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 29, 1954

We hereby certify, that the annexed

Trustees' Sale

Annie King Boswel

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 30th day of March, 1954. The first insertion being made the 4th day of March, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 30 Mar., 1954

GEORGE W. SCIBLE - - - - - - - - - - Auctioneer

ALBERT J. GOODMAN, Solicitor
Annapolis, Maryland

NOAH A. HILLMAN, Solicitor
Annapolis, Maryland

TRUSTEE'S SALE

— OF —

FEE SIMPLE

Dwelling Property

SITUATE IN THE FIFTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of a Decree of the Circuit Court of Anne Arundel County, in Equity, dated February 4, 1954, passed in a cause in said Court pending, in which Annie King Boswell is Plaintiff and Frank King is Defendant, known as Number 10,887 Equity, the undersigned Trustees will offer for sale at the Court House Door, Church Circle, Annapolis, Maryland, on

Tuesday, March 30th, 1954

AT 10 00 O'CLOCK, A.M.

all that lot of ground which by deed dated October 4, 1943, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 291, folio 141, was conveyed by The Patapsco Park Land Company, to Frank King and Annie King, his wife, described as follows:

Lots numbered 312, 313 and 314 of "Patapsco Park" as shown on the Plat thereof originally recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1, folio 31, and currently in Plat Cabinet No. 2, Rod B-4, folio 31.

SAVE AND EXCEPTING THEREFROM the two following conveyances:

(1) Deed dated March 2, 1946, from Frank King and Annie King, his wife, to Clyde Powell and wife recorded in Liber J. H. H. No. 351, folio 324, to which reference is made. which conveyed all of Lot No. 314 and the westernmost three feet of Lot No. 313.

(2) Deed dated April 2, 1948, from Frank King and Annie King, his wife, to Clyde Powell and wife, recorded in Liber J. H. H. No. 467, folio 175, described as follows:

LIBER 80 PAGE 142

BEGINNING for the same at an iron pipe now set on the Northernmost side of Belle Grove Road (called Brooklyn Avenue on the Plat of Patapsco Park filed among the Plat Records of Anne Arundel County), at a point North 77 degrees 45 minutes East 360 feet from the point where the Northernmost side of the said road is intersected by the Easternmost side of Gibbons Road; the said iron pipe being set where the dividing line between Lot 313 and Lot 314, as shown on said Plat, intersects the Northernmost side of Belle Grove Road; thence running with the said dividing line North 12 degrees 15 minutes West 130 feet; thence running with the rear line of the said Lot 313, North 77 degrees 45 minutes East 11.0 feet to an iron pipe; thence leaving the said rear line and running through Lot 313, South 7 degrees 25 minutes East 131.46 feet to the point of beginning. Being a triangular piece of ground, the Westernmost part of Lot 313.

Improved by a one and one-half story frame shingle house containing five rooms and kitchen on first floor, second floor unfinished. In fair condition. Gas and electricity. Known as 5800 Belle Grove Road.

TERMS OF SALE: A deposit of $500.00 at time of sale. Balance of purchase money to be paid on final ratification of sale or all cash at time of sale, at option of the purchaser. Deferred payment to bear interest at rate of six per cent from date of sale.

All expenses and taxes to be adjusted to date of sale.

ALBERT J. GOODMAN,
NOAH A. HILLMAN,
Trustees.

CAPITAL GAZETTE PRESS ANNAPOLIS, MD.

Filed 30 Mar., 1934.

1

ANNIE KING BOSWELL, etc. : NO. 10,887 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

FRANK KING : 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 and Noah A. Hillman, Trustees, the property described in the advertisement attached hereto for the sum of ONE THOUSAND SEVEN HUNDRED FIFTY- - - - - - - - -DOLLARS ($ 1,750.00); 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 30th day of March, 1954.

WITNESS:

FRANKIE WILSON & SONS, INC.

Grace R. Hartge as to By Frankie Wilson (SEAL)
Grace R. Hartge Frankie Wilson, President

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman and Noah A. Hillman, Trustees, the property described in the advertisement attached hereto to FRANKIE WILSON & SONS, INC.

at and for the sum of ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS ($ 1,750.00), it ~~they~~ being at that price the highest bidder(s) therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 30th day of March, 1954.

WITNESS:

Grace R. Hartge George W. Scible (SEAL)
Grace R. Hartge George W. Scible, Auctioneer

Filed 30 Mar., 1954.

19

LIBER 58 FOLIO 144

ANNIE KING BOSWELL, etc.	:	NO. 10,887 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
FRANK KING	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of ALBERT J. GOODMAN and NOAH A. HILLMAN, Trustees, appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with surety for the faithful performance of their trust, as required by said decree, and giving 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 weeks before the day of sale, pursuant to said notice, they did attend at the Courthouse door in the City of Annapolis, Maryland, on Tuesday, March 30, 1954, at 10 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

> All that lot of ground which by deed dated October 4, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 291, folio 141, was conveyed by The Patapsco Park Land Company to Frank King and Annie King, his wife, described as follows:
>
> Lots numbered 312, 313 and 314 of "Patapsco Park," as shown on the plat thereof originally recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, folio 31, and currently in Plat Cabinet No. 2, Rod B-4, folio 31.
>
> SAVING AND EXCEPTING THEREFROM the two following conveyances:
>
> (1) Deed dated March 2, 1946, from Frank King and Annie King, his wife, to Clyde Powell and wife recorded in Liber J.H.H. No. 351, folio 324, to which reference is made, which

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 30 Mar., 1954.

23

conveyed all of Lot No. 314 and the westernmost three feet of Lot No. 313.

(2) Deed dated April 2, 1948, from Frank King and Annie King, his wife, to Clyde Powell and wife recorded in Liber J.H.H. No. 467, folio 175, described as follows:

> Beginning for the same at an iron pipe now set on the northernmost side of Belle Grove Road (called Brooklyn Avenue on the plat of Patapsco Park filed among the Plat Records of Anne Arundel County) at a point north 77 degrees 45 minutes east 360 feet from the point where the northernmost side of the said road is intersected by the easternmost side of Gibbons Road, the said iron pipe being set where the dividing line between Lot 313 and Lot 314, as shown on said plat, intersects the northernmost side of Belle Grove Road; thence running with the said dividing line north 12 degrees 15 minutes west 130 feet; thence running with the rear line of the said Lot 313, north 77 degrees 45 minutes east 11.0 feet to an iron pipe; thence leaving the said rear line and running through Lot 313, south 7 degrees 25 minutes east 131.46 feet to the point of beginning, being a triangular piece of ground, the westernmost part of Lot 313.

Said property being sold to FRANKIE WILSON & SONS, INC., at and for the sum of ONE THOUSAND SEVEN HUNDRED FIFTY- - - - - - - - DOLLARS ($ 1,750.00- - - -), it being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

Albert J. Goodman
156 South Street
Annapolis, Maryland

Noah A. Hillman
Maryland Hotel
Annapolis, Maryland
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30th day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ZI

county aforesaid, personally appeared ALBERT J. GOODMAN and NOAH A. HILLMAN, Trustees, and made oath in due form of law that the matters and facts set forth in the above 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

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

22

LIBER 88 PAGE 147

ORDER NISI

Annie King Boswell
(formerly Annie King)

versus

Frank King

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,887 Equity

Ordered, this 30 day of March, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman and Noah A. Hillman, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $ 1,750.00.

John H. Hopkins 2nd Clerk.

True Copy,

TEST: Clerk.

Filed 30 Mar., 1954.

(Final Order)

Annie King Boswell
(formerly Annie King)

versus

Frank King

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of May, 19 54, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 12 May, 1954.

LIBER 88 PAGE 148

?FICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 11, 1954

We hereby certify, that the annexed

Order Nisi Sale

Eq. 10,887

Annie King Boswell

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 10th day of May, 1954. The first insertion being made the 8th day of April, 1954

THE CAPITAL-GAZETTE PRESS, INC.

Filed May, 1954. By Hazel O. Tilghman.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,887 Equity

ANNIE KING BOSWELL (formerly Annie King)

Vs.

FRANK KING

Ordered, this 30th day of March, 1954. That the sale of the Property in these Proceedings mentioned, made and reported by Albert J. Goodman and Noah A. Ellinan, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $1,750.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-20

No. MG. 602

In the Case of

Annie King Boswell
(formerly Annie King)

vs.

Frank King

In the

Circuit Court

For

Anne Arundel County

No. 10,887 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.

May 26, 1954

All of which is respectfully submitted.

Laura N. Sickling
Auditor.

Filed 27 May, 1954.

25

Dr. Annie King Boswell (formerly Annie King) vs. Frank King in ac.

To Trustees for Commissions, viz:	85	48	85	48
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	75		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	13	50	57	70
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	57	52		
Capital-Gazette Press - handbills	11	59		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Insurance Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	25	00		
Albert J. Goodman - fee for legal services rendered (Order 5/13/54)	100	00		
Clerk of Court - certified copies deeds	4	25		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Grace R. Hartge - notary fee		50	235	06
To Trustees for Taxes, viz:				
1954 State and County taxes ($27.13 - adjusted)	6	78	6	78
BALANCE FOR DISTRIBUTION - $1,371.44				
Distributed as follows:				
(1) To Annie King Boswell - one-half	685	72		
(2) To Frank King - one-half	685	72	1,371	44
			1,756	46

with Albert J. Goodman and Noah A. Hillman, Trustees Cr.

1954							
Mar.	30	Proceeds of Sale		1,750	00		
		Interest on deferred payment to 5/1/54		6	46	1,756	46
						1,756	46

J.T.

ORDER NISI LIBER 88 PAGE 152

Annie King Boswell
(formerly Annie King)
VERSUS
Frank King

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,887 Equity.

ORDERED, This 27 day of May, 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 6 day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of July next.

Filed 27 May, 1954 John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of July, 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 7 July, 1954.

25

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

FOR ANNE ARUNDEL COUNTY

IN THE CIRCUIT COURT

No. 10,887 Equity

ANNIE KING BOSWELL (formerly Annie King)

Vs.

FRANK KING

Ordered, this 27th day of May, 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 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

JOHN E. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Ju-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 6, 1954

We hereby certify, that the annexed Order Nisi - Aud. Acct Equity 10887 Annie King Boswell

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 6th day of July, 1954. The first insertion being made the 3rd day of June, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By J. French

No. M.G. 926

29

Filed 7 July, 1954

14 - 5

LIBER 88 PAGE 154

MARIA ANDREW, mother and next friend of Melvin Leonard Andrew and Nicholas William Andrew, Infants 1272 Guilford Road Harundale, Glen Burnie Anne Arundel County, Md.	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
MELVIN LEONARD ANDREW and NICHOLAS WILLIAM ANDREW, Infants 1272 Guilford Road Harundale, Glen Burnie Anne Arundel County, Md.	:	ANNE ARUNDEL COUNTY
	: No. 9854	IN EQUITY

--coOoo--

Bill of Complaint

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Oratrix, complaining, says:

1. That she is the mother and next friend of Melvin Leonard Andrew and Nicholas William Andrew, Infants, and resides with them at 1272 Guilford Road, Harundale, Glen Burnie, Anne Arundel County, Maryland.

2. 2. That the said Infants are seized jointly with their father, NICHOLAS ANDREW, of an undivided one-half interest in three parcels of ground situate, lying and being in the Third District of Anne Arundel County, Maryland, by deed from Eugene Schonfield, unmarried, to William Andrew, et al, and dated March 5th, 1948, and duly recorded on May 26, 1948 among the Land Records of Anne Arundel County in Liber J.H.H. No. 470, Folio No. 411, a certified copy of said Deed being attached hereto and prayed to be taken as part of this petition and marked Petitioner's Exhibit "A", to which deed reference is made for a legal description of the said parcels of ground above referred to.

3. That at the time of the vesting of the Infants interest in said lots of ground, the said property was ~~unbocks~~ encumbered with the following mortgages and liens: and is now so encumbered.

(a) A mortgage on the entire interest in said three tracts of land dated May 27, 1946 and recorded among the Land Records of Anne Arundel County in Liber No. J.H.H. 363, Folio 169 in the original sum of $35,000.00 with a balance of approximately $20,000.00 due thereon as of the date of said deed, exclusive of any accrued interest.

Filed Apr. 16th 1949

(b) A mortgage on the entire interest in said three tracts of land, said mortgage being dated November 12th, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.R.H. No. 443, Folio 141, in the principal sum of $6,250.00 with a balance of approximately $3,600.00 due thereon as of the date of said deed, (Exhibit "A"), exclusive of any accrued interest.

(Oc) An acknowledgement of a tax lien to the United States Government for income taxes alleged to be due and owing in the said William Andrew and Nicholas Andrew in the approximate sum of $11,669.59, said lien being dated May 6th, 1948 and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470, Folio 194.

(d) Real Estate taxes due on the herein described properties for the year 1949 in the approximate sum of $776.00

(e) Fire insurance premiums due on policies issued prior to the date of said deed in the approximate sum of $3,400.00.

4. That the respective intererest of both of said infants were acquired by them without the payment of any consideration by either of them, or by anyone in their behalf.

5. That the liens and mortgages herein referred to are all in arrears and payment thereof are being pressed to such an extent that the interest of said Infants may be jeopardized by the threatened sale of the property to pay the various indebtedness, and that it would be for the benefit of and advantageous to the respective Infants, that their respective interests in the said properties be appraised and determined; and that this Court authorized and decree an exchange of their respective interests in the said real estate for other property.

WHEREFORE Your Petitioner prays that a decree may be passed by this Honorable Court authorizing and approving an exchange of said infants interests in the aforesaid real estate for other property.

And for such other and further relief as the nature of the cause may require.

Marie V. Andrew
Mother and Next friend of Melvin Leonard Andrew, and Nicholas William Andrew, Infants.

Solicitors for Plaintiff.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 14 day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared MARIA ANDREW and made oath in due form of law that the matters and facts alleged in the foregoing Bill of Complaint are true and correct to the best of her information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Connie C. Baker
Notary Public

3

THIS DEED, Made this 5th day of March, 1948 by and between Eugene Schonfield, unmarried, of the City of Baltimore, State of Maryland, Grantor, and William Andrew and Vasilia Andrew, his wife, and Nicholas Andrew, Melvin Leonard Andrew and Nicholas William Andrew, parties of the second part, of the same City and State, Grantees.

WITNESSETH: That for and in consideration of the sum of Five ($5.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantor does grant and convey unto the said William Andrew and Vasilia Andrew, his wife, and heirs and assigns, in fee simple, an undivided one-half interest in and to the hereinafter described properties, and the said Grantor does hereby grant and convey unto the said Grantees, Nicholas Andrew and his sons Melvin Leonard Andrew and Nicholas William Andrew, jointly and the survivor of them, their heirs and assigns, in fee simple an undivided one-half interest the thereinafter described properties: The said William Andrew and Vasilia Andrew, his wife, being granted an undivided one-half interest in the hereinafter property and the said Nicholas Andrew, Melvin Leonard Andrew and Nicholas William Andrew, being granted a one-half undivided interest, which interest is to be held as tenants in common with the other one-half undivided interest. All those three lots or parcels of ground situate, lying and being in the Third District of Anne Arundel County, Maryland, and more particularly described as follows:

Beginning for the first: At a point, said point being the intersection of the south 30 degrees, 34 minutes west 196.1 feet line of the South 52 degrees, 29 minutes West 774.9 feet line, as said lines are shown on a plat of Block "E" of Manhattan Beach, dated February 19, 1926, and made by J.Revell Carr, said plat being recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 1, folio 29, running thence North 53 degrees, 26 minutes West 175 feet, more or less, until it intersects the South line of the Community Beach as shown on Plat No. 3 of Manhattan Beach, as recorded among the Land Records of Anne Arundel County; and thence South 84 degrees, 56 minutes, west 296.6 feet along

Filed Dec. 16, 1949 — No. 9854 Equity

4

the South line of the Community Beach until it intersects the South 30 degrees, 34 minutes West 196.1 feet line hereinbefore mentioned, and thence reversing said line binding thereon to the place of beginning.

BEGINNING for the second: At a pipe set on the North side of Community Road, as laid out 40 feet wide on Plat No. 3 of Manhattan Beach, dated April, 1921, made by J. Spence Howard, Civil Engineer, and recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3 folio 8, said place of beginning being intended to be at the Southwest corner of Lot No. 37, Block "C" on the said plat, running thence with the division line of the lot hereby intended to be conveyed and Lots Nos. 37, 23, and 22 of Block "C", on said plat, North 0 degrees, 28 minutes, East 243.5 feet, more or less; thence with the division line of the lot hereby intended to be conveyed and Lots Nos. 21, 20, 19, 18, 17, 16, 15, 14 and 8 of Block "C" on said Plat, to and across Magothy Road, north 3 degrees, 35 minutes east 445 feet to the north side of said Magothy Road; thence with the division line of the lot hereby intended to be conveyed and Lots No. 25 of Block "B" on said Plat, North 14 degrees, 11 minutes East 250 feet, more or less, to the South shore line of the Magothy River; thence following said shore line in a westerly direction 100 feet to the division line of the Community Beach as shown on said Plat; thence leaving said shore line and running South 30 degrees, 56 minutes, west 196.1 feet to a pipe; thence south 52 degrees, 29 minutes west 237 feet, more or less, to the south side of said Magothy Road, North 88 degrees, 38 minutes east 165 feet, more or less, to the center of Frederick Road, as said Frederick Road is shown on a plat of Block "C" of Manhattan Beach, dated February 19, 1926, and made by J. Revell Carr, said plat being recorded among the Plat Records of Anne Arundel County, in Plat Book F.S.R. No. 1, folio 29; thence running with and binding on the north side of said Community Road, North 66 degrees, 10 minutes east 328 feet, more or less to a pipe; thence South 89 degrees, 52 minutes East 28 feet to the place of beginning.

BEGINNING for the third at a point 40 feet southeasterly from an iron pipe set on the shore line of the Magothy River, said iron pipe being

also the northwesternmost end of the South 53 degrees 26 minutes east 241.4 feet line described in a Deed dated April 9, 1929, from Sigmund R. Kallinsky to Samuel S. Eisenberg and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 44 folio 141, running thence from said point of beginning in a southerly direction 123.24 feet; thence easterly at right angles to a said line 159.28 feet to an iron pipe situated on the aforementioned south 53 degrees, 26 minutes east 241.4 feet line thence northwesterly along the said south 53 degrees 26 minutes east 241.4 feet line, 201.4 feet to the place of beginning.

BEING the same lots of ground described in a Deed dated of even date hereof and recorded among the land records of Anne Arundel County Maryland, immediately prior hereto from William Andrew and Vasilia Andrew, his wife, and Nick Andrew.

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

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Grantees, William Andrew and Vasilia Andrew, his wife, their heirs and assigns in fee simple, as to a one-half undivided interest in the above mentioned property and unto the said Grantees, Nicholas Andrew and his sons, Melvin Leonard Andrew and Nicholas William Andrew, jointly and the survivor of them, their heirs and assigns, in fee simple as to a one-half undivided interest; Each one-half undivided interest to be held as tenants in common to the other one-half undivided interest.

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

Witness the hand and seal of said Grantor.

Witness: Golda Barron Eugene Schonfield (Seal)

State of Maryland, City of Baltimore, to wit:

I hereby certify that on this 5th day of March, 1948, before me the subscriber, a Notary Public of the State of Maryland, in and for the

City aforesaid, personally appeared the above named Eugene Schonfield and he acknowledged the aforegoing Deed to be his account and Deed.

As Witness my hand and Notarial seal.

(NOTARIAL SEAL)

GOLDA BARRON

Notary Public

Recorded 26th May, 1948 at 11:00 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 470, folio 411, 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 22nd day of August, A.D. 1949.

John K. Hopkins, 3rd. Clerk.

LIBER 88 PAGE 161

MARIA ANDREW, mother and
friend of Melvin Leonard Andrew
and Nicholas William Andrew, Infants,
1272 Guilford Road
Harundale, Glen Burnie
Anne Arundel County, Md.

vs.

MELVIN LEONARD ANDREW and
NICHOLAS WILLIAM ANDREW, Infants
1272 Guilford Road
Harundale, Glen Burnie
Anne Arundel County, Md.

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

IN EQUITY

#9854

Petition & order appointing Guardian ad litem

To the Honorable, The Judge of Said Court:

The Petition of Plaintiff in this case respectfully represents unto your Honor:

1st. That MELVIN LEONARD ANDREW and NICHOLAS WILLIAM ANDREW,

Infant Defendants in this cause have been duly summoned.

2d. That said Infant Defendants have no legal guardian.

Wherefore your Petitioner prays this Honorable Court to appoint a Guardian ad Litem to appear and answer for said Infant Defendants, and suggests that who has no interest whatever in this suit, be appointed Guardian ad Litem.

And as in duty bound, etc.

R. Eric Barnhorn
James K. Cullen
William D. Cullen
Solicitor for Plaintiff.

Filed Jany. 5th 1950

ORDERED, by the Circuit Court of ~~Baltimore City~~ ANNE ARUNDEL COUNTY on this 5th day of January, 1950, upon the foregoing petition that Annie F. Bates be and she is hereby appointed Guardian ad Litem for the Infant Defendants named in the aforegoing Petition and she is hereby directed to appear and file her answer in their behalf.

Benjamin Nicholson,
Judge.

LIBER 88 PAGE 162

MARIA ANDREW, mother and next friend of Melvin Leonard Andrew and Nicholas William Andrew, Infants,
1272 Guilford Road
Harundale, Glen Burnie
Anne Arundel County, Md.

vs

MELVIN LEONARD ANDREW and
NICHOLAS WILLIAM ANDREW, Infants
1272 Guilford Road
Harundale, Glen Burnie
Anne Arundel County, Md.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY No. 9854

Answer of Guardian ad Litem.

To the Honorable,

The Judge of said Court:

The Answer of MELVIN LEONARD ANDREW and NICHOLAS WILLIAM ANDREW the Infant Defendants named in the Bill of Complaint in this Court against them exhibited, by Annie L. Bates duly appointed Guardian ad Litem respectfully represents unto your Honor:

That the Defendants being Infants under the age of twenty-one years cannot admit nor deny, the allegations set up in said Bill of Complaint and therefore submit their rights to the protection of this Honorable Court.

And as in duty bound, &c.,

Annie L. Bates
Guardian ad Litem.

Filed January 31st. 1950.

9.

Filed 20 July, 1950.

I N D E X

	DIRECT
NICHOLAS ANDREW	1
WILLIAM ANDREW	10
T. CARROLL WORTHINGTON	14
FRED E. VOGES	16

MARIA ANDREW, MOTHER, ETC.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	:	ANNAPOLIS, MARYLAND
MELVIN LEONARD ANDREW & NICHOLAS WILLIAM ANDREW, Infants.	:	NO. 9854 EQUITY

July 19, 1950

BEFORE: HON. BENJAMIN MICHAELSON, Judge

APPEARANCES:

R. L. BAINDER, ESQ. :
WILBUR R. DULIN, ESQ.: Representing the Complainant
JAMES K. CULLEN, ESQ.:

THE COURT: All right, the Court is ready to proceed.

(Mr. Bainder made opening statement to the Court)

THE COURT: Call your witness.

NICHOLAS ANDREW, a witness called on behalf of the Complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BAINDER:

Q What is your full name?

A Nicholas Andrew.

//

Q Where do you live.

A 1272 Guilford Road, Harundale.

Q Are you the father of Melvin Leonard Andrew, and are you the father of Nicholas William Andrew?

A Yes, sir.

Q Will you state their ages please?

A Nicholas William is 6, and Melvin Leonard is 9.

Q With whom are these children living?

A Their mother.

Q State the mother's name and address?

A Maria V. Andrew.

Q Maria or Mariā?

A Maria.

Q Maria?

A M-A-R-I-A.

Q Where does she live?

A Harundale.

Q Prior to the 26th day of May, 1948, did you and your father own three tracts of land lying in the third district of Anne Arundel County?

A Yes, sir.

Q What is your father's name?

A William Andrew.

Q William Andrew?

A Yes.

Q It is generally known as Crystal Beach?

A Yes, sir.

Q Now, on March 5, 1948, did you convey--you had a half interest in that land, did you not?

A Yes, sir.

Q And it was an undivided half interest?

A Yes, sir.

Q And your father had the other undivided half interest?

A Yes, sir.

Q And that property is in fee simple?

A Yes, sir.

Q Now, on the 5th day of March, 1948, did you have any interest in that land conveyed to your two infants whom you just mentioned?

A Yes, sir.

Q Will you tell the Court the circumstances under

which that interest was conveyed to them, and why it was conveyed to them?

A Well, the lawyer, we went to the lawyer, and I wanted to make the children the beneficiaries of some sort so that in case anything ever happened to me they would have the security, and instead he put the children's names in the deed.

Q That is how their names appeared?

A Yes, sir.

Q Was there any consideration of any kind paid by the children for their interests?

A No, sir.

Q Now, when that deed was recorded, was that land subject to any liens or encumbrances?

A Yes, sir.

Q Can you state what they were?

A Well, there was a mortgage outstanding at the time. Also there--

Q There was a first mortgage?

A First mortgage.

Q Which was in the original sum of $35,000.00?

A $35,000.00.

Q Approximately how much was due at the time of the conveyance?

A About twenty or $25,000.00.

Q Now, then, there was a second mortgage also on the entire tract?

A Yes.

Q These mortgages covered your interests and your father's interests?

A Yes.

Q Can you state what was the amount of the second mortgage which was due at the time of that conveyance?

A I can't remember right off hand.

Q It was originally $6,250.00, and at the time of the conveyance--

A About $4,000.00.

Q $3,600.00.

A $3,600.00.

Q Would you say that was correct?

A Yes, sir.

Q Now, was there a lien on record in favor of the

United States government for claims due by you and your father?

A Yes, sir.

Q Now, can you state what the original amount was of that lien?

A I think it was around $7,000.00.

Q The original amount was $11,000.00.

A $11,000.00 on which we paid $4,000.00, and it left around $7,000.00.

Q $7,000.00 which you owed?

A Yes.

Q Were the taxes for 1949 paid?

A I don't think so.

Q They were open and they were approximately $776.00?

A Yes, sir.

Q And there was also fire insurance premiums due on the various policies covering the property?

A Yes, sir.

Q In the amount of $3,400.00?

A Yes, sir.

THE COURT: You had better let him answer.

You are testifying and you had better let him answer.

Q Can you state what the amount of the fire insurance premiums were?

A It was in the neighborhood $3,000.00 or $3,600.00, something like that.

Q At the time of that conveyance to the infants, was there any other claim against you and your father by the United States government?

A There was another claim which wasn't settled at the time. We were negotiating with the government, trying to make a settlement.

Q When was that claim settled?

A Just recently.

Q Did you at that time--

A Sometime in May.

Q In May of this year?

A Yes.

Q Can you state what the amount of the settlement was?

A It was something over $6,000.00.

Q I hand you this paper. Will you take a look at it

and see whether or not that is the settlement to which you have just referred?

A Yes, sir.

Q Is that your signature on that acknowledgement of the lien?

A Yes, sir.

Q And you state that this lien was outstanding?

A Yes, sir.

MR. BAINDER: We would like to offer this as Exhibit 1.

(Marked by Reporter as Exhibit 1)

Q Would you say that it is to the best interests of the infants that this Court determine what their fair value of their interest in that land is?

A Yes, sir.

Q In order that the title may be cleared?

A Yes, sir.

Q Why is it necessary to clear this title?

A Well, we have to give the government a clear lien and raise the money to pay the government and the other debts.

Q You want to refinance the existing mortgages?

A Yes, sir.

Q Has the government threatened any action unless this is done?

A Yes, sir.

Q If that property isn't refinanced, the property will be in jeopardy and you may lose it, isn't that correct?

A Yes, sir.

MR. BAINDER: Does the Court want to ask him any questions?

THE COURT: Are you finished?

MR. BAINDER: Yes.

BY THE COURT:

Q How did it happen that the children were made parties in this deed?

A We went to a lawyer in Baltimore, Mr. Schonfield, and I wasn't familiar with the different proceedings and what should be done so I told him that I wanted to make the children sort of beneficiaries in case anything happened to me, and I thought that he would draw up

19

something so that if anything happened to me that they would come into title for my interests. Instead, we found out later, he put the two children in on my share of the property.

Q They didn't pay anything for their interests?

A No, sir, not a penny.

Q You didn't intend to give them an interest at the time the deed was made?

A No, sir.

THE COURT: All right.

WILLIAM ANDREW, a witness called on behalf of the Complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. BAINDER:

Q State your name and address, please?

A William Andrew.

THE COURT: What is it?

A William Andrew.

THE COURT: Speak up, Mr. Andrew.

Q What is your address?

A Severna Park, Maryland.

Q Mr. Andrew, you are the father of Nicholas Andrew?

A That's right.

Q And Melvin Leonard Andrew and Nicholas William Andrew are your grandchildren?

A That's right.

Q Are you the co-owner, with your son, of the property referred to in these proceedings?

A Yes, sir.

Q Are you familiar with the circumstances of how your grandchildren's names were placed on the deed?

A Yes, sir.

Q Will you relate to the Court what took place, how their names were placed on this deed?

A Well, the first deed we had was in my name and Nicholas' name, and then I decided to put my wife's name in the deed. So, Mr. Schonfield told us--

Q Who is Mr. Schonfield?

A The lawyer in Baltimore. He told us to have some kind of protection in case of death for the children. When he put the deed up he put the children in, and we didn't know anything about it until we signed it and it

was too late.

Q Was any money or any consideration paid on behalf of the children?

A Not a thing, no, sir.

Q Was it intended that they have an interest in the land; was it intended that their names be placed on the deed?

A No, sir.

Q Now, you have heard the testimony of your son with respect to the various liens that were in existence at the time that the deed was executed, that is correct is it not?

A Yes, sir.

Q And the acknowledgement of that lien on May 25, 1950?

A Yes.

Q And do you request the Court to take such action so that the title to this property can be cleared?

A That's right.

Q What is the purpose for that, why do you want that?

A First of all, we want to clear the government up

because they threatened to foreclose, prosecution, and all that stuff, you know. It would be, I think, of benefit to the children too because if we lose all of us are going to lose.

Q Would you say that this would be in the best interest of everyone, that the infants' interest be determined in order with the request made in this Bill of Complaint?

A Yes, sir.

Q Otherwise--

A The property will be lost.

Q Mr. Andrew, was it necessary for that lien as well as the other lien to be acknowledged and recorded of this land in order to complete the settlement with the United States government?

A Yes, sir.

Q Did the government insist upon those liens?

A They insisted on those liens to be recorded and also gave us time until September 1st to repay in full. In other words, the government would be in that business, they told me themselves.

MR. BAINDER: Does the Court want to ask him any questions?

THE COURT: No.

T. CARROLL WORTHINGTON, a witness called on behalf of the Complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. DULIN:

Q Will you give your name and address, please, sir?

A T. Carroll Worthington, Townsworth Building.

Q Your occupation?

A Realtor.

Q How long have you been in the business, Mr. Worthington?

A Since 1933.

Q Have you made a study of Crystal Beach in reference to what it is worth? Have you made an appraisal of that?

A I have.

THE COURT: Are you familiar with real estate values in Anne Arundel County and vicinity?

A Yes.

24

THE COURT: Have you bought and sold property in Anne Arundel County and vicinity?

A I have.

THE COURT: The Court recognizes Mr. Worthington.

Q Did you make an appraisal of Crystal Beach, Mr. Worthington?

A I did in September of 1949.

Q Will you give the Court your figures as to what the property is worth, and also how you based those figures?

THE COURT: Let him state first what the property is.

A The property is a public beach, it has 4.2 acres of land, it is improved by a picnic pavillion, dance hall, bowling alley; men's and ladies' bath houses, home and restaurant connected, garage and storage, and five small outbuildings. My evaluation of the whole property is $50,300.00.

Q Would you break that down for the Court, please?

A The land, $5,000.00; the picnic pavillion, $9,000.00; dance hall, $8,500.00; bowling alley, $9,000.00; men's

bath house, $1,800.00; ladies' bath house, $2,500.00; house and restaurant, $12,000.00; garage and storage, $1,750.00; and the five outbuildings, $750.00.

Q That is the total value of the property as you appraise it?

A In my opinion, that is the value.

MR. DULIN: Thank you.

FRED E. VOGES, a witness called on behalf of the Complainant, being duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. DULIN:

Q Will you state your name, address, and occupation?

A Fred E. Voges, 231 Main Street, Annapolis Maryland, real estate.

Q Have you bought and sold property in and Around Anne Arundel County?

A I have.

Q For a period of how many years?

A 17 years.

Q Are you familiar with the value of property around Crystal Beach in Anne Arundel County?

A I am.

Q Have you bought and sold property in that area?

A I have.

Q Did you make an appraisal of the property known as Crystal Beach in Anne Arundel County?

A I did in September of 1949.

Q Will you give what the property consists of?

A The property consists of 4.2 acres of land, picnic pavillion, dance hall, bowling alley, men's bath house, ladies' bath house, house and restaurant combined, garage and storage building combined, and five out-buildings.

Q As a result of your appraisal, what did you value the property at, and will you break that down for the Court?

A In my opinion the value of the property in September of 1949 was $50,300.00. This appraisal is broken down as follows: 4.2 acres of land, $5,000.00; picnic pavillion, $9,000.00; dance hall, $8,500.00; bowling alley, $9,000.00; men's bath house, $1,800.00; ladies' bath house, $2,500.00; house and restaurant, $12,000.00; garage and storage

27

building, $1,750.00; and five outbuildings in bad repair, $750.00.

Q Making a total of $50,300.00?

A $50,300.00.

THE COURT: Did you make your appraisal with Mr. Worthington?

A Yes, sir.

THE COURT: Do you think the value would be the same now as what you appraised it at then?

A There would be very little difference.

THE COURT: Anything further, gentlemen?

MR. DAINDER: That's the case, Your Honor.

THE COURT: Mr. Applebaum, write this testimony up, and then, gentlemen, I will issue a decree.

25

DECLARATION OF LIEN

WHEREAS, the undersigned, WILLIAM ANDREW and NICHOLAS ANDREW, unmarried, trading as CRYSTAL BEACH, Severna Park, Anne Arundel County, Maryland, stand justly indebted unto the United States of America for the payment of cabaret and amusement taxes as follows:

For the year 1947	$2385.43
For the year 1948	1371.60
For the year 1949	1116.71
Total	$ 4873.74

Said sum exclusive of any penalty or interest that may be due thereon;

AND WHEREAS, the above-named parties are further justly indebted unto the United States of America in the sum of Two Thousand ($2000.00) Dollars, exclusive of any interest and penalty that may be due thereon, in full payment of the miscellaneous tax due by the said WILLIAM ANDREW and NICHOLAS ANDREW for twenty (20) gaming devices at Crystal Beach, Maryland, for the period ending June 30, 1950.

Filed 19 July, 1950.

NOW THEREFORE, the premises considered, the above-named parties do hereby acknowledge and ratify the existence of a lien in the total sum of Six Thousand Eight Hundred Seventy-Three Dollars and Seventy-Four Cents ($6,873.74), exclusive of any interest and penalty, as an encumbrance upon all of the right, title, interest and estate of the said parties in and to the property known as Crystal Beach and all other property located and situated in Anne Arundel County, State of Maryland, it being understood and agreed that the enforcement of the payment of said lien against said property shall be stayed for a period of one hundred twenty (120) days from date hereof. However, this lien shall be and remain a charge upon our interest in said property until said lien is paid and satisfied for the full amount thereof.

IN FURTHER CONSIDERATION of the sum of One ($1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, I, VASILIA ANDREW, the wife of William Andrew, do hereby join in the execution and acknowledgement of this lien for the sole and express purpose only of waiving and relinquishing all of my dower and other legal rights that I may

29

Ex. 1

have in and to any property that my husband, the said WILLIAM ANDREW, may own or possess in Anne Arundel County, State of Maryland, in favor of the lien, to the end that the lien hereby declared may and shall be free and clear of all my dower and other legal rights that I may have in said land, property or interest therein.

IN FURTHER CONSIDERATION of the sum of One ($1.00) Dollar and other valuable considerations, the receipt of which is hereby acknowledged, the undersigned ANTHONY T. ANDREW and EVELYN ANDREW, his wife, do hereby join in the execution and acknowledgement of this lien for the sole and express purpose that the said lien shall be an encumbrance and charge upon all of their right, title, interest and estate, in and to the property known as Crystal Beach located in Anne Arundel County, State of Maryland.

AND the undersigned, the said WILLIAM ANDREW and NICHOLAS ANDREW, do hereby further agree to pay all current taxes, namely, Social Security, withholding tax, admission and cabaret, miscellaneous tax in regard to Special Tax Stamps on coin operated devices.

AS WITNESS our hands and seals this 25 day of May, 1950.

WITNESS:

R. Lewis Bainder

Henry J. Frankel

Harry T. Ambrose

William Andrew (SEAL)

Vasilia Andrew (SEAL)

Nicholas Andrew (SEAL)

Anthony T. Andrew (SEAL)

Evelyn Andrew (SEAL)

30

STATE OF MARYLAND

CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 25th day of May, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared WILLIAM ANDREW, and VASILIA ANDREW, his wife, NICHOLAS ANDREW, unmarried, ANTHONY ANDREW and EVELYN ANDREW, his wife, the parties to the aforegoing Declaration of Lien known to me or satisfactorily proven to me to be the said parties, and they and each of them did acknowledge the aforegoing Declaration of Lien to be their act and deed.

AS WITNESS my hand and Notarial Seal.

Henry [illegible]
Notary Public

31

MARIA ANDREW, mother and next friend of Melvin Leonard Andrew and Nicholas William Andrew, Infants.	*	IN THE
	*	CIRCUIT COURT FOR
	*	ANNE ARUNDEL COUNTY
vs.	*	IN EQUITY
MELVIN LEONARD ANDREW and NICHOLAS WILLIAM ANDREW, Infants	*	No. 9854

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

D E C R E E

The above entitled cause having come before this Court, upon Bill of Complaint and Answers, and testimony having been heard in open Court, it is this 23d day of August, 1950, ORDERED and DECREED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY, that James K. Cullen, Wilbur R. Dulin and R. Lewis Bainder be and they are hereby appointed as Trustees to convey all the right, title, interest and estate of the said Infant Defendants, MELVIN LEONARD ANDREW and NICHOLAS WILLIAM ANDREW, in and to 3 parcels of ground situate, lying and being in the third district of Anne Arundel County, Maryland (said interest being more particularly described in a Deed dated March 5, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 470, folio 411) unto NICHOLAS ANDREW, father of the said Infants in exchange for a mortgage from the said NICHOLAS ANDREW to Marie Andrew, GUARDIAN, in the sum of Six Thousand ($6000.00) Dollars, she having been designated as legal guardian of said Infants by an Order of the Circuit Court for Anne Arundel (No.2662 Divorces) County/and she having duly qualified, said mortgage to be on the undivided one-

Filed 23 Aug. 1950

LIBER 88 PAGE 186

half interest of the said NICHOLAS ANDREW and said mortgage to be subject to liens on the entire property not exceeding Forty Thousand ($40,000.00) Dollars and to bear interest at the rate of 4 per cent per annum, payable annually and principal to be repaid at the expiration of four (4) years from date of said mortgage.

AND it is further ORDERED AND DECREED that the Plaintiff pay the costs of these proceedings.

Benjamin Richardson
JUDGE

32

225

LIBER 88 PAGE 187

WILLIAM CARTER, 221 Elizabeth Ave. Patapsco Park Brooklyn, Anne Arundel County, Maryland	**	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
- vs -	**	#9500 IN EQUITY
ROBERT POLLARD and THELMA POLLARD, his wife 221 Elizabeth Ave. Patapsco Park Brooklyn, Anne Arundel County, Maryland	**	

BILL OF COMPLAINT

TO THE HONORABLE THE JUDGE OF SAID COURT:

YOUR ORATOR COMPLAINING SAYS:

I.

That he is the owner in fee simple of all those lots of ground known as, and described as: all those lots situated in the 5th District of Anne Arundel County, in the State of Maryland, known as lots no. 531 and 532, of Patapsco Park, as shown on the Plat of the property of Patapsco Park Land Company, duly filed among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 31, and described as follows:

Fronting sixty feet on Elizabeth Avenue with an even depth of one hundred and twenty feet.

Also that lot of ground known as No. 530 Patapsco Park on the aforesaid Plat of the property of the Patapsco Park Land Company recorded as aforesaid.

Said lots Nos. 531 and 532 being the same lots conveyed to William Carter and Julia Carter, his wife, by the Patapsco Park Land Company by deed dated April 3, 1922, and recorded among the Land Records aforesaid, in Liber W. N. W. No. 55, folio 197; and said lot No. 530 being the same lot conveyed to William Carter and Julia Carter, his wife, by Samuel Carter and Mildred Carter, his wife, by deed dated May 29, 1928, and recorded among the Land Records aforesaid, in Liber F.S.R. No. 28, folio 114;

Filed Aug. 9, 1948.

the said Julia Carter having since departed this life on November 10, 1934; and the said William Carter thereafter remarried; and being also the same lots of ground granted and conveyed by George B. Woelfel and wife to William Carter sometime prior hereto (1939) and recorded among the Land Records of Anne Arundel County.

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.

That the said lots of ground are improved by a valuable dwelling, and accessory structures.

II

That on or about the 13th day of March, 1940, your orator, who was then over 72 years of age, was indebted to a certain Lena Michaelson in the sum of six hundred dollars secured by a mortgage recorded as a lien against your orator's property aforesaid. That your orator found himself in financial difficulty, unable to meet the payments required by said mortgage, and requested the defendant Robert Pollard and Gladys Pollard, his wife (at that time), to lend him a sufficient sum of money to fulfill his obligations under said mortgage by advancing a sufficient sum each week which added to the money which your orator could pay, would meet the payments required under said mortgage.

III

That the said Robert Pollard was a nephew by marriage of your orator, and Gladys Pollard, his wife (at that time), was your orator's niece, in both of whom your orator had great trust and confidence, and both said Robert Pollard and Gladys Pollard well knew that your orator had great confidence in them.

IV

That on or about the 13th day of March 1940, the said Robert Pollard and his said wife, Gladys Pollard, proposed to your orator that if your orator would transfer his said property by deed to said Robert Pollard and Gladys Pollard, his wife, that

they, the said Robert Pollard and the said Gladys Pollard, his wife, would assume making the payments on said mortgage, and would add each week to the money which your orator might have, a sum sufficient to make the payments under said mortgage, and would live on the said property with your orator, and would make the advances aforesaid, and also pay the taxes on said property, and would maintain the said property and make necessary improvements, and just as soon as your orator could repay them for any excess amount over a reasonable rental, that said Robert Pollard and Gladys Pollard who was then his wife, would reconvey the said property to your orator.

V.

That reposing full faith and confidence in said Robert Pollard and Gladys Pollard, his wife, your orator on or about March 13, 1940 executed a deed to said Robert Pollard, and Gladys Pollard, his wife, as tenants by the entireties, said deed being recorded among the land records of Anne Arundel County in Liber J. H. H. No. 220, folio 160, etc., a certified copy of which deed is filed herewith and marked "Complainant's Exhibit No. 1." That because said property is in fee simple your orator's present wife, Doris Carter, was required to unite, and did unite in the execution of said deed.

VI.

That Gladys Pollard, the wife of Robert Pollard at the time, died in the year 1946, and since the execution of the aforesaid deed of March 13, 1940; after which the defendant Robert Pollard intermarried with the defendant Thelma Pollard, who is named as a party defendant in these proceedings because said property is in fee simple. That in order for your orator to obtain complete relief it is necessary that Thelma Pollard, the present wife of Robert Pollard be named party defendant because of the possibility of an inchoate right of dower existing in her.

VII.

That after the execution of said deed certain improvements

and repairs were made to said property, the cost of which in part was met by payments made by your orator and in part by payments made by Robert Pollard; and your orator and said Robert Pollard agreed that eventually there would be an accounting between them upon a reconveyance of the said property to your orator, and that said Robert Pollard would then be repaid the money he advanced.

VIII.

That your orator had no facts or basis upon which to reach any conclusion that said Robert Pollard did not intend to carry out in full the aforesaid agreement relative to reconveyance of said property until the early part of this year, 1948, when your orator requested that the said Robert Pollard and his present wife reconvey the property to him because, living conditions in said property jointly occupied by your orator and the said Robert Pollard and Thelma Pollard, his present wife, became unpleasant to your orator.

IX.

That your orator is advised, believes and therefore avers that the aforesaid deed of March 15, 1940, recorded among the land records of Anne Arundel County as aforesaid (Complainant's Exhibit 1, attached hereto) is in reality a mortgage and should be so held, construed and declared by decree of this Honorable Court, and in this connection your orator is advised, believes and therefore avers that it is necessary that an accounting be had between your orator and the said defendant Robert Pollard to determine the amount which may be due him as a lien on said property or otherwise.

X.

That unless an injunction be issued by this Honorable Court prohibiting the defendants from selling, conveying, mortgaging or otherwise alienating or encumbering the said property pending the final decree of this Court in the cause, your orator may suffer irreparable loss and damage, and he has no plain and

4

adequate remedy at law.

To The End Therefor;

1. That said deed dated the 13th day of March, 1940, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 220, folio 160 etc. (a certified copy of which is attached to this Bill of Complaint and marked Complainant's Exhibit 1) may be by the decree of this Court, be declared null and void and of no force and effect.

2. That, in the alternative, the said defendants Robert Pollard and Thelma Pollard, his wife, be directed by decree of this Court, to reconvey the property described in this Bill to your orator, subject to such lien thereon as this Court may find the said defendants, or either of them to be entitled, or that a trustee be appointed to make such conveyance, as aforesaid.

3. That, in the alternative, the said deed dated the 13th day of March, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 220, folio 160, etc. (a certified copy of which is attached to this Bill of Complaint and marked Complainant's Exhibit 1) be construed to be and be declared to exist only as a lien or mortgage on said property above described, in favor of the defendants or either of them; and that the amount of said lien be fixed and determined by the decree of this Court.

4. That an injunction be issued by this Honorable Court restraining and enjoining the defendants from selling, mortgaging, conveying or otherwise alienating or encumbering the aforesaid property until the final decree of this Court in this cause.

5. That your orator may have such other and further relief as his cause may require. And as in duty bound, etc.

Dickerson, Nice and Sokol
William J. Boehm
Solicitors for Complainant

William Carter
Complainant

5

AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 5th day of August, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally, appeared WILLIAM CARTER, complainant, known to me (or satisfactorily proven) to be the complainant in the aforegoing Bill of Complaint, and made oath in due form of law that the matters and facts alleged therein are true to best of his knowledge, information and belief.

IN WITNESS WHEREOF, I hereunto set my hand and official

(Seal)

Anna May Wollenweider
Notary Public
Anna May Wollenweider

My commission expires May 2, 1949.

6

ORDER

Upon the aforegoing Bill of Complaint and affidavit it is ordered this 10th day of August, 1948 by the Circuit Court of Anne Arundel County in Equity that the defendants Robert Pollard and Thelma Pollard, his wife be enjoined from selling, conveying, mortgaging or otherwise alienating the property described in said Bill of Complaint pending the final decree of this Court in this cause unless cause to the contrary be shown by said defendants on or before the 31st day of August, 1948, provided a copy of said Bill of Complaint, affidavit, and this order be served upon the said Robert Pollard and Thelma Pollard, his wife, defendants, on or before the 20th day of August, 1948.

Warren L. Anderson
Judge

Filed Aug. 10" 1948.

7

Complainant's Exhibit 1

Int. Rev. $.50-Md State $.50

THIS DEED, made this 13th day of March, in the year one thousand nine hundred and forty, by and between William Carter and Doris Carter, his wife, of Anne Arundel County, in the State of Maryland, of the first part, and Robert Pollard and Gladys Pollard, his wife, of the second part. 2

WITNESSETH: that in consideration of the sum of five dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged , the said William Carter and Doris Carter, his wife, do grant and convey unto the said Robert Pollard and Gladys Pollard, his wife, as tenants by the entireties, their assigns and unto the survivor of them, his or her heirs and assigns, all those lots of ground, situate, lying and being in Anne Arundel County, aforesaid, and described as follows, that is to say:-

BEGINNING for the same, all those lots situate in the 5th District of Anne Arundel County, in the State of Maryland, known as lots no 531 & 532, of Patapsco Park, as shown on the Plat of the property of Patapsco Park Land Company, duly filed among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, folio 31, and described as follows:

Fronting Sixty feet on Elizabeth Avenue with an even depth of one hundred and twenty feet.

Also all that lot of ground known as No. 530 Patapsco Park on the aforesaid Plat of the property of the Patapsco Park Land Company recorded as aforesaid.

Said Lots Nos. 531 and 532 being the same conveyed to William Carter and Julia Carter, his wife, by the Parapsco Park Land Company by deed dated April 3, 1922, and recorded among the Land Records aforesaid, in Liber W.N.W. No. 55, folio 197; and said Lot No. 530 being same conveyed to William Carter and Julia Carter his wife, by Samuel Carter and Mildred Carter, his wife, by deed dated May 29,1928, and recorded among the Land Records aforesaid, in Liber F.S.R. No.28, folio 114; the said Julia Carter having since departed this life on November 10, 1934; and William Carter having remarried.

Filed Aug. 9. 1948

8

BEING all and the same lots of ground granted and conveyed by George B. Woelfel and wife to William Carter by deed dated sometime prior hereto (1939) and recorded among the Land Records of Anne Arundel County.

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 said 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 Robert Pollard and Gladys Pollard, his wife, as tenants by the entireties, their heirs and assigns, in fee-simple, subject to a mortgage from William Carter and Doris Carter, his wife, to Lena Michaelson, now esisting and recorded among the Land Records of Baltimore County (1939), which the Grantees agree to pay and perform the covenants thereof.

The Grantees join in the execution hereof for the purpose of personally assuming the covenants of the aforesaid mortgage.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done, any act, matter or thing whatsoever, to encumber the property hereby conveyed; other than the existing mortgage, and 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 and grantees.

Test:	William Carter	(SEAL)
Ethel Kaplan	Doris Carter	(SEAL)
Fearless M. Williams	Robert Pollard	(SEAL)
	Gladys Pollard	(SEAL)

9

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY,That on this 13th day of March, in the year one thousand nine hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William Carter and Doris Carter, his wife, Grantors, and they acknowledged the foregoing Deed and signatures, to be their act.

AS WITNESS my hand and Notarial Seal.

Ethel Kaplan

(NOTARIAL SEAL)

Notary Public

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 16th day of March, in the year one thousand nine hundred and forty, before me, the subscriber, a Notary Public of the State of Maryland,in and for the City of Baltimore, aforesaid, personally appeared Robert Pollard and Gladys Pollard,his wife, Grantees, and they acknowledged the foregoing Deed and signatures to be their act.

AS WITNESS my hand and Notarial Seal.

Fearless M. Williams,

(NOTARIAL SEAL)

Notary Public.

Recorded-28th June, 1940,at 9:30 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the foregoing Deed was truly taken and copied from Liber J.H.H. No. 220, folio 160, etc.,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 this27th day of July, A. D., 1948.

John T. Tolson, Jr. Clerk.

10

WILLIAM CARTER
221 Elizabeth Ave.
~~Brooklyn Park, Md.~~

vs.

ROBERT POLLARD and
THELMA POLLARD, his wife,
221 Elizabeth Ave,
~~Brooklyn Park, Md.~~

No. 9500 ~~DIVORCE~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

The Defendants Robert Pollard and Thelma Pollard

after ~~Order of Publication duly published (or served)~~ (having been duly summoned) having failed to appear to the Bill of Complaint and answer same, according to the command of the said ~~Order of Publication (or~~ Writ of Summons.)

It is thereupon this 16th day of September 1948, 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.

Harwood T. Anderson
Judge

Filed Sept. 16" 1948

LIBER 88 PAGE 198

Filed Sept. 20" 1948.

SERVICE OF COPY ADMITTED
September 20 1948
William J. Boehm
ATTORNEY FOR Plaintiff

William Carter,	*	IN THE CIRCUIT COURT FOR
Plaintiff	*	ANNE ARUNDEL COUNTY
vs		
Robert Pollard, et ux,	*	No. 9500 Equity
Defendants	*	

***

PETITION TO STRIKE OUT DECREE PRO CONFESSO

To the Honorable, the Judges of said Court:

The Petition of Robert Pollard and Thelma Pollard, his wife, by Noah A. Hillman, their Solicitor, respectfully shows:

1. That they were served with process in this case and a copy of the Order dated August 10, 1948, on the 14th day of August, 1948.

2. That under the General Rules of Practice and Procedure, your Petitioners have 15 days after the return day named in the subpoena to make their defense, which return day is the first Monday of September, 1948.

3. That your Petitioners construed the aforesaid Order of August 10, 1948 to mean that they should show cause by August 31, 1948 only on the matter of being temporarily enjoined from conveying, etc. the property mentioned in this proceeding. Inasmuch as this is not a cause seeking a permanent injunction but one only to restrain your petitioners from conveying the property during the pendency of this suit, and your petitioners desire to answer the allegations of the Bill of Complaint and believe that they have that right, it was erroneous to enter said decree pro confesso.

WHEREFORE, your Petitioners pray the Court to strike out the decree pro confesso and permit the filing of an Answer.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitoners

I hereby assent to the passing of said Order.

William J. Boehm
Solicitor for Plaintiff

ORDER OF COURT

ORDERED, this 20th day of September, 1948, by the Circuit Court for Anne Arundel County, in Equity, that the decree pro confesso entered in this cause be and the same is hereby stricken out.

Marvin Anderson
Judge

LIBER 88 PAGE 196

William Carter,	*	In the
Plaintiff	*	Circuit Court
vs.	*	for
Robert Pollard and Thelma Pollard, his wife,	*	Anne Arundel County
Defendants	*	No. 9500 Equity
	*	

****

ANSWER OF DEFENDANTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Robert Pollard and Thelma Pollard, his wife, to the Bill of Complaint in this cause, by Noah A. Hillman, their Solicitor, respectfully shows:

1. They deny so much of the allegations of Paragraph One which alleges Plaintiff is the owner of the land therein described; they admit all other allegations therein contained and they show that Defendant, Thelma Pollard, is the person ~~William Carter~~ Robert Pollard married after the death of Julia Carter.

2. The Defendant, Thelma Pollard, does not know except by hearsay the facts alleged in Paragraph Number Two and can neither admit nor deny them; but the Defendant, Robert Pollard, in answer thereto, shows:

a. That he does not know the exact age of Plaintiff and can neither admit nor deny the allegation thereof.

b. That he believes the Plaintiff's allegation of indebtedness in 1940 to be correct and Plaintiff was, as alleged, in financial difficulty.

c. That he denies the allegation that Plaintiff requested him and his wife (Gladys) to " lend " him money to fulfill his obligations under the mortgage. On the contrary, he alleges that Plaintiff told him and his wife to take over the mortgage indebtedness and this Defendant did.

SERVICE OF COPY ADMITTED

September 20 1948.

Wm. J. Boch

ATTORNEY FOR Plaintiff

NOAH A. HILLMAN,
ATTORNEY AT LAW
ANNAPOLIS, MD.

3. The Defendant, Thelma Pollard, does not know anything concerning the allegations of Paragraph Number Three, except through hearsay, but Robert Pollard shows:

a. He admits that Gladys Pollard was the niece of Plaintiff.

b. He neither admits nor denies that Plaintiff had confidence and " great trust " in him but he admits that Plaintiff did have great trust and confidence in his niece, the said Gladys Pollard.

4. The Defendant, Thelma Pollard, not being acquainted with the facts alleged in Paragraph Number Four can neither admit nor deny them. Robert Pollard, in answer thereto, says:

a. He emphatically denies the allegations alleging a proposal by him and his wife to Plaintiff - on the contrary, this Defendant shows that the Plaintiff was old, in financial straits and apparently desired to provide a home for himself for the balance of his life; that he, the Plaintiff, because of his trust and confidence in his niece proposed to this Defendant and his niece that if they would assume the mortgage debt he would convey the property to them.

b. He further shows, in answer thereto, that the Plaintiff arranged with his niece and this Defendant for him to occupy the property during his lifetime and, though he has made himself disagreeable in many ways, both Defendants recognize the right of Plaintiff to reside in the property.

5. That your Respondent, Robert Pollard, (Thelma Pollard not answering for reasons already shown) answering Paragraph Number Five, says:

a. That if Plaintiff did repose full faith and confidence in this Defendant and his wife (Gladys) neither he nor his wife did anything knowingly to change or destroy it.

b. That he admits execution of the deed by Plaintiff to this Defendant and his wife - as tenants by the entireties - and he further shows that Plaintiff arranged (not this Defendant) for preparation of the deed by Plaintiff's attorney.

c. That Plaintiff's wife, Doris Carter, (who had left the Plaintiff) united in the deed, as alleged, upon payment of a sum of money which this Defendant had to pay.

6. That they admit the allegations of Paragraph Number Six.

7. That your Respondent, Robert Pollard, answering Paragraph Number Seven, shows:

a. He admits repairs and improvements were made to the property, after execution of the deed aforesaid, but he denies that Plaintiff paid for them " in part ".

b. Further answering, this Respondent shows that whatever repairs and improvements were made during the period shown were made by his labor, or the labor of others who were paid by him; that said improvements and repairs (and the mortgage debt) will approximate $ 3,000.00 not including the labor of this Respondent.

c. He denies that any agreement was made that " eventually " or at any time an accounting would be made between him and the Plaintiff; and he denies that there was any agreement of reconveyance to Plaintiff whereupon he would be repaid the money that Plaintiff alleges was " advanced ". On the contrary, this Respondent shows that the property was conveyed to him and his wife for a valuable consideration and, holding as tenants by the entireties, the title became vested in him absolutely upon her death.

8. That your Respondent, Robert Pollard, answering Paragraph Number Eight, shows:

15

a. That he denies the making of an agreement to reconvey the property and, since the Plaintiff at the time he made the deed knew the property was not to be reconveyed, it is impossible for him to " conclude " that the property was to be returned.

b. That he admits being asked in 1948, as alleged, to reconvey the property and he admits telling Plaintiff that he had no intention to reconvey.

c. Further answering, this Respondent shows that he moved into the dwelling, occupied also by Plaintiff, in the year 1944 and prior thereto the Plaintiff had exclusive possession thereof.

9. That this Respondent, Robert Pollard, denies that the Plaintiff, as alleged in Paragraph Number Nine, believes the deed to be in reality a mortgage - and he denies that any accounting is necessary or proper between the parties. Further answering, he shows that during the past eight years he has not only made the repairs, paid the taxes, etc. but he has made substantial improvements to the property which he, and the Plaintiff, knew belonged to this Respondent and his wife - subject to the lifetime residence of the Plaintiff.

10. That these Respondents have no intention of selling, conveying, mortgaging or otherwise alienating or encumbering the property pending final decree in the premises. Hence, the suggestion in Paragraph Number Ten that they be prohibited from doing so is not objectionable.

11. Answering generally, these Respondents show that the Plaintiff has resided in the property during the past eight years without the payment of as much as a penny for upkeep; that due partly to his age he has become moody, quarrelsome and difficult to please; that the arrangement made eight years ago, as herein shown, ought to stand as a fair and reasonable one, made by the Plaintiff for his benefit to keep from having his home sold as well as to provide shelter for his old age.

16

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

AND, as in duty bound, etc.

Noah A. Gilliman
Solicitor for Defendants

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

WILLIAM CARTER, :

PLAINTIFF. :

VS. : NO. 9500 EQUITY

ROBERT POLLARD, and THELMA POLLARD, his wife, :

DEFENDANTS. :

:::::::

13

O P I N I O N

The plaintiff asks that a certain deed made by him to the defendant, Robert Pollard, and Gladys Pollard, his former wife, dated March 13, 1940, be stricken down as having been obtained by fraud or undue influence or, in the alternative, that said deed be declared a mortgage, and that he be allowed to redeem the property therefrom upon the payment of such amount, as this court may, on a proper accounting, find to be due. The defendants, repairing to that time honored haven of lawyers, deny everything and demand full proof.

23 - 1949. Filed June

The plaintiff is a colored man now over eighty-two years of age. He and his first wife, Julia, acquired the property in question some twenty to twenty-five years ago. Said Julia died in 1934, and the plaintiff became the absolute owner thereof as the surviving tenant by the entirety. He had been working for the Consolidated Gas, Electric Light and Power Company of Baltimore, but, about this time, was retired by said Company on a pension. He married a second time. This wife was named Doris. She left him; but just when does not appear. On, or about, August 28, 1939, he mortgaged said property to Lena Michaelson to secure the payment of six hundred dollars ($600.00) that day borrowed. This mortgage seems to have been placed through the law

18

offices of David J. Markoff, Esquire, of the Baltimore City Bar. Doris joined therein. It was payable at the rate of seventeen and 50/100ths dollars ($17.50) a month, of which ten dollars ($10.00) was to be applied on account of the principal, three dollars ($3.00) for interest, and four and 50/100ths dollars ($4.50) for "expenses".

The plaintiff, soon after the execution of this mortgage, got the idea that he would not be able to keep up the payments. He had nothing but his small pension, and what money he could earn by doing small jobs around the neighborhood in which he lived. The defendant, Robert Pollard, was, then, the husband of the plaintiff's niece, Gladys. He asked them to help him out. They agreed. The said Robert Pollard, then, went to Mr. Markoff and had him prepare a deed which, when executed, would convey the property to him and said Gladys as tenants by the entireties. Mr. Markoff prepared the deed and delivered it to the said Robert Pollard to have it executed. The said Robert Pollard located Doris, the plaintiff's wife, and had both of them execute it on March 13, 1940. The grantees signed and acknowledged it three days later. It was recorded June 28, 1940. The said Robert Pollard and Gladys, his wife, then, began making the installment payments, and this continued until the mortgage was paid off on, or about, January 17, 1944. The plaintiff continued living in the property and says he furnished eight dollars ($8.00) of each installment paid. When the deed was executed, the said Robert Pollard and Gladys, his wife, were living in Baltimore; but they, subsequently, moved to the plaintiff's house and lived there with him. He, however, furnished and prepared all his own food, and paid most, if not all, the electric light bills. This arrangement was, apparently, not very satisfactory; but, notwithstanding that, the said Robert Pollard began having

19

the house renovated and improved. Gladys died in 1946. Robert, thereupon, intermarried with the defendant, Thelma, and took her to the plaintiff's house to live. Time passed on; but the relations between the parties did not improve. The plaintiff demanded a reconveyance of his property. The defendants refused. Finally, on August 9, 1948, this suit was brought.

A lot has been said by counsel on both sides about the doctrine of confidential relations, and the defendants admit, in their answer, that the plaintiff did place great trust and confidence in his niece, Gladys. A lot more has been said about the manner in which the defendant, Robert, and Gladys, his wife, obtained the old man's execution of the deed. I feel, however, that I do not have to pass on those questions. I am satisfied, from all the testimony, that the deed must be declared to be a mortgage, and the defendants required to reconvey the property to the plaintiff upon the payment of the amount found, on a proper accounting, to be due the defendant, Robert. That is the most favorable view I can, from the defendant's standpoint, take of the case.

In the spring of 1948, the defendant, Robert, rendered to the plaintiff an account of what he claimed was due him. This was in the amount of twenty-six hundred eighty-eight and 90/100ths dollars ($2688.90). The date when this account was rendered is not quite clear, but, as Robert therein refers to his intention to pay the 1948 taxes in " a few days", and, as the receipt for those taxes shows that they were paid April 28, 1948, I conclude it was rendered about that time. I, however, do not subscribe to the philosophy underlying some of the charges made in this account, and will have to revamp it. I further feel that the defendants should credit the plaintiff with the fair rental value of the property for

20

the period he has lived there, at first, with his first wife, and later with his second. I, now, take up the items in detail.

(a) The payments on account of the mortgage, the taxes, and the insurance. The pass book shows that the defendant, Robert, made forty-eight payments on account of the mortgage, and that these payments amounted to seven hundred ninety dollars ($790.00). The plaintiff, however, furnished eight dollars ($8.00) of each of these payments. This amounted to three hundred eighty-four dollars ($384.00). The defendants are, accordingly, only entitled to a credit of four hundred six dollars ($406.00) on this item. The book, also, shows that four and 50/100ths dollars ($4.50) of each payment was for "expenses". As I understand it, these payments were made to enable Mr. Markoff to accumulate a fund for the payment of taxes and insurance. If I charge the plaintiff with these payments, and, then, charge him for the taxes, I would be charging him twice. The tax receipts offered in evidence show that the taxes paid for 1941 to 1948, both inclusive, amounted to three hundred ninety-seven and 42/100ths dollars ($397.42). Now, deduct two hundred sixteen dollars ($216.00) from that, and we get one hundred eighty-one and 42/100ths dollars ($181.42). It is not clear whether the defendant, Robert, paid the twenty-seven dollars ($27.00) for insurance, or whether Mr. Markoff paid it out of the "expense" money, but, as I have already deducted the full amount of the payments for "expense" from the taxes, I must allow this twenty-seven dollars ($27.00). The defendant, Robert, is, accordingly, entitled to a credit of six hundred fourteen and 42/100ths dollars ($614.42) on these three items, as follows:

Payments on mortgage,.....	$406.00
Taxes,.....	181.42
Insurance,.....	27.00
Total,.....	$614.42

21

(b). The improvements. The cost of the furnace plus the interest on the unpaid balances seems to have amounted to two hundred eighty-four and 07/100ths dollars ($284.07). I will allow that. The covering of the outside walls of the house with shingles seems to have cost four hundred eighty-four and 61/100ths dollars ($484.61). I will allow that. The garage seems to have cost one hundred twenty-seven and 80/100ths dollars ($127.80). I will allow that. The new roof plus interest on the unpaid balances seems to have cost four hundred twenty-five and 43/100ths dollars ($425.43). The defendant, however, has not finished paying for this. I will include the whole in my calculations, but the defendant will have to pay the balance remaining due out of what I allow him. The bill for the gutters seems to have been in the amount of forty-seven and 82/100ths dollars ($47.82). I will allow that. The defendant testified that the fence cost fifty dollars ($50.00), and the painting twenty dollars ($20.00). He, however, when he rendered his statement to the plaintiff, said that these amounts were not accurate, and that he was eliminating them therefrom. The amounts cannot be very far out; and I will allow them. The items for improvements allowed, supra, amount to fourteen hundred thirty-nine and 73/100ths dollars ($1439.73) as follows:

Furnace,	$ 284.07
Outside Shingles,	484.61
Garage,	127.80
Roof,	425.43
Gutters,	47.82
Fence,	50.00
Painting,	20.00
Total,	$1439.73

In making these allowances, I have, I feel, been very liberal to the defendants. Practically all those improvements were made on the installment plan, and a man does not have to be very wise to be able to say that that is a

ZZ

rather expensive way to improve property. Then, some of these improvements were probably not necessary. For instance, I think I might take judicial notice of the fact that this old man had no use for a garage. These improvements, however, were begun as far back as 1944, and, if the plaintiff did not want them made, he should have taken action before he did. He did not have the right to sit still, and, then, after the improvements were made, demand his property back without paying for them.

(c) Miscellaneous expenditures. The defendant paid Doris, the plaintiff's present wife, twenty-five dollars ($25.00) to sign the deed; and Mr. Markoff twenty-two dollars ($22.00) for his services and expenses pertaining thereto. I think these items should be allowed.

(d) The rent for which the defendant should be charged. This gives me some concern. The parties left the case in my hands without any proof as to the rental value of the property, or, for that matter, any value. Pollard was paying twenty-four dollars ($24.00) a month for three rooms in Baltimore at the time he moved to the plaintiff's property. I do not see that that has any bearing on the rental value of the plaintiff's property, although it does show that Pollard saved that much. The plaintiff's house has six rooms with a central heating plant and bath. He occupied one room, cooked in the kitchen, and I suppose used the bathroom. The defendant should, accordingly, not be charged with the full rental value of the property. According to the tax bills, the property is assessed for twenty-one hundred dollars ($2100.00). Experience tells me that it is probably worth more than twice that. The improvements which I have allowed for cost over fourteen hundred dollars ($1400.00). These improvements probably did not exceed one-third the value of the property. I, accord-

ingly, concluded that this property should rent for better than forty dollars ($40.00) a month. The plaintiff said the defendant moved in in 1942, but that he was not sure. The defendant said it was in 1944, but he didn't seem to be too sure. In any event, he must have been there for at least five years. I think he should allow the plaintiff credit at the rate of thirty dollars ($30.00) a month for these five years. That would amount to eighteen hundred dollars ($1800.00). The plaintiff would, accordingly, owe him three hundred one and 15/100ths dollars ($301.15). I realize that I have pulled most of my conclusion on this question out of "thin air"; but I believe I am nearly right. If either of the parties, however, wish to take further testimony on this point, I will permit them to do so, provided they ask leave within fifteen days. I will withhold my decree for that period. If neither party, within that time, asks to take further testimony, I will conclude that they are both satisfied with my conclusion; and file my decree.

22 June 1949

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

WILLIAM CARTER,	:	
PLAINTIFF.	:	
VS.	:	NO. 9500 EQUITY
ROBERT POLLARD, and THELMA POLLARD, his wife,	:	
DEFENDANTS.	:	

::::::::

D E C R E E

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

It is, thereupon, this fourteenth day of July, 1949, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the deed from the plaintiff, William Carter, and Doris Carter, his wife, to the defendant, Robert Pollard, and Gladys Pollard, his late wife, dated March 13, 1940, and recorded among the Land Records of said Anne Arundel County, on June 28, 1940, in Liber J.H.H., No. 220 , folio 160 , etc., be, and the same is hereby, declared to be a mortgage, and that the amount due thereon is three hundred one and 15/100ths dollars ($301.15), with interest thereon from this date, subject to the payment by the said Robert Pollard of the balance due by him on the indebtedness of four hundred twenty-five and 43/100ths dollars ($425.43), incurred by him for putting a new roof on the house standing on the property described in said deed.

And it is further ADJUDGED, ORDERED and DECREED that the plaintiff shall pay said three hundred one and 15/100ths dollars ($301.15), with interest as aforesaid, as follows, that is to say: He shall first pay to the Commercial

Filed July 14 - 1949.

25

Credit Corporation , the holder of the notes given by the said Robert Pollard for said indebtedness of four hundred twenty-five and 43/100ths dollars ($425.43) incurred by him as aforesaid, the balance due on said notes; he shall, then, pay the costs of this suit; and the balance remaining of said three hundred one and 15/100ths dollars ($301.15) shall, then, be paid to the said Robert Pollard, or into the registry of this court for his use; and, upon the payment of said three hundred one and 15/100ths dollars ($301.15), with interest as aforesaid, as heretofore provided for, the property described in said deed shall be held to be redeemed, and the defendants shall convey the same to the plaintiff free and clear of all liens, and, upon their failure to do so, within ten days after the payment of said money, then William J. Boehm . . . . . , Esquire, be, and he is hereby, appointed trustee, without bond, to make such conveyance, and directed so to do.

And it is further ADJUDGED, ORDERED and DECREED that unless the plaintiff pays said sum of three hundred one and 15/100ths dollars ($301.15), with interest as aforesaid, as heretofore provided for, within sixty days from the date of this decree, the property described in said deed be sold; that William J. Boehm and Noah A. Hillman , Esquires, be, and they are hereby, appointed trustees to make said sale, and the course and manner of their proceedings shall be as follows: They shall first file with the clerk of this court a bond to the State of Maryland, executed by themselves, and a corporate surety, to be approved by this court, or the clerk thereof, in the penalty of five thousand dollars ($5,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future order or decree in the premises; they

16

shall then proceed to make said sale, having given notice by advertisement inserted for three successive weeks in such weekly newspaper, or newspapers, published in said Anne Arundel County, as they shall think proper, of the time, place, manner and terms of sale, which terms shall be cash upon the ratification of said sale by this court; and, as soon as may be convenient after such sale, or sales, the said trustees shall return to this court a full and particular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the court's ratification of the sale, and on the payment of the whole purchase money (and not before), said trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser, or purchasers, his, her or their heirs, the property and estate to him, her or them, sold, free, clear and discharged of all claims of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, or any of them; and the said trustees shall bring into this court the money arising from said sale to be distributed under the direction of this court, after deducting the costs of this suit and such commissions to the said trustees as this court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

James C. Clark
Judge.

27

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ELMO J. GRIFFIN AND VIRGINIA T. GRIFFIN, his wife	:	(In Equity) No. 10,978

Mr. Clerk:

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

1. Original Mortgage from the said Elmo J. Griffin and Virginia T. Griffin, his wife to Washington Irving Trust Company, dated June 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 441, which Mortgage was long assigned to The County Trust Company, the present holder, by Assignment dated July 30th, 1947 and recorded among the aforesaid Land Records in Liber J.H.H. No. 720 folio 392.

Walter S. Calwell
Walter S. Calwell
Attorney Named in Mortgage

John E. Starr
John E. Starr - Solicitor for Plaintiff

Filed 12 Apr., 1954

LIBER 88 PAGE 215

FHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

MORTGAGE

THIS MORTGAGE, Made this 13th day of June, A. D. 1947, by and between ELMO J. GRIFFIN and VIRGINIA T. GRIFFIN, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of New York, hereinafter called the Mortgagee.

[illegible]

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

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money being part of the purchase money for the property hereinafter described in the principal sum of SIX THOUSAND Dollars ($ 6,000.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of WASHINGTON IRVING TRUST COMPANY, in Tarrytown, Westchester County, New York ~~Maryland~~, or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE and 68/100 Dollars ($ 31.68), commencing on the first day of August, 1947, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 1972. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar ($1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey and assign unto the Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in Anne Arundel County, in the State of Maryland aforesaid, and described as follows, that is to say: 16—20020-1

BEING known and designated as Lot No. 65 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10. The improvements whereon are known as 5013 Brookwood Road, (formerly 251 Brookwood Road.)

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

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, kitchen cabinets (2), kitchen ranges (2), light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A.
Filed 12 Apr., 1954.

2

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.CO) Dollars, payable half-yearly on the 15th. days of June and December.

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

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

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

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

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

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

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

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

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

3

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

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

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

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

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

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

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

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

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

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

Witness:

Elmo J. Griffin [SEAL]
ELMO J. GRIFFIN

Virginia T. Griffin [SEAL]
VIRGINIA T. GRIFFIN

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 19th day of June, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore County aforesaid, personally appeared ELMO J. GRIFFIN AND VIRGINIA T. GRIFFIN, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

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

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

Notary Public.

FORM APPROVED.....
READY FOR RECORD.....

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE

ELMO J. GRIFFIN AND VIRGINIA T. GRIFFIN, his wife TO WASHINGTON IRVING TRUST COMPANY

Received for Record June 26 1947 at 11 o'clock A. M. Same day recorded in Liber No. 88 Folio 441 etc., one of the Mortgage Records of Anne Arundel County and examined per [illegible] Clerk.

Cost of Records, $ 3.00

No. _____
Insured under Section 603 of The National Housing Act and Regulations of the Federal Housing Commissioner for War Housing Insurance
Dated March 21, 1941
as amended _____
FEDERAL HOUSING COMMISSIONER
By _____ (Authorized agent)
Date _____

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

U. S. GOVERNMENT PRINTING OFFICE 16—20220-1

No. 10,978

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of May, 1954, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, and made oath in due form of Law that the Defendants Elmo J. Griffin and Virginia T. Griffin, his wife, against whom foreclosure proceedings were instituted, are not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, and that the Affiant's source of information was the family of the Defendants.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

Filed 12 May, 1954

LIBER 88 PAGE 220

10978

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
ELMO J. GRIFFIN AND VIRGINIA T. GRIFFIN, his wife	:	(In Equity) No. 10,978

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of The County Trust Company under Mortgage from said Elmo J. Griffin and Virginia T. Griffin, his wife to Washington Irving Trust Company, dated June 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 441

Amount of Loan		$6,000.00
Less – amount paid on principal		963.58
		5,036.42
Plus unpaid interest to 5/12/1954		157.25
		5,193.67
Less - credit in expense account		51.45
		5,142.22

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 12th day of May, 1954, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Joseph J. Callahan, Agent for The County Trust Company, holder of the ,ortgage in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the Mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC CITY BALTIMORE

Clara M. Link

Clara M. Link - Notary Public

Filed 12 May, 1954

ATTORNEY NAMED IN MORTG/
~~Mortgage and Attorney's Bond~~

LIBER 88 PAGE 221

10

1-369

149945

No. 10,978 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 Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, - as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND AND 00/100 ($6,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 12th - day of May - - - - - - - - in the year nineteen hundred and fifty-four.

Whereas, the above bounden Walter S. Calwell - Attorney Named in Mortgage

by virtue of the power contained in a Mortgage from Elmo J. Griffin and Virginia T. Griffin, his wife, to the Washington Irving Trust Company, bearing date the 19th day of June nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 297, Folio 441, and

WHEREAS, the said Walter S. Calwell - Attorney Named in Mortgage

(5013 Brookwood Road - A.A. Co. Md)

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell - Attorney Named in Mortgage 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

Eleanor L. Owings
Attest:
Witness as to Surety.
M. S. Kraus
M. S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
NEW AMSTERDAM CASUALTY COMPANY (Seal)
NEW AMSTERDAM CASUALTY COMPANY
By R. H. Nichols Attorney-in-Fact

Approved this 12 May, 1954
John H. Hopkins, 3rd, Clerk

Filed 12 May, 1954

8

LIBER 88 PAGE 222

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed $250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

NEW AMSTERDAM CASUALTY COMPANY INCORPORATED 1898

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
Assistant Secretary

G. LEE BURGESS
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, ... May 12th ....., 19..54

NEW AMSTERDAM CASUALTY COMPANY

..... *Assistant Secretary*

9 Form 1-517 Md. 2m-1-53

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland.

ATTORNEY'S SALE
OF VALUABLE
LEASEHOLD PROPERTY

No. 5013 (formerly 251) Brookwood Road, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Elmo J. Griffin and Virginia T. Griffin, his wife of Washington Irving Trust Company, dated June 10th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 297 folio 441 (default having occurred thereunder) the undersigned, Attorney Named in Mortgage, will sell at Public Auction at the Court House Door, in Annapolis, on

WEDNESDAY, MAY 12TH, 1954
AT 3 P. M.

all that leasehold lot of ground and improvements situate and lying near Brooklyn, Anne Arundel and described as follows:-

Being known and designated as Lot No. 65 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10, known as No. 5013 (formerly 251) Brookwood Road.

Subject to the payment of an annual ground rent of $78.00.

The improvements whereon consist of a 2 story brick, row 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of settlement.

WALTER S. CALWELL,
Attorney Named in Mortgage.
SAM W. PATTISON & CO.,
Auctioneers.
a-29

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT

VS. : FOR

ELMO J. GRIFFIN AND VIRGINIA T. GRIFFIN, his wife : ANNE ARUNDEL COUNTY

(In Equity)
No. 10,978

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 19th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 441 from said Elmo J. Griffin and Virginia T. Griffin, his wife to Washington Irving Trust Company ~~for the Baltimore Federal Savings and Loan Association~~, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by "Maryland Gazette" - "Evening Capital" advertisement inserted in ~~the~~ a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 12th day of May, 1954 at Three P.M. (E.D.T.) attend at the Court House Door in Annapolis ~~aforesaid on the premises~~ and then and there sold the leasehold property situate, lying and being in Anne Arundel County known as Lot No. 65 as laid down and shown on the Plat of Brookwood, duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10, known as No. 5013 Brookwood Road; and being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of ~~Three~~ Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 18 May, 1954.

10

The said leasehold property was sold to The County Trust Company at and for the sum of Fifty-three Hundred ($5300.00) Dollars, subject to the payment of an annual ground rent of Seventy-eight ($78.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell

Walter S. Calwell - Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of May, 1954 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Clara M. Link

Clara M. Link - Notary Public

LIBER 88 PAGE 225

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Elmo J. Griffin And
Virginia T. Griffin, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,978 Equity

Ordered, this 18 day of May, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Watler S. Calwell, Attorney Named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of June next.

The report states that the amount of sales to be $ 5,300.00.

John H. Hicks, Jr., Clerk.

True Copy.

TEST: ..... Clerk.

Filed 18 May, 1954.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Elmo J. Griffin And
Virginia T. Griffin, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 23rd day of June, 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

Filed 23 June, 1954.

LIBER 88 PAGE 226

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. 10,978 Equity
Walter S. Calwell, Attorney Named in Mortgage

vs.

Elmo J. Griffin and Virginia T. Griffin, his wife

Ordered, this 18th day of May, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the

21ST DAY OF JUNE

next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sale to be $5,300.00.

JOHN H. HOPKINS, 3rd, Clerk.

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

ju-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 21, 1954

We hereby certify, that the annexed

Order Nisi

Sale - Eq. 10,978.

Elmo J. Griffin

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 21st day of June, 1954. The first insertion being made the 20th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

No. E. C. 885

13

Filed 23 June, 1954

LIBER 88 PAGE 227 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 22, 1954

We hereby certify, that the annexed

Order Nisi

Eq - 10,978

Elmo J. Griffin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of June, 1954. The first insertion being made the 27th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Asst. Treas.

No. M. G. 885

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,078 Equity

Walter S. Calwell, Attorney Named in Mortgage

vs.

Elmo J. Griffin and Virginia T. Griffin, his wife

Ordered, this 18th day of May, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the

21ST DAY OF JUNE

next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sale to be $5,300.00.

JOHN H. HOPKINS, 3rd, Clerk.

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

ju-10

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Elmo J. Griffin
and
Virginia T. Griffin, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,978 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.

July 24, 1954

All of which is respectfully submitted.

Auditor.

Filed 27 July, 1954.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Elmo J. Griffin and Virginia T. Griffin, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for commissions, viz:	189	00	239	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	25		
Auditor - stating this account	13	50	42	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	27	18		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	24	00		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Clara M. Link - notary fees	1	25	97	48
To The County Trust Company, assignee of the mortgage filed in these proceedings- this balance on account mortgage claim	4,990	12	4,990	12
			5,369	35
Amount of mortgage claim filed	5,142	22		
Cr. Amount allowed above	4,990	12		
Balance subject to decree in personam	152	10		

with Walter S. Calwell, Attorney named in Mortgage Cr.

1954						
May	12	Proceeds of Sale	5,300	00	5,300	00
		Refund 1954 State and County taxes- 7 months 18 days	62	19		
		Refund ground rent ($78.00) paid to 6/15/54 - 1 month three days	7	16	69	35
					5,369	35

LIBER 88 PAGE 231

ORDER NISI

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Elmo J. Griffin
and
Virginia T. Griffin, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,978 Equity.

ORDERED, This 27 day of July, 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 30 day of August, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30 day of August next.

Filed 27 July, 1954. John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of August, 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 31 Aug., 1954.

LIBER 88 PAGE 232 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. 10,078 Equity

WALTER S. CALWELL, Attorney named in Mortgage
Vs.
ELMO J. GRIFFIN and VIRGINIA T. GRIFFIN, his wife.

Ordered, this 27th day of July, 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 30th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

8-12

No. M. G. 1616

17

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 27, 1954

We hereby certify, that the annexed

Order Nisi. Eq-10,978
Auditor Account.

Elmo J. Griffin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of August, 1954 The first insertion being made the 29th day of July, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 28 Aug 1954.

LIBER 88 PAGE 233

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Glenn R. Vliet and Dorine	*	ANNE ARUNDEL COUNTY
L. Vliet, his wife	*	Equity No. 10,869

* * * * * * * * * *

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.

1

Filed 18 Nov, 1953.

 No. 10,865 Equity

No Stamps Required

THIS MORTGAGE, Made this 10th day of September - , in the year one thousand nine hundred and fifty-one , between GLENN R. VLIET and DORINE L. VLIET, 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 Six Thousand ($6000.00) - 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 Sixty-six Dollars and Sixty-two Cents ($66.62) - - 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 lotsof ground situate and lying in the Third Election District, Anne Arundel County, Maryland - - - - - - - - - - - - - - , and described as follows:

BEGINNING for the first thereof on the Northwest side of Burgess Road Forty (40) feet wide as laid out on the plat of Bayside Beach known as Plat No. 5, Section P, Bayside Beach and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 202, Folio 174, at the distance of Three Hundred Sixty-five (365) feet Southwesterly from the West corner of Burgess Road and Lake Drive; thence South Fourteen (14) degrees Thirty (30) minutes West binding on the Northwest side of Burgess Road Fifty (50) feet; thence North Seventy-five (75) degrees Thirty (30) minutes West Two Hundred Seventy-one (271) feet to the water of Hancock's Pond; thence Northeasterly binding thereon Fifty-four and Three tenths (54.3) feet to intersect a line drawn North Seventy-five (75) degrees Thirty (30) minutes West from the place of beginning; thence reversing said line and binding thereon South Seventy-five (75) degrees Thirty (30) minutes East Two Hundred Fifty (250) feet to the place of beginning. Being and comprising Lot No. Ten (10) on Plat No. 5 Section P, of Bayside Beach recorded as aforesaid.

BEGINNING for the second on the Northwest side of Burgess Road Forty (40) feet wide at the distance of Four Hundred Fifteen (415) feet Southwesterly from the Southwest corner of Lake Drive and Burgess Road and running thence South Fourteen (14) degrees Thirty (30) minutes West binding on Burgess Road Fifty (50) feet; thence North Seventy-five (75) degrees Thirty (30) minutes West Two Hundred Ninety-seven (297) feet to the waters of Hancock's Pond; thence Northeasterly binding on the waters of said Pond Fifty-five and Eighty One Hundredths (55.80) feet to intersect a line drawn from the place of beginning,

ZGER & MEZGER
ATTORNEYS AND
UNSELLORS AT LAW
LTIMORE 1, MD.

Filed 18th Nov, 1953

North Seventy-five (75) degrees Thirty (30) minutes West and thence South Seventy-five (75) degrees Thirty (30) minutes East binding on said line so drawn Two Hundred Seventy-one (271) feet to the place of beginning. Being and intended to be Lot No. Eleven (11) in Section P, of the revised plat of Bayside Beach, dated March 9th, 1938.

BEGINNING for the third thereof on the Northwest side of Burgess Road Forty (40) feet wide as laid out on the Plat No. 5 of Bayside Beach Section P, at the distance of Four Hundred Sixty-five (465) feet Southwesterly from the West corner of Burgess Road and Lake Drive and running thence South Fourteen (14) degrees Thirty (30) minutes West binding on Burgess Drive Fifty (50) feet; thence North Seventy-five (75) degrees Thirty (30) minutes West Three Hundred Sixteen (316) feet to the water of Hancock's Pond; thence Northeasterly binding thereon Fifty-four (54) feet to intersect a line drawn North Seventy-five (75) degrees Thirty (30) minutes West from the place of beginning and thence reversing said line and binding thereon Seventy-five (75) degrees Thirty (30) minutes East Two Hundred Ninety-seven (297) feet to the place of beginning. Being and comprising ~~KKKKK~~ Lot No. Twelve (12) on the Plat No. 5 Section P, Bayside Beach, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 202, Folio 173.

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 Olga Chevaux, Widow, to the said Mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to the restrictions of record.

PROVIDED, however, if the said mortgagors, their heirs, personal 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

MEZGER & MEZGER
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 Seven ($7.00) 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 successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

MEZGER & MEZGER
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.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Janet C. Maisel

Glenn R. Vliet (SEAL)

Glenn R. Vliet

Dorine L. Vliet (SEAL)

Dorine L. Vliet

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of September, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Glenn R. Vliet and Dorine L. Vliet, 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.

Janet C. Maisel

Janet C. Maisel Notary Public

My Commission Expires May 4th, 1953.

Recorded: September 14, 1951 at 10.55 A.M.

BOOK 643 PAGE 367

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 88 PAGE 239

3

2814

MORTGAGE

From:

Glenn R. Vliet and Dorine L. Vliet, his wife

To:

Arundel Federal Savings and Loan Association of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 14 Day of Feb. 1951, at 10 55 A.M. and the same day recorded in Liber J.H.H. No. 643 Fol. 363, Land Records of Anne Arundel County.

John F. Appleman Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED

P.A. 507

LIBER 88 PAGE 240

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Glenn R. Vliet and Dorine L. Vliet, his wife.	*	Equity No. 10,865

* * * * * * * * * * *

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Irving H. Mezger, Attorney named in Mortgage, Plaintiff in the above entitled case, respectfully shows:

FIRST: That your Petitioner has filed in these proceedings the mortgage from Glenn R. Vliet and Dorine L. Vliet, his wife, with the Arundel Federal Savings and Loan Association of Baltimore City and desires to advertise the property for sale under the terms of the mortgage.

SECOND: That one of the defendants, (mortgagor) Glenn R. Vliet, is in the service of the United States Coast Guard with a Petty Officer's rating, and in view of which, your Petitioner cannot file an affidavit that the said defendant is not in the Armed forces of the United States in accordance with the Soldiers and Sailors Relief Act and the rules of this Honorable Court.

THIRD: That at the time the mortgage was executed, September 10th, 1951, the said Glenn R. Vliet was in the service of the United States Coast Guard in the same capacity and his rating has not been reduced since that time.

FOURTH: That since the third day of June, 1953, at which time the said mortgagors were six months delinquent on their account with the said Arundel Federal Savings and Loan Association of Baltimore City, they were advised of such delinquency and on various occasions have been advised since that date with no payments having been made in the meantime, so that at the present time, they are approximately fifteen months in arrears.

FIFTH: That on November 17th, 1953, the said Glenn R. Vliet and Dorine L. Vliet, his wife, were advised by registered mail at their address, 1073 Walnut Boulevard, Ashtabula, Ohio, that foreclosure proceedings were being instituted, and the receipt for such registered letter

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 9 Apr., 1954

indicates that said letter was delivered to them on November 20th, 1953.

SIXTH: That from the time of the filing of the suit until March 22nd, 1954, no word was received from the said mortgagors, and on that date, a letter was forwarded to your Petitioner stating that they were renting the property and that the rent would be paid to the mortgagee, but that up to the present time, this has not been done.

WHEREFORE, your Petitioner prays that authority of this Court may be granted to afford him to proceed with the advertising and the sale of the property according to the terms of the mortgage, particularly in view of the fact that there has been no change in the status of the said mortgagor, Glenn R. Vliet, as to being in the Armed forces of the United States since the time of the execution of the mortgage.

AND as in duty bound, etc.

Irving H. Mezger

Irving H. Mezger, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 7th day of April in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts as set forth in the aforegoing Petition are true and correct to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Joan L. Krager

Joan L. Krager Notary Public

My Commission Expires May 2nd, 1955.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

9

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Glenn R. Vliet and Dorine L.	*	ANNE ARUNDEL COUNTY
Vliet, his wife.	*	Equity No. 10,865

* * * * * * * * * * *

EXHIBITS

EXHIBIT A

Letter dated November 17th, 1953 to Mr. and Mrs. Vliet, 1073 Walnut Boulevard, Ashtabula, Ohio.

EXHIBIT B

Return receipt dated 11/20/53, being the registry receipt for Exhibit A.

EXHIBIT C

Letter from Glenn R. Vliet dated 22 March, 1954, being the first letter received in reply to Exhibit A, and no payments have been received to this date, April 15th, 1954.

Respectfully submitted,

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

EZGER & MEZGER
ATTORNEYS AND
UNSELLORS AT LAW
BALTIMORE 1, MD.

10

Filed 23 Apr., 1954.

Ashtabula LB Station
Ashtabula,Ohio
22 March 1954

Mezger & Mezger.
Baltimore,Md.

Dear Sirs:

I am writing to let you know that I have a party renting property at Burgess Road,Bayside Beach,Pasadena,Md and that all rentals will be be paid to Arundel Federal Savings & Loan Association. The rental does not equal amount due each month but I will make up difference to them and send it monthly.

I know that this will not compensate for all back payments but I expect to sell to this party if they are satisfied and want the place; and pay off Arundel debt and the second mortgage.

This property was bought in good faith and I know that I did not keep up my agreement but the last two years have been very bad for us as we pay rent here and could not keep up payments on property.

I know that there will be lots of correspondence about property but hope that this will be agreeable with you as the main party.

Hoping tohhear from you

I remain

Yours truly

Glenn R.Vliet.

Exhibit 13.
Filed 23 Apr., 1954

LIBER 88 PAGE 244

Form 3811
Rev. 1-52

RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.

1 _____
(Signature or name of addressee)

2 _____
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery NOV 20, 1953

U. S. GOVERNMENT PRINTING OFFICE 16—12421-3

Post Office Department
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300
(GPO)

POSTMARK OF DELIVERING OFFICE

ASHTABULA HARBOR STA. O
NOV 20 5 30PM 1953

Return to (NAME OF SENDER) MEZGER AND MEZGER
Street and Number, or Post Office Box, ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4th FLOOR),
PARK AVENUE AND SARATOGA STREET

REGISTERED ARTICLE
No. C 33472 *Post Office* BALTIMORE 1, MD.
INSURED PARCEL

No. _____ 16—12421 *State* _____

November 17th, 1953

Mr. and Mrs. Glenn R. Vliet
1073 Walnut Boulevard
Ashtabula, Ohio

Dear Mr. and Mrs. Vliet:

Please be advised that we have this date instituted foreclosure proceedings under the mortgage held on your property by the Arundel Federal Savings and Loan Association of Baltimore City.

Very truly yours,

H. Allen Mezger

HAM:jk
51-370
Registered Mail
Return Receipt Requested

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Glenn R. Vliet and Dorine L. Vliet, his wife.	*	ANNE ARUNDEL COUNTY
	*	Equity No. 10,865

* * * * * * * * * * *

ORDER OF COURT

Upon the aforegoing Petition, Affidavit and Exhibits, it is this 23d day of April, 1954 Ordered by the Circuit Court for Anne Arundel County that the said Irving H. Mezger, Attorney named in the said Mortgage, be, and he is hereby authorized to proceed with the advertisement and the sale of the property described in the mortgage from Glenn R. Vliet and Dorine L. Vliet, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City dated September 10th, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 643, folio 363, in the usual manner as provided under the terms of the said mortgage.

Benjamin Michaelson
Judge

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 23 Apr., 1954.

865 85 247

STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney

named in Mortgage

vs.

Glenn R. Vliet and Dorine L. Vliet, his wife.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE~~ ANNE ARUNDEL COUNTY

Equity No. 10,865

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Glenn R. Vliet and Dorine L. Vliet, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City dated September 10th, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 643, folio 363.

Original Amount of Mortgage		$6,000.00
Less - Total amount paid on account of Principal	$239.67	
Plus - Expense Account	102.88	136.79
Net Balance		$5,863.21
Plus accrued interest to May 31st, 1954 (with interest thereafter at the rate of 6% per annum)		294.63
Total Balance Due-Account of Mortgage Indebtedness		$6,157.84

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 14th day of May in the year nineteen hundred and fifty-four, 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

Exp. 22 Mar. 1955

Jud. 14042.

LIBER 88 PAGE 248

MORTGAGEE OR ATTORNEYS' BOND

No. 10,865 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga Street, Baltimore, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Two Hundred and 00/100 - - - - - - - - - - - - - - - ($6,200.00) *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* 18th *day of* May *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Glenn R. Vliet and Dorine L., his wife

to Arundel Federal Savings & Loan Association

dated September 10, 1951 *and recorded in Liber* JHH *No.* 643 *folio* 363 *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

Irving H. Mezger [SEAL]

Betty Lou Norfolk

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell, Attorney-in-fact

ATTEST: Witness:

Dorothy W. Kammerer

Dorothy W. Kammerer

approved this 21 May, 1954.

John H. Hopkins, 3rd, Clerk.

16

Filed 21 May, 1954.

STATE OF MARYLAND, Baltimo ity, sct:

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. MICHAELSON
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 18th day of May 1951 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

17

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,865
vs.	*	
Glenn R. Vliet and Dorine L. Vliet, his wife.	*	

* * * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 28th day of May, 1954, we sold at public auction for the highest price obtainable to The Melton Realty Company - the property described as follows:

> Being all those lots situate, lying and being in the Third Election District, Anne Arundel County, Maryland and being known as Lots Nos. Ten (10), Eleven (11) and Twelve (12), Plat 5, Section P, Bayside Beach, as fully described in the mortgage from Glenn R. Vliet and Dorine L. Vliet, his wife, dated September 10th, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 643, folio 363, in fee simple,

at and for the price of $6840.00.

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 $6840.00

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by its VICE-President.

The Melton Realty Company

By: [signature] VICE-President

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

18

Filed 9 June, 1954.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,865
vs.	*	
Glenn R. Vliet and Dorine L. Vliet, his wife.	*	

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

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 Glenn R. Vliet and Dorine L. Vliet, 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, May 28th, 1954 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 Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to The Melton Realty Company at and for the sum of Sixty-eight Hundred Forty ($6,840.00) Dollars, a deposit of Seven Hundred Fifty ($750.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum 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 8th day of June, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, 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

My Commission Expires May 2nd, 1955.

Filed 9 June, 1954

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

19

LIBER 88 PAGE 252

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Glenn R. Vliet and
Dorine L. Vliet, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,865 Equity

Ordered, this 9 day of June, 19 54, 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 19 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of July next.

The report states that the amount of sales to be $ 6,840.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 9 June, 1954.

Irving H. Mezger,
Attorney named in Mortgage

versus

Glenn R. Vliet and
Dorine L. Vliet, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of July, 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

Filed 20 July, 1954.

Jud. 14042.
Additional
MORTGAGEE OR ATTORNEYS' BOND

No. 10,865 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga Street, Baltimore, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Hundred Forty and 00/100 ($640.00) *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* 10th *day of* June *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Glenn R. Vliet and Dorine L. Vliet, his wife

to Arundel Federal Savings and Loan Association

dated September 10, 1951 *and recorded in Liber* JHH *No.* 643 *folio* 363 *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 Vandervoort Rand, Attorney-in-fact

ATTEST:
Dorothy V. Kammerer

approved this 14 June, 1954.
John H. Hopkins, 3rd, Clerk.

Filed 14 June, 1954.

21

LIBER 88 PAGE 254

STATE OF MARYLAND, Baltimo ty, sct:

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 10th day of June 19 51 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

LL

LIBER 88 PAGE 255

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,865 Equity
IRVING H. MEZGER, Attorney Named in Mortgage
Vs.
GLENN R. VLIET And DORINE L. VLIET, His Wife.

Ordered, this 9th day of June, 1954, 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 19th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of July next.

The report states that the amount of sales to be $6,840.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

No. M. G. 963

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 13, 1954

We hereby certify, that the annexed

Order Nisi

Eq. 10,865

Glenn R. Vliet.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of July, 1954. The first insertion being made the 17th day of June, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel O. Tilghman

Fee 13 July 1954

In the Case of

Irving H. Mezger,
Attorney named in Mortgage

VS.

Glenn R. Vliet
and
Dorine L. Vliet, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,865 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.

July 30, 1954

All of which is respectfully submitted.

Laura K. Eichling
Auditor.

Filed 3 Aug., 1954.

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Glenn R. Vliet in ac.
and Dorine L. Vliet, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	236	96	286	96
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	24	25		
Auditor - stating this account	13	50	47	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	73	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	10	50		
Maryland Casualty Co. - bond premiums	27	36		
E. T. Newell & Co. - auctioneer's fee	70	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Jown M. Krager - notary fees	1	00	204	32
To Arundel Federal Savings & Loan Ass'n of Baltimore City, first mortgagee - in full for mortgage claim	6,157	84	6,157	84
To Samuel J. Aaron, Trustee, second mortgagee - this balance on account mortgage claim	245	35	245	35
			6,942	22
Amount of second mortgage claim filed	2,295	17		
Cr. Amount allowed above	245	35		
Balance due	2,049	82		

25

with

Irving H. Mezger, Attorney named in Mortgage

Cr.

1954						
May	28	Proceeds of Sale	6,840	00		
		Interest on deferred payment to 7/26/54	58	77	6,898	77
		Refund 1954 State and County taxes ($73.44) adjusted to 5/28/54	43	45	43	45
					6,942	22

16

LIBER 88 PAGE 259

ORDER NISI

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Glenn R. Vliet

and

Dorine L. Vliet, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,865 Equity.

ORDERED, This 3 day of August, 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 13 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of September next.

Filed 3 Aug., 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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.

Benjamin Henderson
Judge.

Filed 15 Sept. 1954.

27

LIBER 88 PAGE 260 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. 10,865 Equity

IRVING H. MEZGER, Attorney named in Mortgage

Vs.

GLENN R. VLIET and DORINE L. VLIET, his wife.

Ordered, this 3rd day of August, 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 13th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 27, 1954

We hereby certify, that the annexed

Order Nisi

Auditor's Account

Eq. 10,865.

Glenn R. Vliet.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of September, 1954. The first insertion being made the 12th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1703

28

Filed 28 Aug., 1954

LIBER 88 PAGE 261

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Walter Flowers, Widower, and	*	ANNE ARUNDEL COUNTY
Mary Spivey, Widow.	*	Equity No. 11,001

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

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.

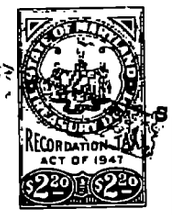
Filed 6 May, 1954.

JB

LIBER 88 PAGE 262

LIBER 751 PAGE 57

No. 11,001 Equity



THIS MORTGAGE, Made this 15th day of April - - - , in the year one thousand nine hundred and fifty-three, between WALTER FLOWERS, Widower and MARY SPIVEY, Widow - - - - - - - - ; 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 Two Thousand Seven Hundred ($2700.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Twenty-Nine Dollars and Ninety-Eight Cents ($29.98) - commencing on the tenth - - - day of May - - -, 1953, 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 that lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland - - - - - - - - - - - - - - - , and described as follows:

BEGINNING BEING known and designated as Lot No. Sixty-One (61) on the Plat of the Addition to Solley Heights, which plat is recorded among the Plat Records of Anne Arundel County on January 16th, 1952, in Plat Cabinet 4, Rod G-2, Plat 6, fronting Seventy-Three and Five One-Hundredths (73.05) feet on the Northerly side of Lincoln Drive as shown on said plat containing Seventy-Two One-Hundredths (.72) acres of land, more or less.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

BEING the same lot of ground which by deed dated January 15th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 672, folio 65, was granted and conveyed by Foxwell and Foxwell, Inc., to the said mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

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

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

MEZGER & MEZGER
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 successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

MEZGER & MEZGER
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 deoree 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.

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

Walter Flowers (SEAL)
Walter Flowers, Widower

Mary Spivey (SEAL)
Mary Spivey, Widow

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 15th day of April - - -, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Walter Flowers, Widower and Mary Spivey, Widow - -

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: April 23, 1953 at 9.35 A.M.

EZGER & MEZGER
ATTORNEYS AND
OUNSELLORS AT LAW
BALTIMORE 1. MD.

LIBER 88 PAGE 267 3457

MORTGAGE

From:

Walter Flowers, Widower
and
Mary Spivey, Widow

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 23 Day
of Nov 1953 at 9-31 A.M.
and the same day recorded in Liber
J.H.H., No. 755 Fol. 57, Land
Records of Anne Arundel County.
John W. Dolphus Jr. Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED
2-21 5 Dy

Milita[illegible] Affidavit under Soldiers' and Sa[illegible]ors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

LIBER 88 PAGE 268

Irving H. Mezger, Attorney named	IN THE
in Mortgage	Circuit Court
vs.	OF
Walter Flowers, Widower, and	~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY
Mary Spivey, Widow.	Equity No. 11,001
	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 M. Richmond Farring, Executive Vice President of the Arundel Federal Savings and Loan Association of Baltimore City,

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

(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: M. Richmond Farring
Affiant.
M. Richmond Farring, Exec. Vice Pres.

Subscribed and sworn to before me this 28th day of May 1954

Joan M. Krager *Notary Public*

Filed 29 May, 1954.

8

LIBER 88 PAGE 269 STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney

named in Mortgage

vs.

Walter Flowers, Widower, and

Mary Spivey, Widow.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,001

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$2,700.00
Less - Total amount paid on account of principal	$58.52	
Plus - Expense Account	13.34	45.18
Net Balance		$2,654.82
Plus Accrued Interest to June 30th, 1954 (with interest thereafter at the rate of 6% per annum)		26.49
Total Balance Due - Account of Mortgage Indebtedness		$2,681.31

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 28th day of May in the year nineteen hundred and fifty-four, 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 29 May, 1954.

LIBER 88 PAGE 270

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 11,001 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger,

200 W. Saratoga Street,

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Seven Hundred and 00/100 ($ 2,700.00) . . . . . *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* 1st *day of* June *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Walter Flowers, widower and Mary Spivey, widow

to Arundel Federal Savings and Loan Association

dated April 15th, 1953 *and recorded in Liber* JHH *No.* 751 *folio* 57 *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

Irving H. Mezger [SEAL]

[SEAL]

Betty Lou Norfolk

L. Pill

MARYLAND CASUALTY COMPANY

By Vandervoort Rand - Attorney-in-fact

Approved this 29 May, 1954
John H. Hopkins, 3rd, Clerk.

10

Filed 29 May, 1954

STATE OF MARYLAND, Baltimo ity, sct: LIBER 88 PAGE 271

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

By: HARRY C. MICHAEL
Vice-President

Attest: D. W. VAUTHIER
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 1st day of June 1954 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary

11

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Walter Flowers, Widower, and	*	ANNE ARUNDEL COUNTY
Mary Spivey, Widow.	*	Equity No. 11,001

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

CERTIFICATION

We hereby certify that on the 4th day of June, 1954, we sold at public auction for the highest price obtainable to the Poplar Realty, Inc. - the property described as follows:

> Being all that lot of ground situate, lying and being in the Third Election District, Anne Arundel County, Maryland, and known as Lot No. Sixty-one (61), Plat of Addition to Solley Heights, as fully described in the mortgage from Walter Flowers, Widower, and Mary Spivey, Widow, dated April 15th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 751, folio 57, in fee simple,

at and for the price of Thirty-two Hundred Fifty ($3,250.00) 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.

SEAL

E. T. Newell & Co., Inc., Auctioneers

BY: John M. Miller, Jr.
John M. Miller, Jr., Vice President

We hereby certify that we purchased the above described property at and for the price of Thirty-two Hundred and Fifty ($3250.00) Dollars —

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by Meyer Mindel, its Vice President.

Poplar Realty Inc.
By Meyer Mindel, Vice-President
Meyer Mindel, Vice President

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

Filed 9 June, 1954.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Walter Flowers, Widower, and Mary Spivey, Widow.	*	Equity No. 11,001

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

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 Walter Flowers, Widower, and Mary Spivey, Widow, 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, June 4th, 1954 at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Poplar Realty, Inc. at and for the sum of Thirty-two Hundred Fifty ($3,250.00) Dollars, a deposit of Three Hundred Fifty ($350.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum 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 8th day of June, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, 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

My Commission Expires May 2nd, 1955.

Filed 9 June, 1954

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

13

LIBER 88 PAGE 274

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Walter Flowers, Widower, and
Mary Spivey, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,001 Equity

Ordered, this 9 day of June, 19 54, 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 19 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of July next.

The report states that the amount of sales to be $ 3,250.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 9 June, 1954.

(Final Order)

Irving H. Mezger,
Attorney named in Mortgage

versus

Walter Flowers, Widower, and
Mary Spivey, Widow

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of July, 1954, that the sale made and reported by the ~~Trustees~~ 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 ~~Trustees~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

14

Filed 20 July, 1954.

Jud. 14042.
Additional
MORTGAGEE OR ATTORNEYS' BOND

No. 11,001 Equity
No. 90-13444-J

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Hundred Fifty and 00/100 - - - - - - - - - - - - - - - - - - ($550.00) *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* 10th *day of* June *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Walter Flowers, widower and Mary Spivy, widow *to* Arundel Federal Savings and Loan Association *dated* April 15th, 1953 *and recorded in Liber* JHH *No.* 751 *folio* 57 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *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 Vandervoort Rand, Attorney-in-fact.

ATTEST:
Dorothy V. Kammerer

approved this 14 June, 1954.
John H. Hopkins, 3rd, Clerk.

15

Filed 14 June, 1954

LIBER 88 PAGE 276

STATE OF MARYLAND, Baltimore City, sct:

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 10th day of June 19 54 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

16

LIBER 88 PAGE 277

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 13, 1954

We hereby certify, that the annexed

Order Nisi

Eq. 11001

Walter Flowers.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of July, 1954. The first insertion being made the 17th day of June, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel F. Tiegjemann

Filed 13 July, 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,001 Equity
IRVING H. MEZGER, Attorney Named In Mortgage

Vs.

WALTER FLOWERS, Widower, And MARY SPIVEY, Widow.

Ordered, this 9th day of June, 1954, 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 10th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of July next.

The report states that the amount of sales to be $3,250.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-8

No. M. G. 964

17

In the Case of

Irving H. Mezger,
Attorney named in Mortgage

VS.

Walter Flowers, Widower,
and
Mary Spivey, Widow

In the

Circuit Court

For

Anne Arundel County

No. 11,001 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.

July 30, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 3 Aug., 1954

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Walter Flowers, Widower, and Mary Spivey, Widow, in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	128	25	178	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	21	50		
Auditor - stating this account	13	50	45	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	31	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	9	90		
Maryland Casualty Co. - bond premiums	13	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Joan M. Krager - notary fees	1	50	123	77
To Arundel Federal Savings & Loan Ass'n of Baltimore City, first mortgagee - in full for mortgage claim	2,681	31	2,681	31
To The Shields-Commonwealth Co., second mortgagee - this balance on account mortgag e claim	270	19	270	19
			3,298	52
Amount of second mortgage claim filed	1,638	16		
Cr. Amount allowed above	270	19		
Balance due	1,367	97		

19

with

Irving H. Mezger, Attorney named in Mortgage

Cr.

1954						
June	4	Proceeds of Sale	3,250	00		
		Interest on deferred payment to 7/26/54	25	06	3,275	06
		Refund 1954 State and County taxes ($40.98) adjusted to 6/5/54	23	46	23	46
					3,298	52

10

ORDER NISI LIBER 88 PAGE 281

Irving H. Mezger,
Attorney named in Mortgage

VERSUS

Walter Flowers, Widower,
and
Mary Spivey, Widow

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,001 Equity.

ORDERED, This 3 day of August, 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 13 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of September next.

Filed 3 Aug., 1954. John H. Watkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of September, 19 54, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Meekadon
Judge

Filed 15 Sept., 1954.

21

LIBER 88 PAGE 282 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. 11,001 Equity
IRVING H. MEZGER, Attorney named in Mortgage

Vs.

WALTER FLOWERS, Widower and MARY SPIVEY, Widow.

Ordered, this 3rd day of August, 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 13th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-26

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 26, 1954

We hereby certify, that the annexed

Order Nisi
Auditor Account
Eq. 11,001
Walter Flowers

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of Septimper, 1954. The first insertion being made the 12th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 1702

22

Filed 28 Aug. 1954

LIBER 88 PAGE 283

EX PARTE	*	IN THE
IN THE MATTER OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ALVIN N. ROSENBERG and PEGGY KEMPER ROSENBERG, his wife	*	NO. 10,918 EQUITY

* * *

Mr. Clerk:

Please docket the within foreclosure and file the within original mortgage (Exhibit "A").

McWilliams, Evans & Melvin

McWilliams, Evans & Melvin
Solicitors
212 Duke of Gloucester Street
Annapolis, Maryland

Filed 5 Feb., 1954

LIBER 88 PAGE 284

BOOK 582 PAGE 226

MORTGAGE

No. 10,918 Equity

THIS MORTGAGE, Made this first day of August, A. D. 1950, by and between ALVIN N. ROSENBERG and PEGGY KEMPER ROSENBERG, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE ANNAPOLIS DAIRY PRODUCTS COMPANY, a Maryland corporation, hereinafter called the Mortgagee.

WHEREAS, the Mortgagors are justly indebted to the Mortgagee on a promissory note, of even date herewith, payable one (1) year after date, in the principal sum of Two Thousand Four Hundred Dollars ($2,400), with interest from date at the rate of six per centum (6%) per annum, payable monthly on the unpaid principal until paid, principal being payable in monthly installments of Two Hundred Dollars ($200.00), commencing on the first day of September, 1950, and thereafter on the first day of each month until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of August, 1951; the privilege is reserved to make payments in excess of the stipulated monthly payments in any amount on any monthly payment date, and interest on any amount so paid shall abate; and

WHEREAS, the parties hereto have agreed that this mortgage should be executed for the purpose of securing the payment of said note, together with any extensions or renewals thereof, or substitutes therefor, at the times limited for the same.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That for and in consideration of the premises and the sum of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged, the said Mortgagors do hereby grant and convey, in fee simple, all that lot of ground situate near the village of Eastport in the Second Election District of Anne Arundel County, Maryland, known and designated as No. 1000 Monroe St., as shown on the plat hereinafter referred to, and described as follows:

BEGINNING for the same on the west side of Brashears Street, as now laid out, 40 feet wide, at a point of curve in Lot No. 1000 Monroe Street, as shown on the plat of Eastport Manor, recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-5, Plat 13; and running thence southwesterly binding on the northernmost side of Monroe Street, by a curve to the right with a radius of 25.00 feet, the distance of 39.27 feet to the end of said curve; thence still binding on the north side of Monroe Street, North 75 degrees 18 minutes West, 5.00 feet to a point in line with the center line of a partition wall there erected; thence, to and through the center of said partition wall, North 14 degrees 42 minutes East, 100.00 feet; thence South 75 degrees 18 minutes East, 30.00 feet to the west side of Brashears Street, thence binding on the west side of Brashears Street,

Exhibit A.

Filed 5 Feb, 1954

2

South 14 degrees 42 minutes west, 75.00 feet to the place of beginning.

BEING the same property which was conveyed to the above named Mortgagors by Thomas A. Sofos and Catherine B. Sofos, his wife, by deed dated the 23rd day of January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 393, Folio 439.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, in fee simple, subject to the full legal operation and effect of a mortgage from the Mortgagors herein to the County Trust Company of Maryland, dated January 28, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 393, Folio 440.

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

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

1. That he will pay when due all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, impositions and ground rents, whether or not provision for any of which has been made herein, for which the property hereby mortgaged may be liable, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Two Thousand Four Hundred ($2,400) Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or Wm. J. McWilliams its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars ($ 100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, together with the counsel fee mentioned herein, which said expenses, costs, commission and counsel fee the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, commission and counsel fee, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses, commission and counsel fee.

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 and seal of the Mortgagor on the day and year first above written.

Witness:

Viola J. Brown ..... Alvin N. Rosenberg ..... [SEAL]
Viola J. Brown

Viola J. Brown ..... Peggy Kemper Rosenberg ..... [SEAL]
Viola J. Brown

..... [SEAL]

..... [SEAL]

BOOK 582 PAGE 229

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit: LIBER 88 PAGE 287

I HEREBY CERTIFY, That on this first day of August, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ALVIN N. ROSENBERG and PEGGY KEMPER ROSENBERG, his wife

the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared R. WILSON EVITT, agent for the within mortgagee, [redacted] and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Recorded August 1st. 1950 at 1:45 A.M.

Iola J. Brown
Notary Public.

MORTGAGE

ALVIN N. ROSENBERG and PEGGY KEMPER ROSENBERG, his wife

...TO...

THE ANNAPOLIS DAIRY PRODUCTS COMPANY

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

EX PARTE	*	IN THE
IN THE MATTER OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ALVIN N. ROSENBERG and PEGGY KEMPER ROSENBERG, his wife	*	No. 10,918 Equity

* * *

STATEMENT OF CLAIM

Statement of the mortgage claim of The Annapolis Dairy Products Company under the mortgage to it from Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, dated 1 August 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 226, said mortgage being in default.

Principal Amount Due	$ 916.22
Interest at 6% per annum from 1/1/51 to 2/11/54	171.24
Balance Due	$1,087.46

THE ANNAPOLIS DAIRY PRODUCTS COMPANY

By: R. W. Evitt, Vice-President

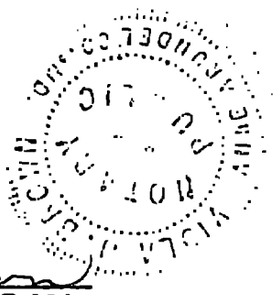
6

Filed 23 Feb., 1954.

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

I HEREBY CERTIFY that on this 17" day of February 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared G. H. Levitt, Vice President of The Annapolis Dairy Products Company, and made oath in due form of law that the aforegoing is a true statement of the amount remaining due it on its mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.



Viola J. Brown
Notary Public

7

Sale of Real Estate—Md.

A STOCK COMPANY

LIBER 88 PAGE 290

No. 10,918 Equity

Bond No. 525103

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY

Glens Falls, N. Y.

Know All Men by these Presents:

THAT WE William J. McWilliams

as Principal, and GLENS FALLS INSURANCE 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 Seven thousand and no/100 ($7,000) 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 Nineteenth day of February nineteen hundred and fifty four

Whereas, by virtue of a power of sale contained in a mortgage from Alvin N. Rosenberg and Peggy Kemper Rosenberg to The Annapolis Dairy Products Company bearing date on or about the first day of August nineteen hundred and fifty the said William J. McWilliams 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~~ ~~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 William J. McWilliams do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness as to both:
Elleanor G. Owings

William J. McWilliams (SEAL)

(SEAL)

GLENS FALLS INSURANCE COMPANY

Fred E. Voges

Fred E. Voges Attorney-in-Fact

Form 15182

GLENS FALLS INSURANCE COMPANY 1849

Approved this 23 Feb., 1954.
John H. Hopkins, 3rd, Clerk.
Filed 23 Feb., 1954.

8

GEORGE W. SCIBLE - - - - - - - - - - - - Auctioneer

McWILLIAMS, EVANS & MELVIN, Solicitors
212 Duke of Gloucester Street,
Annapolis, Maryland

LIBER 88 PAGE 291

ATTORNEY'S SALE

— OF VALUABLE —

Improved Residential Property

SITUATE IN THE SIXTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, IN THE CITY OF ANNAPOLIS, MARYLAND, KNOWN AND DESIGNATED AS 1000 MONROE STREET.

By virtue of the power and authority contained in a mortgage from Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, dated 1 August, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 582, folio 226, William J. McWilliams, the attorney named in said mortgage (default having occurred thereunder), will sell at public auction at the Court House Door, Annapolis, Anne Arundel County, Maryland, on

Tuesday, March 2nd, 1954

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

the following property:

All that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland, known and designated as 1000 Monroe Street, Annapolis, and more particularly described as follows:

BEGINNING for the same on the west side of Brashears Street, as now laid out, 40 feet wide, at a point of curve in Lot No. 1000 Monroe Street, as shown on the plat of Eastport Manor, recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-5, Plat 13; and running thence southwesterly binding on the northernmost side of Monroe Street, by a curve to the right with a radius of 25.00 feet, the distance of 39.27 feet to the end of said curve; thence still binding on the north side of Monroe Street North 75 degrees 18 minutes West 5.00 feet to a point in line with the center line of a partition wall there erected; thence to and through the center line of said partition wall, North 14 degrees 42 minutes East, 100.00 feet; thence South 75 degrees 18 minutes East 30.00 feet to the west side of Brashears Street; thence binding on the west side of Brashears Street South 14 degrees 42 minutes West 75.00 feet to the place of beginning.

Being the same property which was conveyed to the said Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, by Thomas A. Sofos and Catherine B. Sofos, his wife, by deed dated 23 January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 393, folio 439.

This property is being sold subject to the full legal operation and effect of a mortgage from Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, to the County Trust Company of Maryland in the face amount of $4,500.00, dated 28 January, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 393, folio 440, the balance due thereunder to be announced at time of sale.

The property is improved by a two-story brick semi-detached dwelling consisting of four rooms and bath.

TERMS OF SALE: A deposit of $300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to:

WILLIAM J. McWILLIAMS,
Attorney Named In Mortgage,
212 Duke of Gloucester Street,
Annapolis, Maryland.

Filed 8 Mar., 1954

CAPITAL-GAZETTE PRESS, ANNAPOLIS, MD.

I HEREBY CERTIFY that I have this 2nd day of March 1954, sold the within described property to P. E. Campbell & Helen E. Campbell, his wife at and for the sum of Four Thousand Two Hundred Dollars ($4,200.00), being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

George W. Scible - Auctioneer

I, P. E. Campbell, HEREBY CERTIFY that I have this 2 day of March 1954 purchased the within described property from William J. McWilliams, Attorney, at and for the sum of Four Thousand two hundred Dollars ($4,200.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

By: P. E. Campbell (SEAL)

Filed 8 Mar., 1954

LIBER 88 PAGE 293

McWILLIAMS, EVA[illegible] MELVIN
Solicitors
212 Duke of Gloucester Street,
Annapolis, Maryland.

ATTORNEY'S SALE
OF VALUABLE IMPROVED
RESIDENTIAL PROPERTY

Situate in the Sixth Election District of Anne Arundel County, in the City of Annapolis, Maryland, known and designated as 1000 Monroe Street.

By virtue of the powar and authority contained in a mortgage from Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, dated 1 August 1950, and recorded among the Land Records of Anna Arundel County in Liber J. H. E. No. 582, folio 226, William J. McWilliams, the attorney named in said mortgage, (default having occurred thereunder), will sell at public auction at the Court House door, Annapolis, Anna Arundel County, Maryland, on

TUESDAY, 2 MARCH, 1954
at 11:00 O'CLOCK A. M.

the following property:

All that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland, known and designated as 1000 Monroe Street, Annapolis, and more particularly described as follows:

BEGINNING for the same on the west side of Brashears Street, as now laid out, 40 feet wide, at a point of curve in Lot No. 1000 Monroe Street, as shown on the plat of Eastport Manor, recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-5, Plat 13; and running thence southwesterly binding on the northernmost side of Monroe Street, by a curve to the right with a radius of 25.00 feet, the distance of 39.27 feet to the end of said curve; thence still binding on the north side of Monroe Street North 75 degrees 18 minutes West, 5.00 feet to a point in line with the center line of a partition wall there erected; thence to and through the center of said partition wall, North 14 degrees 42 minutes East, 100.00 feet; thence South 75 degrees 18 minutes East, 30.00 feet to the west side of Brashears Street; thence binding on the west side of Brashears Street South 14 degrees 42 minutes West, 75.00 feet to the place of beginning.

BEING the same property which was conveyed to the said Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, by Thomas A. Sofos and Catharine B. Sofos, his wife, by deed dated 28 January 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 303, folio 430.

This property is being sold subject to the full legal operation and effect of a mortgage from Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, to the County Trust Company of Maryland in the face amount of $4,500.00, dated 28 January 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 393, folio 440, the balance due thereunder to be announced at time of sale.

The property is improved by a two-story brick semi-detached dwelling consisting of four rooms and bath.

TERMS OF SALE: A deposit of $300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to:
WILLIAM J. McWILLIAMS
Attorney named in Mortgage
212 Duke of Gloucester Street,
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer. f-26

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 3, 1954

We hereby certify, that the annexed

Attorney's Sale

Alvin N. Rosenberg

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 2nd day of March, 1954. The first insertion being made the 5th day of February, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Rosie Tate

Filed 8 Mar., 1954

EX PARTE	*	IN THE
IN THE MATTER OF THE	*	CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF	*	ANNE ARUNDEL COUNTY
ALVIN N. ROSENBERG and PEGGY KEMPER ROSENBERG, his wife	*	No. 10,918 Equity

* * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of William J. McWilliams, Attorney named in mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, dated 1 August 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 582, folio 226, the said William J. McWilliams, as the Attorney named in said 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 printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, 2 March 1954, 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 by public auction; and the said William J. McWilliams, Attorney as aforesaid, then and there sold the said property to Robert E. Campbell and Helen E. Campbell, his wife, at and for the sum of Four Thousand Two Hundred Dollars ($4,200.00), it being at

Filed 8 Mar., 1954.

12

that figure the highest bid therefor, the said property being the following:

All that lot or parcel of land situate in the Sixth Election District of Anne Arundel County, Maryland, known and designated as 1000 Monroe Street, Annapolis, and more particularly described as follows:

BEGINNING for the same on the west side of Brashears Street, as now laid out, 40 feet wide, at a point of curve in Lot No. 1000 Monroe Street, as shown on the plat of Eastport Manor, recorded among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod E-5, Plat 13; and running thence southwesterly binding on the northernmost side of Monroe Street, by a curve to the right with a radius of 25.00 feet, the distance of 39.27 feet to the end of said curve; thence still binding on the north side of Monroe Street North 75 degrees 18 minutes West, 5.00 feet to a point in line with the center line of a partition wall there erected; thence to and through the center line of said partition wall, North 14 degrees 42 minutes East, 100.0 feet; thence South 75 degrees 18 minutes East, 30.00 feet to the west side of Brashears Street; thence binding on the west side of Brashears Street South 14 degrees 42 minutes West, 75.00 feet to the place of beginning.

BEING the same property which was conveyed to the said Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife, by Thomas A. Sofos and Catherine B. Sofos, his wife, by deed dated 23 January 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 393, folio 439.

2. And the said Attorney further reports that he has received from the purchasers the deposit of $300.00 required by the terms of said 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: A deposit of $300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

Respectfully submitted,

William J. McWilliams, Attorney
212 Duke of Gloucester Street
Annapolis, Maryland

13

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

I HEREBY CERTIFY that, on this 8th day of March 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS, Attorney, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Viola J. Brown

Viola J. Brown, Notary Public

'4

LIBER 88 PAGE 297

ORDER NISI

Ex Parte
In The Matter Of The
~~Estate Of~~
Mortgaged Real Estate Of
Alvin M. Rosenberg and
Peggy Kemper Rosenberg, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,918 Equity

Ordered, this 8 day of March, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by William J. McWilliams, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $4,200.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 8 Mar., 1954.

(Final Order)

Ex Parte
In The Matter Of The
~~Estate Of~~
Mortgaged Real Estate Of
Alvin M. Rosenberg and
Peggy Kemper Rosenberg, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of April, 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 13 Apr., 1954.

15

LIBER 88 PAGE 298 OFFICE OF 4/12

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 Sale

Eq. 10,918

Alvin M. Rosenberg

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of April, 1954. The first insertion being made the 11th day of March, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel O. Tilghman

Filed 12 Apr., 1954

No. M. G. .....

1c

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,018 Equity

EX Parte In The Matter Of The Mortgaged Real Estate Of ALVIN M ROSENBERG and PEGGY KEMPER ROSENBERG, his wife.

Ordered, this 8th day of March, 1954 That the sale of the Property in these Proceedings mentioned, made and reported by William J. McWilliams, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $4,200.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-1

In the Case of

Ex Parte,
In the Matter of the
Mortgaged Real Estate
of
Alvin N. Rosenberg
and
Peggy Kemper Rosenberg, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,918 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.

June 7, 1954

All of which is respectfully submitted.

Auditor.

17

Filed 9 June, 1954.

Dr. Ex Parte, In the Matter of the Mortgaged Real Estate of Alvin N. Rosenberg and Peggy Kemper Rosenberg, his wife

			in ac.	
To Attorney for Fee, viz:	100	00		
To Attorney forCommissions, viz:	157	76	257	76
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	22	50		
			53	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	24		
Capital-Gazette Press - handbills	12	72		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Insurance Co. - bond premium	28	00		
George W. Scible - auctioneer's fee	35	00		
One-half Federal revenue stamps	2	48		
One-half State revenue stamps	2	47		
Viola J. Brown - notary fees	1	00		
			151	91
To Attorney for Taxes, viz:				
1953 State and County taxes	83	21		
1954 State and County taxes ($78.44) adj.	13	51		
1952 Annapolis City taxes	66	77		
1953 Annapolis City taxes ($65.49) adj.	44	02	207	51
To Attorney for Benefit Charges, viz:				
City Water Dept. - water service ($19.78) adjusted to 3/2/54	17	82	17	82
To The Annapolis Dairy Products Co.,				
mortgagee - in full for mortgage claim	1,087	46		
Interest from 2/11/54 to 3/2/54	2	90	1,090	36

To Attorney for Judgment Claims filed, viz:				
(1) George M. Walters - in full for claim in #2805 Law, viz:				
Debt		615	00	
Interest from 4/14/51 to 3/2/54		106	19	
Court costs		17	50	
Attorney's fee		61	50	
Fi. fa.		2	50	
Sheriff's costs		4	91	
Recording order of satisfaction			50	808 10
(2) Herman Lichtenstein - this balance applied on account of claim in #2927 Law, viz:		1,671	97	1,671 97
Debt	$1,522.50			
Interest from 6/25/51 to 3/2/54	244.87			
Court costs	18.00			
Attorney's fee	152.25			
	$1,937.62			
Cr. Amount allowed	1,671.97			
Balance due	265.65			
				4,258 68

with William J. McWilliams, Attorney named in Mortgage Cr.

1954						
Mar.	2	Proceeds of Sale	4,200	00		
		Interest on deferred payment from 3/2/54 to 5/13/54	50	40	4,250	40
		Rebated fire insurance premium ($33.66) adjusted to 3/2/54	8	28	8	28
					4,258	68

19

ORDER NISI LIBER 88 PAGE 303

Ex Parte

In The Matter Of The

XXXXXX

Mortgaged Real Estate Of

Alvin N. Rosenberg and

Peggy Kemper Rosenberg, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,918 Equity.

ORDERED, This 9 day of June 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 19 day of July next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of July next.

Filed 9 June, 1954 John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th day of July, 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 Richardson
Judge.

Filed 20 July, 1954

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

20

In the Circuit Court for Anne Arundel County

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

LIBER 88 PAGE 304

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,918 Equity

Ex Parte In The Matter Of The Mortgaged Real Estate Of ALVIN N ROSENBERG And PEGGY KEMPER ROSENBERG, His Wife.

Ordered, this 9th day of June, 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 19th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19th day of July ne. t.

JOHN H. HOPKINS, 3rd., Clerk.

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

jy-1

OFFICE OF

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 8, 1954

We hereby certify, that the annexed

Order Nisi - Aud Acct. Eq. 10918

Gloria N. Rosenberg

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 19th day of July, 1954. The first insertion being made the 17th day of June, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 966

21

Filed 19 July, 1954.

IN THE MATTER OF THE MORTGAGED	:	No. 10,981 Equity
REAL ESTATE OF JOHN B. JOHNSON AND	:	In the Circuit Court for
ANNIE A. JOHNSON, HIS WIFE	:	Anne Arundel County

Mr. Clerk:

Please docket the above entitled cause and file the original mortgage herewith.

William W. Townshend, Jr.,
Attorney named in mortgage.

Filed 12 Apr., 1954.

LIBER 88 PAGE 306

LIBER 728 PAGE 297

No. 10,981 Equity

This Mortgage, made this 12th day of December, in the year one thousand nine hundred and fifty-two, between John B. Johnson and Annie A. Johnson, 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

EIGHT THOUSAND DOLLARS- - - - - - - - - - - - - - - - - -($8,000.00)

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 EIGHTY DOLLARS- - - - - - - - - - - - -($80.00) 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 12th 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;

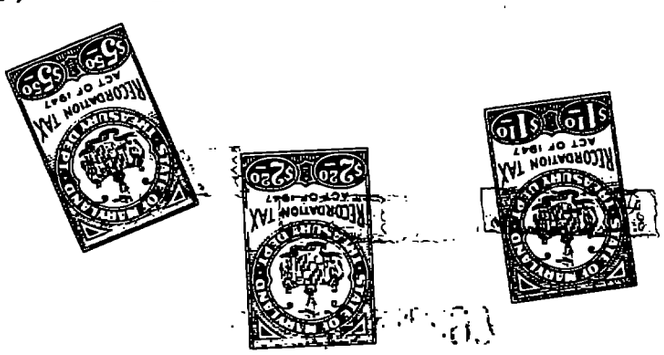
The due execution of this mortgage was a condition precedent to the granting of said advance.

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 Sixth Election District, Anne Arundel County, State of Maryland and described as follows:

BEGINNING for the same at the South corner of Lafayette Avenue (formerly Second Street) and Morris Streets, and running with the South building line of said Morris Street, North 88 degrees 30 minutes West, 102 feet to a post now or heretofore set; thence South 3 degrees 15 minutes West, 23 feet to a post now or heretofore set; thence South 88 degrees 30 minutes East, 102 feet to the line of the West side of Lafayette Avenue and thence with the said West side of Lafayette Avenue, North 3 degrees 15 minutes East, 23 feet to the place of beginning. The improvements thereon being known as 34 Lafayette Avenue.

BEING the same property conveyed to the within-named Mortgagors from Michael Earle and Ida Ruth Earle, his wife, by deed dated March 23, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 353, Folio 394.



Filed 12 Apr., 1954

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.

If, however, the said Mortgagor S, his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor S, for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

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

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor S, his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said 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 Mortgagor S, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the 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 hand sand seal sof the said Mortgagors.

WITNESS:

John B. Johnson (SEAL)
John B. Johnson

Alice C. Hudak
Alice C. Hudak

Annie A. Johnson (SEAL)
Annie A. Johnson

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of December, in the year one thousand, nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John B. Johnson and Annie A. Johnson, 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 5/4/53

Recorded: December 12, 1952 at 10.45 A.M.

WM. W. TOWNSHEND, JR.
Attorney
Towns-Worth Bldg.
Annapolis, Md.

MORTGAGE

FROM

JOHN B. JOHNSON AND

ANNIE A. JOHNSON, HIS WIFE

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Dec 12 1952 at 10-45 o'clock A M.

Same day recorded in Liber [illegible]

No. 728 folio 297 &c. one of the Land Records of Baltimore

[illegible] and examined per [illegible] Clerk.

Cost of Record $

LIBER 86 FOLIO 210

ATTORNEY'S SALE No. 10,981 Equity

OF

VALUABLE IMPROVED REAL ESTATE

By virtue of a power of sale contained in a mortgage from John B. Johnson and Annie A. Johnson, his wife, to the United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated December 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 728, Folio 297, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises in the City of Annapolis, Maryland, on

TUESDAY, MAY 18, 1954

at 11 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at the south corner of Lafayette Avenue (formerly Second Street) and Morris Streets, and running with the south building line of said Morris Street, North 88 degrees 30 minutes West, 102 feet to a post now or heretofore set; thence South 3 degrees 15 minutes West, 23 feet to a post now or heretofore set; thence South 88 degrees 30 minutes East, 102 feet to the line of the west side of Lafayette Avenue and thence with the said west side of Lafayette Avenue, North 3 degrees 15 minutes East, 23 feet to the place of beginning.

The improvements thereon being known as 34 Lafayette Avenue, Annapolis, Maryland.

BEING the same property conveyed to John B. Johnson and Annie A. Johnson, his wife, by Michael Earle and Ida Ruth Earle, his wife, by deed dated March 23, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 353, Folio 394.

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 St.
Annapolis, Maryland

Robert H. Campbell, Auctioneer

The Evening Capital

April 15, 22, 29
May 6, 13

6

Filed 12 Apr., 1954.

88 311

In the Matter of the Sale of the	:	No. 10,981 Equity
Mortgaged Real Estate of	:	In the Circuit Court
John B. Johnson and	:	for
Annie A. Johnson, his wife	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from John B. Johnson and Annie A. Johnson, his wife, to the United Federal Savings and Loan Association of Glen Burnie, dated December 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 728, Folio 297, as of March 31, 1954	$ 8,024.10
Interest thereon for April, 1954	39.10
Interest thereon from May 1, 1954 through May 18, 1954	22.10
	$ 8,085.30

William W. Townshend, Jr.
Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 13th day of May, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., the Attorney named in the Mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice C. Hudak, Notary Public

Filed 13 May, 1954

88 [illegible]12

NEW AMSTERDAM CASUALTY COMPANY

No. 10,981 Equity

149939

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., Towne-Worth Building, South Street, 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 TEN THOUSAND AND 00/100 - - - - - - - - - - Dollars ($10,000.00), 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 10th - - - - -day of May - - - - - in the year of our Lord one thousand nine hundred and fifty-four.

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 property 34 Lafayette Avenue, Annapolis, Maryland, mentioned in the proceedings in the case of

The United Federal Savings and Loan Association of Glen Burnie

vs.

John B. Johnson and Annie A. Johnson 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

Alice Gary
Alice Gary

William W. Townshend (SEAL)
William W. Townshend Jr.

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

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

Witness as to Surety:

M. S. Kraus
M. S. Kraus

Attest: V. N. Mercier
Assistant Secretary
V. N. Mercier

1-307-Md. Trustee—Receiver 500-7-47

Approved this 13th May, 1954
John H. Hopkins, 3rd, Clerk
Filed 13th May, 1954

88 313

ROBERT H. CAMPBELL - AUCTIONEER

ATTORNEY'S SALE

OF VALUED

Improved Real Estate

By virtue of a power of sale contained in a mortgage from John B. Johnson and Annie A. Johnson, his wife, to the United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated December 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.728, Folio 297, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises in the City of Annapolis, Maryland, on

TUESDAY, MAY 18th, 1954

At 11 o'clock A.M.

All that tract or parcel of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, more particularly described as follows:

BEGINNING for the same at the south corner of Lafayette Avenue (formerly Second Street) and Morris Street, and running with the south building line of said Morris Street, North 88 degrees 30 minutes West, 102 feet to a post now or heretofore set; thence South 3 degrees 15 minutes West, 23 feet to a post now or heretofore set; thence South 88 degrees 30 minutes East, 102 feet to the line of the West side of Lafayette Avenue and thence with the said west side of Lafayette Avenue, North 3 degrees 15 minutes East, 23 feet to the place of beginning.

The improvements thereon being known as 34 Lafayette Avenue, Annapolis, Maryland.

BEING the same property conveyed to John B. Johnson and Annie A. Johnson, his wife, by Michael Earle and Ida Ruth Earle, his wife, by deed dated March 23, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 353, Folio 394.

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 St.
Annapolis, Maryland

CAPITAL-GAZETTE PRESS, ANNAPOLIS, MD.

Filed 18 May, 1954.

Annapolis, Maryland
May 18, 1954

This is to certify that I have this 18th day of May, 1954, sold the property described by said advertisement in the Sixth Election District of Anne Arundel County and more particularly described as 34 Lafayette Avenue, Annapolis, Maryland, to

Carroll H. Hynson and Adele Hynson, his wife

at and for the sum of EIGHT THOUSAND SIX HUNDRED FIFTY DOLLARS ($8,650.00)

being then and there the highest bidder for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

Annapolis, Maryland
May 18, 1954

I hereby certify that I have this 18th day of May, 1954, purchased from William W. Townshend, Jr., Attorney named in mortgage, the property known as 34 Lafayette Avenue, Sixth Election District, Anne Arundel County, Annapolis, Maryland, at and for the sum of

EIGHT THOUSAND SIX HUNDRED FIFTY DOLLARS - $8,650.00)

and do hereby agree to comply with the terms of sale.

Carroll H. Hynson

Carroll H. Hynson

Adele Hynson

Filed 18 May, 1954

10

In the Matter of the Mortgaged Real : No. 10,981 Equity
Estate of John B. Johnson and : In the Circuit Court
Annie A. Johnson, 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 John B. Johnson and Annie A. Johnson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated December 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 728, Folio 297, 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 Evening Capital, 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, Annapolis, Maryland, on Tuesday, May 18, 1954, at 11 o'clock A.M., and then and there sold the said property to Carroll H. Hynson and Adele Hynson, his wife, at and for the sum of Eight Thousand Six Hundred Fifty Dollars ($8,650.00), being at that figure the highest bidders therefor, said property being as follows:

BEGINNING for the same at the south corner of Lafayette Avenue (formerly Second Street) and Morris Street, and running with the south building line of said Morris Street, North 88° 30' West, 102 feet to a post now or heretofore set; thence South 3° 15' West, 23 feet to a post now or heretofore set; thence South 88° 30' East, 102 feet to the line of the West side of Lafayette Avenue and thence with the said west side of Lafayette Avenue, North 3° 15' East, 23 feet to the place of beginning. The improvements thereon being known as 34 Lafayette Avenue, Annapolis, Maryland.

BEING the same property conveyed to John B. Johnson and Annie A. Johnson, his wife, by Michael Earle and Ida Ruth Earle, his wife, by deed

Filed 18 May, 1954.

11

dated March 23, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 353, Folio 394.

AND the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the Purchasers' Agreement to comply with the terms of sale, which are as follows: TERMS OF SALE: A deposit of One Thousand Dollars ($1,000.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

William W. Townshend, Jr.,
Attorney named in mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of May, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in 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

12

LIBER 88 PAGE 317

ORDER NISI

In the Matter of the
Mortgaged Real Estate of

~~XXXXXXXX~~

John B. Johnson and
Annie A. Johnson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,981 Equity

Ordered, this 18 day of May, 1954, 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 22 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of June next.

The report states that the amount of sales to be $8,650.00.

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order) Filed 18 May, 1954

In the Matter of the
Mortgaged Real Estate of

~~XXXXXXXX~~

John B. Johnson and
Annie A. Johnson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of June, 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

1st Filed 24 June, 1954.

88 318

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 16, 1954

We hereby certify, that the annexed

Order Nisi. Sale

Eq-10,981.

John B. Johnson

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 22nd day of June, 1954. The first insertion being made the 20th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel O. Tilghman

Filed 23 June, 1954

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,981 Equity

In the Matter of the Mortgaged Real Estate of John B. Johnson and Annie A. Johnson, his wife

Ordered, this 18th day of May, 1954, 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

22ND DAY OF JUNE

next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of June next.

The report states that the amount of sales to be $8,650.00.

JOHN H. HOPKINS, 3rd, Clerk.

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

ju-10

No. E.C. 884

14

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~xxx~~
John B. Johnson
and
Annie A. Johnson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,981 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.

June 28, 1954

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

15

Filed 1 July, 1954.

Dr. In the Matter of the Mortgaged Real Estate of John B. Johnson and Annie A. Johnson, his wife in ac.

To Attorney for Commissions viz:	291 20	
To Attorney for Fee, viz:	35 00	326 20
To Attorney for CourtCosts, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	19 75	
Auditor - stating this account	13 50	43 25
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	50 00	
Capital-Gazette Press - handbills	9 69	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
New Amsterdam Casualty Co. - bond premium	40 00	
Robert H. Campbell - auctioneer's fee	30 00	
One-half Federal documentary stamps	4 95	
One-half State documentary stamps	4 95	
Alice C. Hudak - notary fees	1 00	154 59
To Attorney for Taxes, viz:		
1954 State and County taxes ($106.04-adj)	39 78	39 78
To Attorney for Benefit Charges, viz: City Water Department - water service from 7/1/53 to 5/18/54	25 79	25 79
To Mutual Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim filed	8,085 30	8,085 30
To Economy Auto Supply Co,, Inc. - in full payment account filed (Order of 5/27/54)	29 36	29 36
To John B. Johnson and Annie A. Johnson, his wife, mortgagors - this balance	12 90	12 90
		8,717 17

with William W. Townshend, Attorney named in Mortgage Cr.

1954						
May	18	Proceeds of Sale	8,650	00		
		Interest on deferred payment to 6/24/54	56	58	8,706	58
		Refund 1953 Annapolis City taxes ($84.72) - adjusted	10	59	10	59
					8,717	17

17

ORDER NISI

LIBER 88 PAGE 322

In the Matter of the Mortgaged Real Estate of John B. Johnson and Annie A. Johnson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,981 Equity.

ORDERED, This 1 day of July, 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 4 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4 day of August next.

Filed July 1, 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of August, 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 5 Aug., 1954.

18

LIBER 88 PAGE 323

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 26, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 10981

John B. Johnson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 4th day of August, 1954 The first insertion being made the 3rd day of July, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 5 Aug., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,081 Equity

In The Matter Of The Mortgaged Real Estate Of JOHN B. JOHNSON And ANNIE A. JOHNSON, His Wife.

Ordered, this 1st day of July, 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 4th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN E. HOPKINS, 3rd., Clerk.

jy-17

No. E. C. 10981

19

LIBER 89 PAGE 324

IN THE MATTER OF THE * IN THE CIRCUIT COURT FOR

MORTGAGED REAL ESTATE OF * ANNE ARUNDEL COUNTY

NINA RAMSAY, Widow * NO. 10,994 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.

John Demyan, Jr.
Attorney named in the Mortgage

Filed 30 Apr., 1954.

LIBER 88 PAGE 325

LIBER 714 PAGE 213

No. 10,994 Equity

This Mortgage, Made this 14th day of October , 19 52 ,

by and between Nina Ramsay, Widow -

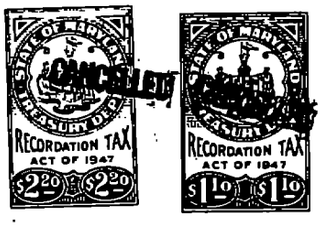
hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -28- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 2,800.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th at lot of ground, situate, lying and being in Waterford Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 16, as shown on the Plat of Waterford Heights, recorded among the Plat Records of Anne Arundel County, in Plat Cabinet 2, Rod E-1, Plat 10.

BEING ALSO the same property which was conveyed to Clarence Albert Ramsay and Nina Ramsay, his wife, by Charles E. Freese and Velma M. Freese, his wife, by deed dated June 15, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 575, folio 148; the said Clarence Albert Ramsay having departed this life on April 6, 1952, vesting title to the property in Nina Ramsay, the Mortgagor herein.



Filed 30 Apr, 1954.

2

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 14.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 14.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

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

AND the said MORTGAGORS for themselves, their personal representatives and assigns do further covenant to insure and pending the existence of this mortgage, to keep insured in some good company selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 2,800.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire; to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred.W.Kuethe

Fred.W.Kuethe

Nina Ramsay (SEAL)
Nina Ramsay, Widow

..... (SEAL)

..... (SEAL)

..... (SEAL)

LIBER 88 PAGE 328

LIBER 714 PAGE 216

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 14th day of October, 19 52, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Nina Ramsay, Widow and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

FRED. W. KUETHE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred. W. Kuethe

Fred. W. Kuethe Notary Public.

Recorded: October 18, 1952 at 9 A.M.

Mortgage

—FROM—

NINA RAMSAY, Widow

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 265-a

Received for Record Oct. 18 1952 at 9 A.M. and the same day recorded in Liber J.H.H. No. 714 Fol. 216, Land Records of Anne Arundel County. John H. Hall Clerk

LAW OFFICE

JOHN DEMYAN, JR.

GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

Secretary.

By.....
President.

LIB 88 F 329

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	ANNE ARUNDEL COUNTY
NINA RAMSAY, Widow	*	NO. 10,994 EQUITY

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan			$ 2,800.00
Interest from the 30th day of November, 1953, to the 31st day of May, 1954.	$81.00		
Interest paid on account	33.80	$ 47.20	47.20
			$ 2,847.20
Dues Paid to Date			109.58
Total Amount due under Mortgage			$ 2,737.62

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred. W. Kuethe

Fred. W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of April, 1954; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

Amelia H. Tubman
Notary Public

AMELIA H. TUBMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

5 1/2

Filed 30 Apr., 1954.

10,994

No. 10,994 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 25th day of May, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from Nina Ramsay, widow, to The Glen Burnie Savings and Loan Association of Anne Arundel County bearing date on or about October 14, 1952, the said John Demyan, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

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

SIGNED, sealed and delivered in the presence of

Margaret B. Hendrix, as to both

John Demyan, Jr. (SEAL) PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV (SEAL)
John H. Hopkins, IV, Attorney-in-Fact

SURETY

Approved this 25 May, 1954.
John H. Hopkins, 3rd, Clerk

Filed 25 May, 1954

GEORGE SCIBLE, ... Auctioneer

JOHN DEMYAN, Jr., Attorney At Law
9 Crain Highway
Glen Burnie, Maryland

MORTGAGE SALE

— OF VALUABLE —

Fee Simple Property

LOT NO. 16, AS SHOWN ON THE PLAT OF WATERFORD HEIGHTS, RECORDED AMONG THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN PLAT CABINET 2, ROD E-1 PLAT 10.

PROPERTY LOCATED AT WATERFORD HEIGHTS, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Nina Ramsay, Widow, dated October 14th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 714, Folio 213 (Default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland, on

TUESDAY, MAY 25th, 1954

AT 11 O'CLOCK, A.M.

ALL that lot of ground situate, lying and being in Waterford Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 16, as shown on the Plat of Waterford Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1, Plat 10.

BEING ALSO the same property which was conveyed to Clarence Albert Ramsay and Nina Ramsay, his wife, by Charles E. Freese and Velma M. Freese, his wife, by deed dated June 15, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 575, folio 148; the said Clarence Albert Ramsay having departed this life on April 6, 1952, vesting title to the property of Nina Ramsay, the Mortgagor herein.

IMPROVEMENTS: One Story—Frame Dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in the Mortgage.

CAPITAL GAZETTE PRESS ANNAPOLIS, MD.

Filed 25 May, 1954.

7

10,994

LIBER 88 FOLIO 332

May 25th,1954
11 A.M.

I HEREBY CERTIFY, that the Glen Burnie Savings & Loan Association of Anne Arundel County, abody corporate, purchased the property as described on the reverse side hereof, at and for the sum of $3,000.00, and the said body corporate agrees to abide by the terms of sale as therein set forth.

Witness

George Scible
Auctioneer

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate.

By Fred W. Kuethe
Fred.W.Kuethe,Agent

Filed 25 May, 1954.

5

10,994

LIBER 88 PAGE 333

Annapolis, Maryland

May 25th ,1954

THIS IS TO CERTIFY, that I have this 25 day of May ,1954; sold the property described by said advertisement in the Third Election District of Anne Arundel County and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 575, folio 148; at and for the sum of Three Thousand ($3,000.00) Dollars, to The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate ~~he~~ then and there being the highest bidder for said property.

George W. Scible - Auctioneer

I HEREBY CERTIFY, that I have this 25 day of May ,1954; purchased from John Demyan, Jr., Attorney named in the Mortgage, the property situated in the Third Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 575, folio 148, at and for the sum of Three Thousand ($3,000.00) Dollars, and do ~~he~~ hereby agree to comply with the terms of sale.

GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, a body corporate

By Fred. W. Kuethe

Fred.W.Kuethe

Purchaser

Filed 25 May, 1954.

LIBER 88 PAGE 334

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	ANNE ARUNDEL COUNTY
NINA RAMSAY, Widow	*	NO. 10,994 EQUITY

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Sale of John Demyan, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

THAT under and by virtue of a power of sale contained in a Mortgage from Nina Ramsay, Widow, dated October 14, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 714, Folio 213; the said John Demyan, Jr. Attorney named in the aforesaid Mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said Mortgage described at public auction, at the Court House Door (Church Street Entrance), City of Annapolis, Maryland; May 25th, 1954 at 11 o'clock A.M., and then and there sold the said property to The Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate at and for the sum of Three Thousand ($3,000.00) Dollars, being at that figure the highest bidder therefore, said property being the following:

ALL that lot of ground situate, lying and being in Waterford Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 16, as shown on the Plat of Waterford Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1, Plat 10.

AND the said Attorney further reports that he has received from the purchaser a deposit as required by the terms of said sale and has also required

Filed 25 May, 1954

10

the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 25 day of May, 1954; before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

MILDRED F. BEAR NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bear

Notary Public

LIBER 88 PAGE 336

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXXXX~~
NINA RAMSAY, Widow

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,994 Equity

Ordered, this 25 day of May, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of July next.

The report states that the amount of sales to be $ 3,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 25 May, 1954.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXXXX~~
NINA RAMSAY, Widow

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 7th day of July, 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 Michaelson
Judge.

12

Filed 7 July, 1954.

JOHN DEMYAN, JR.,
ATTORNEY AT LAW
9 CRAIN H[illegible]WAY,
GLEN BUR[illegible], MD.

MORTGAGE SALE
OF VALUABLE
FEE SIMPLE PROPERTY

Lot No. 16, as shown on the Plat of Waterford Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1 Plat 10.

Property located at Waterford Heights, Third Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Nina Ramsay, Widow, dated October 14th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 714, Folio 218 (Default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland, on

MAY 25TH, 1954,
AT 11 O'CLOCK, A. M.,

ALL that lot of ground situate, lying and being in Waterford Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 16, as shown on the Plat of Waterford Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1, Plat 10.

BEING ALSO the same property which was conveyed to Clarence Albert Ramsay and Nina Ramsay, his wife, by Charles E. Freese and Velma M. Freese, his wife, by deed dated June 15, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 575, folio 148; the said Clarence Albert, Ramsay having departed this life on April 6, 1952, vesting title to the property of Nina Ramsay, the Mortgagor herein.

IMPROVEMENTS: One Story—Frame Dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in the Mortgage.
GEORGE SCIBLE, Auctioneer. m-20

LIBER 88 PAGE 337 OFFICE OF # EQUITY 10,994

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 25, 1954

We hereby certify, that the annexed

Mortgage Sale

Nina Ramsay

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 20th day of May, 1954. The first insertion being made the 1st day of ~~1st~~ May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 27 May, 1954

JOHN DEMYAN, JR.,
ATTORNEY AT LAW
9 CRAIN H[illegible]WAY,
GLEN BUI[illegible], MD.

MORTGAGE SALE
OF VALUABLE
FEE SIMPLE PROPERTY

Lot No. 16, as shown on the Plat of Waterford Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1, Plat 10.

Property located at Waterford Heights, Third Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Nina Ramsay, Widow, dated October 14th, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 714, Folio 213 (Default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland, on

MAY 25TH, 1954,
AT 11 O'CLOCK, A. M.,

ALL that lot of ground situate, lying and being in Waterford Heights, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. 16, as shown on the Plat of Waterford Heights, recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1, Plat 10.

BEING ALSO the same property which was conveyed to Clarence Albert Ramsay and Nina Ramsay, his wife, by Charles E. Freese and Velma M. Freese, his wife, by deed dated June 15, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 575, folio 148; the said Clarence Albert Ramsay having departed this life on April 6, 1952, vesting title to the property of Nina Ramsay, the Mortgagor herein.

IMPROVEMENTS: One Story—Frame Dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by The Circuit Court for Anne Arundel County, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in the Mortgage.
GEORGE SCIBLE, Auctioneer. m-20

EQUITY 10,994

OFFICE OF LIBER 88 PAGE 338

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 25, 1954

We hereby certify, that the annexed

Mortgage Sale

Nina Ramsay,

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 22nd day of May, 1954 The first insertion being made the 6th day of May, 1954

THE CAPITAL-GAZETTE PRESS, INC.

Filed 27 May, 1954 By Hazel P. Tilghman

LIBER 88 PAGE 339

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. 10,004 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF NINA RAMSAY, Widow.

Ordered, this 25th day of May, 1954, That the sale of the Property in these proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of July next.

The report states that the amount of sales to be $3,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jn-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 2, 1954

We hereby certify, that the annexed

Order Nisi

Eq. 10,994

Nina Ramsay

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of July, 1954. The first insertion being made the 3rd day of June, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

No. M.C.G. .....

15

Filed 2 July, 1954.

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~Wife~~
Nina Ramsay, Widow

In the

Circuit Court

For

Anne Arundel County

No. 10,994 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.

July 16, 1954

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

Filed 20 July, 1954.

16

Dr. In the Matter of the Mortgaged Real Estate of Nina Ramsay, Widow in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	120	57	170	57
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	41	24		
Capital-Gazette Press - handbills	13	02		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	14	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Amelia H. Tubman - notary fee		50		
Mildred F. Bean - notary fee		50	111	56
To Attorney for Taxes, viz:				
1954 State and County taxes ($34.71-adj)	13	78	13	78
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	2,685	25	2,685	25
			3,018	91
Amount of mortgage claim filed	2,737	62		
Cr. Amount allowed above	2,685	25		
Balance subject to decree in personam	52	37		

with John Demyan, Jr., Attorney named in Mortgage Cr.

1954				
May	25	Proceeds of Sale	3,000 00	
		Interest on deferred payment to 7/8/54	18 91	3,018 91
				3,018 91

ORDER NISI LIBER 88 PAGE 343

In the Matter of the

Mortgaged Real Estate

~~XXXXXX~~

of

Nina Ramsay, Widow

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,994 Equity.

ORDERED, This 20 day of July, 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 30 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30 day of August next.

Filed 20 July 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 14 Sept., 1954

19

LIBER 88 PAGE 344

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. September 10, 1954

We hereby certify, that the annexed

Order Nisi - Aud. acct. Eq. 10994

Nina Ramsay

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 30th day of August, 1954. The first insertion being made the 29th day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 14 Sept., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,994 Equity

In The Matter Of The Mortgaged Real Estate Of NINA RAMSAY, Widow

Ordered, this 20th day of July, 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 30th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-12

No. M.G. 1448

20

LIBER 88 PAGE 345

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGED REAL ESTATE OF	*	ANNE ARUNDEL COUNTY
NINA RAMSAY, Widow	*	EQUITY NO. 10,994

****

PETITION TO FILE MILITARY
AFFIDAVIT NUN PRO TUNC
AND ORDER OF COURT THEREON

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of John Demyan, Jr., Attorney named in the Mortgage respectfully represents:

1. That he inadvertently failed to file a Military Affidavit in this cause prior to ratification of sale which was on the 7th day of July, 1954.

2. That the said Nina Ramsay was not in the Military Service at the time of the filing of the foreclosure proceedings or any stage thereof.

WHEREFORE your Petitioner prays that he be permitted to file the Military Affidavit "Nunc Pro Tunc" as of the 6th day of July, 1954.

AND as in Duty Bound, etc.

John Demyan, Jr.,
Attorney named in the Mortgage
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 2nd day of November, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, the above named Petitioner, and he made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Notary Public

Filed Nov. 1954.

21

LIBER 88 FOLIO 346

ORDER OF COURT

ORDERED this 3d day of November, 1954, by the Circuit Court for Anne Arundel County in Equity, that John Demyan, Jr., Attorney named in the Mortgage, Petitioner, be and he is authorized to file the Military Affidavit "Nunc Pro Tunc" as of the 6th day of July, 1954.

Benjamin Michaelson

Judge

Filed 3 Nov., 1954

22

LIBER 88 PAGE 347

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT FOR
MORTGAGE REAL ESTATE OF	*	ANNE ARUNDEL COUNTY
NINA RAMSAY, Widow	*	NO. 10,994 EQUITY

****

MILITARY AFFIDAVIT

****

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the Mortgage, and made oath in due form of law that he known the Mortgagor in the above entitled cause, and that to the best of his knowledge, information and belief

(1) said Mortgagor is not in the military service of the United States.

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

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

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

(5) said Mortgagor was not in the military service at the time of foreclosure.

John Demyan, Jr.
Attorney named in Mortgage
Affiant

NOTARY PUBLIC

Subscribed and sworn to before me this 1st day of June, 1954.

Amelia H. Tubman
Notary Public

23

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
MELVIN G. McGINN and	*	ANNE ARUNDEL COUNTY
FRIEDA A. McGINN, his wife	*	In Equity
		No. 11,010

* * * * * * * * *

MR. CLERK:

Please docket suit in the above entitled case and file Petitioner's Exhibit "A".

WILLIAM C. ROGERS, Attorney
Named in Mortgage

Winson G. Gott, Jr., Lee Bldg. Annapolis
Attorney for Plaintiff

Filed 13 May, 1954.

City-County Form.

PETITIONER'S EXHIBIT "A" LIBER 808 PAGE 278

No. 11,010 Equity

This Mortgage,

Made this 18th day of January, in the year one thousand, nine hundred and fifty-four, between MELVIN G. MCGINN AND FRIEDA A. MCGINN, his wife -

of Anne Arundel County, in the State of Maryland, Mortgagors, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SIX THOUSAND ($6,000.00) - - - - - - - - - - - - - - - - - - Dollars. ~~being part of the purchase money for the property hereinafter described.~~

AND WHEREAS, said Mortgagors have agreed to repay the said sum so advanced in installments, with interest thereon from the date hereof at the rate of six per cent. (6%) per annum in the manner following:

By the payment on or before the first day of each month from date hereof;

(A) of the sum of [illegible] - - - - - - - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of [illegible] - - - - - - - - - - - - - - - - - - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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 the sum of One Dollar, the said Mortgagors do - grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Anne Arundel County in said State, and described as follows:

BEGINNING for the same at a point on the northeast outline of the land belonging to Melvin G. McGinn and Frieda A. McGinn, his wife at the distance of eleven hundred feet southeasterly from the southeast side of Tick Nick Road said point of beginning being on the southwest side of a fifteen foot right of way (with the use of same in common) at the distance of one hundred fifty feet from the intersection of the said right of way with an Old County Road known as Pekin Road thence binding on said outline south thirty-eight degrees forty minutes east one hundred feet thence south fifty-one degrees fourteen minutes west four hundred three and fifty-two one-hundredths feet to the southwest outline of the McGinn tract thence along said outline north

Filed 13 May, 1954.

twenty-nine degrees fifty-four minutes west one hundred one and two-tenths feet thence north fifty-one degrees fourteen minutes east three hundred eighty-seven and eighty-eight one-hundredths feet to the place of beginning. Being Lots Nos. 19 and 20 on a Plat of the McGinn property recorded prior hereto prepared by J. R. McCrone, Jr. Surveyor. Said lot being situate on the southwest side of a fifteen foot road leading to Pekin Road.

Being the same lot of ground which by Deed of Assignment dated November 17, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 729 folio 286 was granted and conveyed by MARVIN D. VanALLEN to MELVIN G. MCGINN AND FRIEDA A. MCGINN, his wife, the within Mortgagors.

Additional payments on principal will be permitted on thirty days prior written notice. If total payments on account of principal exceed twenty per cent of the original mortgage in any one mortgage, year, a prepayment fee on such excess will be charged during the first mortgage year at the rate of two per cent and during any mortgage year thereafter at the rate of one per cent.

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of $ 90.00 ; payable in equal semi-annual instalments on the 17th days of May and November in each and every year.

Provided, however, if the said Mortgagor S, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

And the said Mortgagor S, for themselves their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm 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 the failure of the Mortgagor S 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; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (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; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor S, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of 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 Mortgagor S, their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (7) 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; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor S, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor S, 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; (9) 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 Mortgagor S, their heirs, personal representatives and assigns, may retain possession of the hereby mortgaged property.

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do - hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagor S do - hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagor S, their heirs, personal representatives, 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 their 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 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:

Ruby C. Quandt

RUBY C. QUANDT

Melvin G. McGinn (SEAL)

MELVIN G. MCGINN

Frieda A. McGinn (SEAL)

FRIEDA A. MCGINN

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 18th day of January, 1954, before me, the subscriber, a Notary Public, of the State of Maryland in and for ~~the City aforesaid~~ Queen Anne's County personally appeared MELVIN G. MCGINN AND FRIEDA A. MCGINN, his wife - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared [illegible] - - - - - - - - - - - agent of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth., and that he is agent of said mortgagee duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal

RUBY C. QUANDT NOTARY

Ruby C. Quandt
Notary Public.

My commission expires May 2nd, 1955 RUBY C. QUANDT

Recorded- 20th January, 1954, at 10 A.M.

MORTGAGE

FROM

MELVIN G. MCGINN AND FRIEDA A. MCGINN, his wife.

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.____

Received for Record 20 Jan. 1954 at 10 o'clock A. M. Same day recorded in Liber JWH No. 808 Folio 278 etc., one of the Land Records of A A Co and examined per JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $____

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO. 22364
WRITTEN BY MBP
FORM APPROVED ____
READY FOR RECORD ____

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
MELVIN G. McGINN and	*	ANNE ARUNDEL COUNTY
FRIEDA A. McGINN, his wife,	*	In Equity
	*	No. 11,010

* * * * * * * * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 6th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who, being duly sworn according to law, deposed and said:

That Melvin G. McGinn and Frieda A. McGinn, his wife, are the owners of the mortgaged property described in the mortgage filed in these proceedings; and upon diligent inquiry it has been found that the said Melvin G. McGinn and Frieda A. McGinn, his wife, are not now in the military service of the United States.

WILLIAM C. ROGERS, Affiant

Sworn to, acknowledged and subscribed to before me, the day and year first above written.

Notary Public

Filed 13 May, 1954.

6

WILLIAM C. ROGERS, Attorney	*	IN THE CIRCUIT COURT
Named in Mortgage	*	
vs	*	FOR
MELVIN G. McGINN and	*	ANNE ARUNDEL COUNTY
FRIEDA A. McGINN, his wife	*	In Equity
* * * * * *		No. 11,010

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association under the mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to Fraternity Federal Savings and Loan Association, dated January 18, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 808, folio 278.

June 9, 1954

Melvin G. McGinn and Frieda A. McGinn, wife
Pekin & Tick Neck Roads
Pasadena, Maryland

Original Amount of Loan		$6,000.00
Interest on Loan		163.53
Ground rent	$45.00	
Taxes	46.27	91.27
		$6,254.80
Less Amount of Payments		69.70
BALANCE DUE BY MORTGAGORS		$6,185.10

THE FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Ralph M. Milbourne
Ralph M. Milbourne, Vice President

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 10th day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Ralph M. Milbourne, Vice President of Fraternity Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true and just 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.

Herbert C. Moore
Notary Public

Filed 11 June, 1954.

No 1.

UNITED STATES
CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 11,010 Equity

Know All Men by These Presents:

That we William C. Rogers
113 E. Baltimore Street, Baltimore 2, Maryland - - - as Principal
and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of
----
-----SIX THOUSAND ($6,000.00)----------Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 10th day of June in the year nineteen hundred and fifty-four.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to Fraternity Federal Savings and Loan Association, bearing date the 18th day of January nineteen hundred and fifty-four, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 808, Folio 278, and William C. Rogers

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

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers

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

William C. Rogers (Seal)

(Seal)

(Seal)

Attest: HERBERT C. MOORE

G. Lee Burgess, Assistant Secretary

UNITED STATES CASUALTY COMPANY,

By J. F. Eierman, Res. Vice President

Approved this 14 June, 1954
John H. Hopkins, Clerk

Filed 14 June, 1954.

Additional bond:

Mortgagee and Attorney's Bond.

LIBER 88 PAGE 356

US 1-369

no 2

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 11,010 Equity

Know All Men by These Presents:

That we William C. Rogers, 113 E. Baltimore Street, Baltimore 2, Maryland as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ONE THOUSAND ($1,000.00) Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 11th day of June in the year nineteen hundred and fifty-four.

Whereas, the above bounden William C. Rogers

by virtue of the power contained in a Mortgage from Melvin G. McGinn and Frieda A. McGinn, his wife, to Fraternity Federal Savings and Loan Association, bearing date the 18th day of January nineteen hundred and fifty-four, and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 808, Folio 278, and William C. Rogers

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

Now the Conditions of this Obligation are Such, That if the above bounden William C. Rogers 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

Herbert C. Moore

Attest: HERBERT C. MOORE

G. Lee Burgess

G.Lee Burgess, Assistant Secretary

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J.F. Eierman, Res. Vice President

Approved this 14 June, 1954

John H. Hopkins, 3rd, Clerk

Filed 14 June, 1954.

WILLIAM C. ROGERS, Attorney	*	IN THE CIRCUIT COURT
Named in Mortgage	*	FOR
vs	*	ANNE ARUNDEL COUNTY
MELVIN G. McGINN and	*	In Equity
FRIEDA A. McGINN, his wife,	*	No 11,010

* * * * * * * * *

REPORT OF SALE

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

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property situate on the southwest side of a 15 ft. road leading to Pekin Road in the Third Election District of Anne Arundel County, Near Tick Neck Road, 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, as prescribed by law, which was duly approved, and having given notice of the time, place manner and terms of sale by advertisements inserted in The Maryland Gazette, a newspaper published in Annapolis, Maryland, for more than three successive weeks preceding the day of said sale, said Attorney named in Mortgage, William C. Rogers, did pursuant to said notice on Monday, the fourteenth day of June, 1954, at 3:00 o'clock p.m., attend at the Court House Door, Church Circle, Annapolis, Maryland, and then and there sold the leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this Report, unto Fraternity Federal Savings and Loan Association at and for the price of $4,400.00, which said sum was the highest amount bid for the property.

WILLIAM C. ROGERS, Attorney named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 15th day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in 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.

Notary Public

Filed 17 June, 1954.

10

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland.

MORTGAGEE'S SALE OF VALUABLE LEASEHOLD PROPERTY SITUATE IN THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, NEAR TICK NECK ROAD

Under and by virtue of a power of sale contained in a Mortgage from Melvin G. McGinn and Frieda A. McGinn, to Fraternity Federal Savings and Loan Association, dated January 18, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 808, folio 278, the undersigned, as Attorney named in said mortgage will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

MONDAY, JUNE 14, 1954,
AT 2 P. M.

All that lot of ground and improvements thereon, in the 3rd Election District of Anne Arundel County, described as follows:

Beginning for the same at a point on the northeast outline of the land belonging to Melvin G. McGinn and Frieda A. McGinn, his wife, at the distance of 1100 feet southeasterly from the southeast side of Tick Neck Road, said point of beginning being on the southwest side of a 15 foot right of way (with the use of same in common) at the distance of 150 feet from the intersection of the said right of way with an old County Road known as Pekin Road, thence binding on said outline South 38 degrees 40 minutes East, 100 feet, thence South 51 degrees, 14 minutes West, 403.52 feet to the southwest outline of the McGinn tract, thence along said outline North 29 degrees, 54 minutes West, 101.2 feet, thence North 51 degrees 14 minutes East, 387.88 feet to the place of beginning. Being Lots Nos. Nineteen (19) and Twenty (20) on a Plat of the McGinn property recorded prior hereto prepared by J. R. McCrone, Jr., Surveyor. Said lot being situate on the southwest side of a 15 road leading to Pekin Road.

Subject to an annual ground rent of Ninety ($90.00) Dollars payable half-yearly on the 17th of May and November.

Improved by a frame dwelling.

Terms of Sale: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes, ground rent and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage,
Rogers Building,
113 E. Baltimore Street,
Baltimore, Maryland.

GEORGE W. SCIBLE, Auctioneer.

ju-10

LIBER 88 PAGE 359

ORDER NISI

William C. Rogers,

Attorney Named in Mortgage

versus

Melvin G. McGinn and

Frieda A. McGinn, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,010 Equity

Ordered, this 17 day of June, 1954, That the sale of the Property in these Proceedings mentioned,

made and reported by William C. Rogers, Attorney named in Mortgage,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of July next.

The report states that the amount of sales to be $ 4,400.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 17 June, 1954.

(Final Order)

William C. Rogers,

Attorney Named in Mortgage

versus

Melvin G. McGinn and

Frieda A. McGinn, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of July, 1954, that the sale made and reported by the 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 Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

Judge.

Filed 30 July, 1954.

11

WINSON G. GOTT, Jr., Attorney
Lee Building
Annapolis, Maryland

MORTGAGEE'S SALE

— OF VALUABLE —

Leasehold Property

SITUATE IN THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, NEAR TICK NECK ROAD

Under and by virtue of a power of sale contained in a Mortgage from Melvin G. McGinn and Frieda A. McGinn, to Fraternity Federal Savings and Loan Association, dated January 18, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 808, folio 278, the undersigned, as Attorney named in said mortgage will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

MONDAY, JUNE 14th, 1954

AT 3 P. M.

All that lot of ground and improvements thereon, in the 3rd Election District of Anne Arundel County, described as follows:

Beginning for the same at a point on the northeast outline of the land belonging to Melvin G. McGinn and Frieda A. McGinn, his wife, at the distance of 1100 feet southeasterly from the southeast side of Tick Neck Road, said point of beginning being on the southwest side of a 15 foot right of way (with the use of same in common) at the distance of 150 feet from the intersection of the said right of way with an old County Road known as Pekin Road, thence binding on said outline South 38 degrees 40 minutes East, 100 feet, thence South 51 degrees, 14 minutes West, 403.52 feet to the southwest outline of the McGinn tract, thence along said outline North 29 degrees, 54 minutes West, 101.2 feet, thence North 51 degrees 14 minutes East, 387.88 feet to the place of beginning. Being Lots Nos. Nineteen (19) and Twenty (20) on a Plat of the McGinn property recorded prior hereto prepared by J. R. McCrone, Jr., Surveyor. Said lot being situate on the southwest side of a 15 road leading to Pekin Road.

Subject to an annual ground rent of Ninety ($90.00) Dollars payable half-yearly on the 17th of May and November.

Improved by a frame dwelling.

TERMS OF SALE: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County; 6% interest to be paid on unpaid purchase money from date of settlement. Taxes, ground rent and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage,
Rogers Building
113 E. Baltimore Street,
Baltimore, Maryland

CAPITAL GAZETTE PRESS ANNAPOLIS, MD.

Filed 18 June 1954

12

I hereby certify that I have this 14th day of June, 1954, sold the within described property to Fraternity Federal Savings & Loan Association at and for the sum of Four Thousand Four Hundred- - Dollars ($4,400.00) - - - - - - - - - - it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer

I hereby certify that I have this day, June 14th, 1954, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Four Thousand Four Hundred- - ($4,400.00) Dollars, and does hereby agree to comply with the terms of sale as set forth om the reverse side hereof.

Fraternity Federal Savings & Loan Association

BY Ralph M Mushaw Vice President

(Purchaser)

Filed 18 June, 1954

13

LIBER 88 PAGE 362 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. 11,010 Equity
WILLIAM C. ROGERS, Attorney Named In Mortgage

Vs.

MELVIN G. McGINN And FRIEDA A. McGINN, His Wife.

Ordered, this 17th day of June, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of July next.

The report states that the amount of sales to be $4,400.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
jy-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 29, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11010

Melvin G. McGinn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of July, 1954. The first insertion being made the 24th day of June, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By L. French

No. M.C.G. 14

Filed 30 July, 1954.

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Melvin G. McGinn
and
Frieda A. McGinn, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,010 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.

August 17, 1954

All of which is respectfully submitted.

Laura K. Giblin
Auditor.

15

Filed 20 Aug., 1954.

Dr. William C. Rogers, Attorney named in Mortgage, vs. Melvin G. McGinn and Frieda A. McGinn, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	162	98	362	98
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	9	00	39	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	45	00		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
U.S. Fidelity & Guaranty Co. - bond premiums	28	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Herbert C. Moore - notary fees	1	50	128	14
To Attorney for Ground Rent, viz:				
Ground rent due 5/17/54 - adjusted to 6/14/54 - 27 days	6	75	6	75
To The Fraternity Federal Savings & Loan Ass'n., mortgagee - this balance on account mortgage claim	3,920	44	3,920	44
			4,457	31
Amount of mortgage claim filed	6,185	10		
Cr. Amount allowed above	3,920	44		
Balance subject to decree in personam	2,264	66		

with William C. Rogers, Attorney named in Mortgage Cr.

1954				
June	14	Proceeds of Sale	4,400 00	
		Interest on deferred payment - one month twenty days	32 50	4,432 50
		Refund 1954 State and County taxes - six months, sixteen days	24 81	24 81
				4,457 31

ORDER NISI LIBER 88 PAGE 366 In the

William C. Rogers,

Attorney named in Mortgage

VERSUS

Melvin G. McGinn

and

Frieda A. McGinn, his wife

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,010 Equity.

ORDERED, This 20 day of August, 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 27 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of September next.

Filed 20 Aug., 1954. John F. Haynes, Jr., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 28 Sept., 1954.

18

LIBER 88 PAGE 367 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. 11,010 Equity

WILLIAM C. ROGERS, Attorney named in Mortgage

Vs.

MELVIN G. McGINN and FRIEDA A. McGINN, his wife.

Ordered, this 20th day of August, 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 27th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-0

No. M. G. 1782

19

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 21, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Account

Equity 11,010

Melvin G. McGinn

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of September, 1954. The first insertion being made the 26th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed 28 Sept., 1954

BLN

LIBER 88 PAGE 368

Irving H. Mezger, Attorney	*	
Named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Myra A. Lineberger and Joseph	*	ANNE ARUNDEL COUNTY
D. Lineberger, her husband.	*	Equity No. 10,881

* * * * * * * * *

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 22 Dec., 1953.

JB

LIBER 88 PAGE 369

LIBER 698 PAGE 330

No. 10,881 Equity

THIS MORTGAGE, Made this 1st day of August - - -, in the year one thousand nine hundred and fifty-two -, between MYRA A. LINEBERGER (sometimes erroneously referred to as Myra D. Lineberger) and JOSEPH D. LINEBERGER, her husband, of the City of Baltimore - - -, 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 Eighteen Thousand Nine Hundred ($18,900.00) - 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 One Hundred Eighty-Four Dollars and Forty-Four Cents ($184.44) commencing on the fifth - - day of September, 1952, and on the fifth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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 Third and Fifth Election Districts of Anne Arundel County - - - - - - - - - - - - - - - - , and described as follows:

~~BEGINNING~~ THE FIRST PARCEL of land located in the Third Election District of Anne Arundel County, being known and designated as Lots Nos. One Hundred Fifty-Seven (157), One Hundred Fifty-Eight (158), One Hundred Fifty-Nine (159) and One Hundred Sixty (160) as shown on the Plat of Forest Glen filed among the Land Records of Anne Arundel County, formerly in Plat Book W.N.W. No. 3, folio 18, but now recorded in Plat Cabinet 1, Rod K, Plat 4, said property located on the Southwesterly side of Forest Glen Drive and running Southwesterly to the shores of Bodkin Creek.

BEING the same lots of ground which by deed dated June 12th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 575, folio 424, were granted and conveyed by Meta Daniels Potter and Thomas Clayton Potter, her husband, to Myra A. Lineberger (erroneously referred to therein as

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

2

Filed 22 Dec., 1953.

Myra D. Lineberger) and Joseph D. Lineberger, her husband.

THE SECOND PARCEL of land located in the Fifth Election District of Anne Arundel County, being known and designated as Lot No. Fourteen (14), Block B on the Plat of Section 1 of Arundel Village Subdivision which plat is recorded in Cabinet 3, Rod E-5, Plat 8 of the Plat Records of Anne Arundel County. The improvements thereon now being known as No. 5331 Wasena Avenue.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Walker and Dunlop, Inc., a body corporate, to Myra A. Lineberger, one of the said mortgagors.

THE THIRD PARCEL of land located in the Fifth Election District of Anne Arundel County being known and designated as Lot No. Forty-Seven (47), Block E on the Plat of Section 1 of Arundel Village Subdivision which Plat is recorded in Cabinet 3, Rod E-5, Plat No. 8 of the Plat Records of Anne Arundel County. The improvements thereon now being known as No. 516 Wood Street.

BEING the same lot of ground which by deed dated February 7th, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 613, folio 168, was granted and conveyed by Russell E. Harrington and Vena T. Harrington, his wife, to Myra A. Lineberger, one of the said mortgagors.

THE FOURTH PARCEL of land located in the Fifth Election District of Anne Arundel County being known and designated as Lot No. Thirty-Nine (39), Block F, on the Plat of Section 1 of Arundel Village Subdivision which plat is recorded in Cabinet 3, Rod E-5, Plat 8 of the Plat Records of Anne Arundel County. The improvements thereon now being known as No. 600 Wood Street.

BEING the same lot of ground which by deed dated January 20th, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 556, folio 62, was granted and conveyed by Amos V. Willis and Virginia Grace Willis, his wife, to Myra A. Lineberger, one of the said mortgagors.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

BEING

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 first parcel of ground and premises unto the said mortgagee, its successors and assigns, in fee simple,

TO HAVE AND TO HOLD the second, third and fourth parcels subject to the payment of the annual rent of Sixty ($60.00) Dollars, each, payable respectively (a) on the first days of February and August, (b) on the fourteenth days of March and September, and (c) on the sixteenth days of June and December, in each and every year, unto the said mortgagee, its successors and assigns,

PROVIDED, however, if the said mortgagors, their heirs, personal representatives or assigns, shall make or cause to be made the payments, and perform and comply with the covenants and conditions herein mentioned on their part to be made and done, then this mortgage shall be void.

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the

MEZGER & MEZGER
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 sucoessors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the fifth day of eaoh and every month the sum of Forty-Four ($44.00) Dollars - - - - - - - - - - - - - for the payment of all taxes, insuranoe, 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 oentum (6%) per annum from the date of said payment, and the said mortgagee, its suooessors 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 beoome so much additional indebtedness seoured by this mortgage and be inoluded in any deoree foreclosing this mortgage, or in any sale of the premises for the foreolosure 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 sucoessors 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 oomply with said demand of the mortgagee, its suooessors or assigns, for a period of thirty days shall oonstitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notioe, institute prooeedings to foreolose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any aotion to foreclose it, shall be entitled (without regard to the adequaoy of any seourity for the debt) to the appointment of a Reoeiver to oollect the rents and profits of said premises and

MEZGER & MEZGER
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 Artiole 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 inoident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney oonducting 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 suooessors 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 applioable to all genders.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Jane E. Bruce

Myra A. Lineberger (SEAL)
Myra A. Lineberger

Joseph D. Lineberger (SEAL)
Joseph D. Lineberger

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 1st day of August - - 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Myra A. Lineberger and Joseph D. Lineberger, her husband - known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce
Notary Public

My Commission Expires May 4th, 1953.

Recorded: August 2, 1952 at 10 A.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

52-304

LIBER 88 PAGE 375

3140 (2)

MORTGAGE

From:

Myra A. Lineberger
and
Joseph D. Lineberger,
her husband

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

THIRD ELECTION DISTRICT
FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 2 Day of Aug 1952, at 10 A.M. and the same day recorded in Liber J.H.H., No. 698 Fol. 330, Land Records of Anne Arundel County.
John H. Hopkins 3d Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND

FILED 5.00

15.40

LIBER 88 PAGE 376

STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney named in Mortgage

vs.

Myra A. Lineberger and Joseph D. Lineberger, her husband

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10,881

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under mortgage from Myra A. Lineberger and Joseph D. Lineberger, her husband, to the said Arundel Federal Savings and Loan Association of Baltimore City dated August 1st, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 698, folio 330.

Original Amount of Mortgage		$18,900.00
Less - Total amount paid on account of principal	$3,413.69	
Plus - Expense Account	171.86	3,241.83
Net Balance		$15,658.17
Plus Accumulated interest to March 31st, 1954 (with interest thereafter at the rate of 6% per annum)		233.48
Total balance due account of mortgage indebtedness		$15,891.65

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 19th day of March in the year nineteen hundred and fifty-four, 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
Joan M. Krager Notary Public

9

Filed 20 Mar., 1954

LIBER 88 PAGE 377

Milita— 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.

Myra A. Lineberger and Joseph D. Lineberger, her husband

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10,881

~~Docket XXXXXXXXXXXX Folio XXXXX~~

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
John P. Helmer, *Affiant.*
President

Subscribed and sworn to before me this 19th day of March 1954

Joan M. Krager *Notary Public*

NOTARY PUBLIC

Filed 20 Mar., 1954.

10

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 10,881 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger, Park Avenue Building, Park Avenue and Saratoga Street,

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Sixteen Thousand and 00/100 ($ 16,000.00) . . . . . *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* 1st *day of* March *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Myra A. Lineberger and Joseph D. Lineberger, her husband *to* Arundel Federal Savings & Loan Association

dated August 1st, 1952 *and recorded in Liber* JHH *No.* 698 *folio* 330 *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]

L. Pill

ATTEST:

MARYLAND CASUALTY COMPANY

By Ralph C. Holliday - Attorney-in-fact

Approved this 20 Mar., 1954.
John H. Hopkins, 3rd, Clerk

Filed 20 Mar., 1954.

LIBER 88 PAGE 379

STATE OF MARYLAND, Baltimo ity, 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 1st day of March 19 54 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

Mortgagee or Attorneys' Bond

BOND APPROVED

Clerk

vs.

Filed 193

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
Myra A. Lineberger and Joseph D. Lineberger, her husband	*	Equity No. 10,881

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

CERTIFICATION

We hereby certify, that on the 26th day of March, 1954, we sold at public auction for the highest price obtainable to Herbert J. McCormick - the property described as follows:

> Being all those lots of ground situate and lying in the Third Election District, Anne Arundel County, Maryland and known as Lots Nos. 157, 158, 159, 160, Plat of Forest Glen, as fully described in the mortgage from Myra A. Lineberger and Joseph D. Lineberger, her husband, dated August 1st, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 698, folio 330,

at and for the price of Eight Thousand Fifty-five ($8,055.00) 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 $8,055.00

Withess my hand and seal this 26th day of March, 1954.

Herbert J. McCormick (SEAL)
Herbert J. McCormick

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 2 Apr., 1954.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Myra A. Lineberger and Joseph D. Lineberger, her husband.	*	ANNE ARUNDEL COUNTY
	*	Equity No. 10,881

* * * * * * * * * * *

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 Myra A. Lineberger and Joseph D. Lineberger, her husband, 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, March 26th, 1954 at 3:45 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and known as Lots Nos. 157, 158, 159, and 160, Plat of Forest Glen, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Herbert J. McCormick at and for the sum of Eight Thousand Fifty-five ($8,055.00) Dollars, a deposit of Seven Hundred Fifty ($750.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum 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 1st day of April in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

13

Filed 2 Apr., 1954

Irving H. Mezger, Attorney named in Mortgage, 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 as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joan M. Krager Notary Public

My Commission Expires May 2nd, 1955.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,881
vs.	*	
Myra A. Lineberger and Joseph D. Lineberger, her husband.	*	

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

CERTIFICATION

We hereby certify, that on the 26th day of March, 1954, we sold at public auction for the highest price obtainable to Herbert Kaufman - the property described as follows:

> Being all that lot of ground situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and known as Lot No. 47, Block E, Plat of Section 1 of Arundel Village Subdivision (516 Wood Street), as fully described in the mortgage from Myra A. Lineberger and Joseph D. Lineberger, her husband, dated August 1st, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 698, folio 330,

at and for the price of Forty-four Hundred Thirty-five ($4,435.00) 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.
John M. Miller, Jr., Vice-President

NEWELL CO INC

We hereby certify that we purchased the above described property at and for the price of $4435.00

In Testimony Whereof, the said body corporate has caused these presents to be signed by Meyer Mindel, its Vice President.

The Melton Realty Company
By Meyer Mindel
Meyer Mindel, Vice-President

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

15

Filed 2 apr., 1954.

LIBER 88 PAGE 384

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Myra A. Lineberger and Joseph D. Lineberger, her husband.	*	Equity No. 10,881

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

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 Myra A. Lineberger and Joseph D. Lineberger, her husband, 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 leasehold 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, March 26th, 1954 at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Anne Arundel County, Maryland and known as No. 516 Wood Street, and more particularly described in said mortgage, together with the improvements thereon, subject to an annual ground rent of Sixty ($60.00) Dollars, to The Melton Realty Company at and for the sum of Forty-four Hundred Thirty-five ($4,435.00) Dollars, a deposit of Seven Hundred Fifty ($750.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum 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 1st day of April in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared

Filed 2 Apr, 1954

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

16

Irving H. Mezger, Attorney named in Mortgage, 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 as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joan M. Krager Notary Public

My Commission Expires May 2nd, 1955.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Irving H. Mezger, Attorney named in Mortgage vs. Myra A. Lineberger and Joseph D. Lineberger, her husband.	* * * * * * *	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,881

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

CERTIFICATION

We hereby certify, that on the 26th day of March, 1954, we sold at public auction for the highest price obtainable to Herbert Kaufman, - the property described as follows:

> Being all that lot of ground situate and lying in the Fifth Election District, Anne Arundel County, Maryland, and known as Lot 39, Block F, Plat of Section 1 of Arundel Village Subdivision (600 Wood Street), as fully described in the mortgage from Myra A. Lineberger and Joseph D. Lineberger, her husband, dated August 1st, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 698, folio 330,

at and for the price of Forty-seven Hundred Ten ($4,710.00) 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. (SEAL)
John M. Miller, Jr., Vice President

E. T. NEWELL CO. INC.

We hereby certify that we purchased the above described property at and for the price of $4710.00

Witness my hand and seal this 26th day of March, 1954.

Herbert Kaufman

By David Lipnick (SEAL)
David Lipnick

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

18

Filed 2 Apr., 1954

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Myra A. Lineberger and Joseph D. Lineberger, her husband.	*	Equity No. 10,881

* * * * * * * * * * *

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 Myra A. Lineberger and Joseph D. Lineberger, her husband, 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 leasehold 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, March 26th, 1954 at 2:10 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Fifth Election District, Anne Arundel County, Maryland, and known as No. 600 Wood Street, and more particularly described in said mortgage, together with the improvements thereon, subject to an annual ground rent of Sixty ($60.00) Dollars, to Herbert Kaufman at and for the sum of Forty-seven Hundred Ten ($4,710.00) Dollars, a deposit of Seven Hundred Fifty ($750.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six (6%) per annum 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 1st day of April in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared

Filed 2 apr., 1954

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

19

Irving H. Mezger, Attorney named in Mortgage, 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 as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Joan M. Krager Notary Public

My Commission Expires May 2nd, 1955.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 88 PAGE 389

ORDER NISI

Irving H. Mezger,
Attorney Named in Mortgage

versus

Myra A. Lineberger and
Joseph D. Lineberger, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,881 Equity

Ordered, this 2 day of April, 19 54, That the sale of the Properties 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 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.

The report ~~states~~ that the amount of sales to be $ 17,200.00.

John W. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 2 Apr., 1954.

Irving H. Mezger,
Attorney Named in Mortgage

versus

Myra A. Lineberger and
Joseph D. Lineberger, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of May, 19 54, 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.

Filed 11 May, 1954

21

LIBER 88 PAGE 390

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,881 Equity
IRVING H. MEZGER, Attorney Named In Mortgage

Vs.

MYRA A. LINEBERGER And JOSEPH D. LINEBERGER, Her Husband.

Ordered, this 2nd day of April, 1954; That the sales of the properties 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 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.

The reports state that the amount of sales to be $17,200.00.

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

a-29

No. M. G. 611

22

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 29, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10881

Myra A. Lineberger

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 10th day of May, 1954. The first insertion being made the 16th day of April, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 30 Apr., 1954.

In the Case of

Irving H. Mezger,
Attorney named in Mortgage
vs.
Myra A. Lineberger
and
Joseph D. Lineberger, her husband

In the
Circuit Court
For
Anne Arundel County
No. 10,881 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.

July 9, 1954

All of which is respectfully submitted.

Laura N. Jickling
Auditor.

23 *In the Case of* Filed 15 July, 1954

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Myra A. Lineberger and Joseph D. Lineberger, her husband in ac.

To Attorney for Fee, viz:	50 00		
To Attorney for commissions on $8,055.00 sale, viz:	275 08		
To Attorney for commissions on $4,435.00 sale, viz:	164 06		
To Attorney for commissions on $4,710.00 sale, viz:	172 53	661	67
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	23 00		
Auditor - stating this account	27 00	60	00
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale Forest Glen property	31 24		
Capital-Gazette Press - advertising sale of #516 Wood Street	31 24		
Capital-Gazette Press - advertising sale of 600 Wood Street	31 24		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
The Sun - advertising sale Forest Glen property	9 30		
The Sun - advertising sale of #516 Wood St.	10 20		
The Sun - advertising sale of #600 Wood St.	8 70		
Maryland Casualty Co. - bond premium	64 00		
E. T. Newell & Co., Inc - auctioneer's commission on sale Forest Glen property	70 00		
E. T. Newell & Co., Inc. - auctioneer's commission on sale #516 Wood St.	50 00		
E. T. Newell & Co., Inc. - auctioneer's commission on sale #600 Wood St.	50 00		
One-half documentary stamps (first sale)	9 35		
One-half documentary stamps (second sale)	4 95		
One-half documentary stamps (third sale)	5 50		
Joan M. Krager - notary fees	2 50	392	22
To Attorney for Taxes, viz:			
1954 State and County Taxes on Forest Glen property (adjusted to 3/26/54)	16 36		
1954 State and County Taxes on #516 Wood Street (adjusted to 3/26/54)	14 78		
1954 State and County taxes on #600 Wood Street (adjusted to 3/26/54)	15 54	46	68

To Attorney for Benefit Charges, viz:		
Anne Arundel County Sanitary Commission- water and sewer benefit charges (516 Wood Street)- 2 months 26 days	2 56	
Metered water to 3/26/54	1 46	4 02
To Attorney for Rent Adjustments, viz:		
Ground rent on #516 Wood Street due 3/14/54	30 00	
Ground rent on #516 Wood Street to 3/26/54	2 00	
Ground rent on #600 Wood Street from 6/16/53 to 3/26/54	46 67	
House rent on #600 Wood Street for ten days to 3/26/54	26 60	105 27
To Arundel Federal Savings & Loan Ass'n of Baltimore City, first mortgagee - in full for mortgage claim	15,891 65	15,891 65
To Howard Williams, second mortgagee - this balance on account mortgage claim	227 54	227 54
		17,389 05
Amount of second mortgage claim filed	2,306 33	
Interest thereon from 9/23/52 to 3/26/54	208 72	
	2,515 05	
Cr. Amount allowed above	227 54	
Balance due	2,287 51	

with

Irving H. Mezger, Attorney named in Mortgage

Cr.

Proceeds of Sale of Lots No.s 157, 158, 159 and 160 Forest Glen	8,055 00	
Interest on deferred payment - 3 months 4 days	114 45	8,169 45
Proceeds of Sale of #516 Wood St., Arundel Village	4,435 00	
Interest on deferred payment - 1 month 25 days	33 68	4,468 68
Proceeds of Sale #600 Wood St., Arundel Village	4,710 00	
Interest on deferred payment - 2 months 2 days	40 92	4,750 92
		17,389 05

25

LIBER 88 PAGE 395

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

VERSUS

Myra A. Lineberger
and
Joseph D. Lineberger,
her husband

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,881 Equity.

ORDERED, This 15 day of July, 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 23 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of August next.

Filed 15 July 1954 John H. Hopkins 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of August, 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 Aug., 1954.

26

LIBER 88 PAGE 396 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 6, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq - 10881

Myra A. Lineberger

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 23rd day of August, 1954. The first insertion being made the 22nd day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 18 Aug., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,881 Equity

IRVING H. MEZGER, Attorney named in Mortgage

Vs.

MYRA A. LINEBERGER and JOSEPH D. LINEBERGER her husband.

Ordered, this 15th day of July, 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 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

R-5

No. M. G. 1442

27

LIBER 88 PAGE 397

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	BALTIMORE COUNTY
EARL W. WILT AND PAULINE J. WILT, his wife	:	(In Equity) No. 11,024

Mr. Clerk:

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

1. Original Mortgage from the said Earl W. Wilt and Pauline J.Wilt, his wife to Washington Irving Trust Company, dated June 5th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 297 folio 373, which Mortgage by Long Assignment from said Washington Irving Trust Company, dated July 30th, 1947, and recorded among the aforesaid Land Records in Liber J.H.H. No. 720 folio 392 is now vested in The County Trust Company.

Walter S. Calwell

Walter S. Calwell -
Attorney Named in Mortgage

John E. Starr

John E. Starr - Solicitor

Filed 26 May, 1954

LIBER 88 PAGE 398

FHA Form No. 3127-h
(For use under Section 603)
(Revised 10-1-42)

MORTGAGE

No. 11,024 Equity

THIS MORTGAGE, Made this 5th day of June, A. D. 19 47, by and between EARL W. WILT AND PAULINE J. WILT, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and WASHINGTON IRVING TRUST COMPANY a corporation organized and existing under the laws of the State of NEW YORK, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor ~~is a member of the said body corporate and~~ has received ~~therefrom~~ an advance of SIX THOUSAND Dollars ($ 6,000.00), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.

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

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIX THOUSAND Dollars ($ 6,000.00), with interest from date at the rate of four per centum (4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of Washington Irving Trust Company, in Tarrytown, Westchester County, New York ~~Maryland~~ or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE and 68/100 Dollars ($ 31.68), commencing on the first day of August, 19 47, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 72. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Commissioner.

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

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

16—20920-1

BEING known and designated as Lot No. 20 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3Rod E-4 Plat No. 10. The improvements thereon are known as 4938 (formerly 238) Brookwood Road.

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

TOGETHER with and including as part of the building and improvements erected on the aforesaid lot or parcel of ground, plumbing accessories, laundry tray, kitchen cabinets (2), kitchen ranges (2), light fixtures, screens, water heater, all of which accessories and equipment are herewith declared to be, by the said Mortgagors, fixtures and permanent additions to the realty and intended to be included as part of the security for this Mortgage.

Plaintiff's Exhibit A.

Filed 26 May, 1954.

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

TO HAVE AND TO HOLD the said lot(s) of ground and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rent of Seventy-eight ($78.00) Dollars, payable half-yearly on the 15th. days of June and December.

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

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

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

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

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

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

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

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

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

3

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

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

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

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

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

7. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within-described property without the written consent of the Mortgagee.

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

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

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

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

Witness:

J. Hodge Smith
J. HODGE SMITH

Earl W. Wilt [SEAL]
EARL W. WILT

Pauline J. Wilt [SEAL]
PAULINE J. WILT

[SEAL]

[SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this 5th day of June 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County / ~~aforesaid~~, personally appeared EARL W. WILT AND PAULINE J. WILT, his wife, the above named Mortgagors, and they acknowledged the foregoing Mortgage to be their act.

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

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

J. Hodge Smith
J. HODGE SMITH Notary Public.

FORM APPROVED ...
READY FOR RECORD ...

(2)

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE

EARL W. WILT AND PAULINE J. WILT his wife,
TO
WASHINGTON IRVING TRUST COMPANY

Received for Record June 13 1947 at 1-30 o'clock P. M. 9444
Same day recorded in Liber No. 2444 Folio 373 etc., one of the Mortgage Records of Ann County and examined per [signature], Clerk.
Cost of Records, $

No. ...
Insured under Section 603 of The National Housing Act and Regulations of the Federal Housing Commissioner for War Housing Insurance
Dated March 31, 1941
as amended ...
FEDERAL HOUSING COMMISSIONER
By ... (Authorized agent)
Date ...
Reference is made to the Act and to the Regulations thereunder covering assignments of the insurance protection on this note.

U. S. GOVERNMENT PRINTING OFFICE 16—20920-1

LIBER 88 PAGE 402

No. 11,024 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 21st day of June 1954 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendants Earl W. Wilt and Pauline J. Wilt, his wife against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein, that Earl W. Wilt is about thirty-five years old, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE, MD.

6

LIBER 88 PAGE 403

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

EARL W. WILT AND

PAULINE J. WILT, his wife

IN THE

Circuit Court for ANNE ARUNDEL County

IN EQUITY.

No. 11,024

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from Earl W. Wilt and Pauline J. Wilt, his wife

to Washington Irving Trust Company

dated the 5th day of June 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 720 Folio 373

Amount of loan	$6,000.00
Less - amount paid on principal	993.41
	5,006.59
Plus - unpaid interest to 6/22/1954	145.19
Plus - overdraft in expense account	32.40
	5,184.18

CITY

STATE OF MARYLAND, OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 21st day of June in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, holder of the Mortgage

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

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Filed 22 June, 1954.

7

Mortgagee and Attorney's Bond.

LIBER 88 PAGE 404
Bond No. 152751

I-369

No. 11,024 Equity

120 ST PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N Y

Know All Men by These Presents:

That we Walter S. Calwell, Baltimore Federal Building, Baltimore 2, Maryland, as Principal and **NEW AMSTERDAM CASUALTY COMPANY,** a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of - - - - - - - - - - - - - FIFTY-FIVE HUNDRED ($5,500.00) - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 21st day of June in the year nineteen hundred and fifty-four

Whereas, the above bounden Walter S. Calwell, Attorney Named in Mortgage by virtue of the power contained in a Mortgage from Earl W. Wilt and Pauline J. Wilt, his wife to Washington Irving Trust Company bearing date the 5th day of June nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 720, Folio 373, and Walter S. Calwell

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

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

Signed, Sealed and Delivered in the presence of

Clara M. Link

Attest:

A. Reid Johnson

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By Carlos C. Boaz

Approved this 22 June, 1954
John H. Hopkins, 3rd, Clerk
Filed 22 June, 1954.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
EARL W. WILT AND PAULINE J. WILT, his wife	:	No. 11,024

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated June 5th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 720 folio 373 from said Earl W. Wilt and Pauline J. Wilt, his wife to the Washington Irving Trust Company, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful disdharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Evening Capital" - "Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 22nd day of June, 1954 at three P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County being known and designated as Lot No. 20 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat 10, the improvements whereon are known as No. 4938 (formerly 238) Brookwood Road, being more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 26 June, 1954.

9

The said leasehold property was sold to The County Trust Company, at and for the sum of Fifty-five Hundred ($5500.00) Dollars, said purchaser being then and there the highest bidder, subject to the payment of an annual ground rent of Seventy-eight ($78.00) Dollars.

Walter S. Calwell -
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of June, 1954 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage, and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building
Baltimore, 2, Md.

ATTORNEY'S SALE
OF VALUABLE
LEASEHOLD PROPERTY

4938 (formerly 238) Brookwood Road
Brookwood, Fifth District of
Anne Arundel County, Maryland

Under and by virtue of the power and authority contained in a Mortage from Earl W. Wilt and Pauline J. Wilt, his wife to Washington Irving Trust Company, dated June 5th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 297 folio 373 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction at the Court House Door in Annapolis, on

TUESDAY, JUNE 22ND, 1954
At 3 P. M. (E.D.T.)

All that leasehold lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:—

Being known and designated as Lot No. 20 as laid down and shown on the Plat of Brookwood, which Plat is duly recorded among the Land Records of Anne Arundel County in Cabinet No. 3 Rod E-4 Plat No. 10; the improvements whereon are known as No. 4938 (formerly 238) Brookwood Road.

Subject to the payment of an annual ground rent of $78.00.

The improvements thereon consist of a 2 story, brick, row, 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE — A cash deposite of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel and to bear interest from date of sale to settlement. Taxes, ground rent and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL
Attorney

Sam W. Pattison & Co., Auctioneers,
Ju-

10

LIBER 88 PAGE 407

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Earl W. Wilt And
Pauline J. Wilt, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,024 Equity

Ordered, this 26 day of June, 19 54, That the sale of the Property in these Proceedings mentioned,

made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of August next.

The report states that the amount of sales to be $ 5,500.00.

John H. Hopkins, 2nd Clerk.

True Copy,

TEST: Clerk.

Filed 26 June, 1954

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Earl W. Wilt And
Pauline J. Wilt, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 3 d day of August, 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 Michaelson
Judge.

Filed 3 Aug., 1954

LIBER 88 PAGE 408

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, 1954

We hereby certify, that the annexed

Order Nisi - Sale

Eq. - 11,024

Earl W. Wilt.

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 August, 1954. The first insertion being made the 1st day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel T. Wightman

Filed 31 July, 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,024 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

EARL W. WILT And PAULINE J. WILT, His Wife.

Ordered, this 26th day of June, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of August 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.

jy-22

No. M.G. 1064

1"

LIBER 88 PAGE 409

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

VS.

Earl W. Wilt
and
Pauline J. Wilt, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,024 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.

August 23, 1954

All of which is respectfully submitted.

Laura K. Jackelung
Auditor.

Filed 26 Aug., 1954

13

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Earl W. Wilt and Pauline J. Wilt, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	195	00	245	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	13	50	42	25
To Attorney for Expenses, viz:				
Capi tal-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - ordernisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	22	00		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Clara M. Link - notary fees	1	25	103	30
To Attorney for Ground Rent, viz:				
Ground rent due 6/15/54 ($39.00) - seven days	1	50	1	50
To The County Trust Company, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	5,158	73	5,518	73
			5,550	78
Amount of mortgage claim filed	5,184	18		
Cr. Amount allowed above	5,158	73		
Balance subject to decree in personam	25	45		

14

with Walter S. Calwell, Attorney named in Mortgage Cr.

1954						
June	22	Proceeds of Sale	5,500	00	5,500	00
		Refund 1954 State and County taxes ($97.24) - 6 months 8 days	50	78	50	78
					5,550	78

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Earl W. Wilt

and

Pauline J. Wilt, his wife

LIBER 88 PAGE 412

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,024 Equity.

ORDERED, This 26 day of August, 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 4 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4 day of October next.

John H. Hopkins, 3rd, Clerk.

Filed 26 Aug 1954

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of October, 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge.

Filed 5 Oct, 1954

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

16

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,024 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
EARL W. WILT and PAULINE J. WILT, his wife.

Ordered, this 26th day of August, 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 4th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of October next.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 1, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 11024

Earl W. Wilt

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 4th day of October, 1954. The first insertion being made the 2nd day of September, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M.G. 1855

17

Filed 1 Oct., 1954

IN THE MATTER OF	:	IN THE
THE SALE OF THE		CIRCUIT COURT
MORTGAGED REAL ESTATE	:	FOR
OF MILTON CHARLES WEISENBURG		ANNE ARUNDEL COUNTY
and	:	
ELIZABETH T. WEISENBURG, his wife	:	NO. 10998 EQUITY

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

Mr. Clerk:

Please docket this suit for foreclosure and file the original Mortgage as "Exhibit A".

John G. Rouse, Jr.
Assignee for Purposes of
Foreclosure
18 West Street
Annapolis, Maryland

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

Filed 4 May, 1954.

LIBER 88 PAGE 414

"EXHIBIT A"

LIBER 677 PAGE 159

VA Form 4-6318 (Home Loan). April 1951. Use optional. Servicemen's Readjustment Act (38 U. S. O. A. 694 (a)). Acceptable to RFO Mortgage Co.

MARYLAND

No. 10,998 Equity

MORTGAGE

THIS MORTGAGE, made this 17th day of April, A. D. 1952, by and between MILTON CHARLES WEISENBURG, and ELIZABETH I. WEISENBURG, his wife,

of Anne Arundel County- - - - - - - - - - - - - , in the State of Maryland, hereinafter called the Mortgagor, and FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION- - - a body corporate, duly incorporated,- a corporation organized and existing under the laws of the hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of SIXTY-EIGHT HUNDRED - - - - - - - - - - - - - - - - - Dollars ($6800.00- -), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four- - - - - - - - - per centum (- - -4%) per annum until paid, principal and interest being payable at the office of FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION- - - in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FORTY-ONE DOLLARS AND TWENTY-ONE CENTS ($41.21- - -), commencing on the first day of MAY - - - - - , 1952, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of APRIL - - - - - - - - , 1972. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County- - - - - - - - - - - - - - - - , in the State of Maryland, to wit:

BEGINNING for the same on the northwest side of Riverside Road fifty feet wide at the distance of eighty-two feet southwesterly from the southwest side of Edgevale Road forty feet wide and at a point in a line with the center of the partition wall between the house on the lot being described and the house on the lot adjoining on the northeast thence southwesterly binding on the northwest side of Riverside Road sixteen feet to a point in a line with the center of another partition wall thence northwesterly to and through the center of said wall to the end thereof and continuing the same course in all ninety feet to the southeast side of an alley fifteen feet wide thence northeasterly binding thereon with the use thereof in common with others sixteen feet to a point in a line with the center of the partition wall first herein mentioned thence southeasterly to and through the center of said wall and continuing the same course in all ninety feet to the place of beginning. Being and comprising house and lot known as No. 208 Riverside Road.

BEING the same lot of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by EDWARD S. AYRES and EMMA AYRES, his wife, to MILTON CHARLES WEISENBURG and ELIZABETH I. WEISENBURG, his wife, the within Mortgagors.

THE Mortgagors covenant and agree that so long as this mortgage and the said note secured hereby are insured under the provisions of the National Housing Act, they will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed. Upon any violation of this undertaking the Mortgagee may at its option declare the unpaid balance of the debt secured hereby immediately due and payable.

Exhibit A (55)

* Delete italicized words if Mortgagee is not a building and loan association.

16—42520-4

Filed 4 May, 1954.

LIBER 88 PAGE 415
LIBER 677 PAGE 160

(56)

Philadelphia, Pa.
April 26, 1954

The within Mortgage is hereby assigned to John G. Rouse, Jr., for the purpose of foreclosure proceedings.

Witness:

John R. Reed

FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY Arthur A. Gretz
Arthur A. Gretz
Attorney-in-Fact
Pursuant to Power of Attorney dated March 16, 1951, recorded June 13, 1951 in Liber J.H.H. 627, Folio 175.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

Baltimore, Maryland

August 26, 1952

FOR VALUE RECEIVED, and without recourse, we, the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, hereby assign the within Mortgage unto the Federal National Mortgage Association, Philadelphia, Pennsylvania.

AS WITNESS the seal of the said body corporate and the signature of Thomas J. Stoddard, President thereof, duly authorized and attested:

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By Thomas J. Stoddard (SEAL)
Thomas J. Stoddard, President

Attest: Ralph M. Milbourne

TO HAVE AND TO HOLD the above described property and improvements unto 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 $66.00, payable half-yearly on the 1st days of January and July, in each and every.

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

16—49890-3

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

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

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

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty- - -days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or WILLIAM C. ROGERS,- - - - - - - - , its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, 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 thereto, or any supplement, amendment, or

(57)

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of ONE HUNDRED Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Kathryn A. Quantt
KATHRYN A. QUANTT

Milton Charles Weisenburg (SEAL)
MILTON CHARLES WEISENBURG

Elizabeth I. Weisenburg (SEAL)
ELIZABETH I. WEISENBURG

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 17th day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared MILTON CHARLES WEISENBURG and ELIZABETH I. WEISENBURG, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Kathryn A. Quantt
KATHRYN A. QUANTT *Notary Public.*

My commission exnires May 4th, 1953.

Recorded- 22nd April, 1952, at 9 A.M.

STATE OF MARYLAND

Mortgage

FROM
MILTON CHARLES WEISENBURG and
ELIZABETH I. WEISENBURG, his wife,

TO
FRATERNITY FEDERAL SAVINGS
AND LOAN ASSOCIATION

Received for Record April 22 1952 at 9 o'clock A. M.
Same day recorded in Liber 671 Folio 162 &c.,
No. 677 one of the Land Records of
and examined por
Cost of Record, $, Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—49860-4

LIBER 88 PAGE 418

SHORT ASSIGNMENT

OF MORTGAGE

FROM

FRATERNITY FEDERAL SAVINGS

AND LOAN ASSOCIATION

TO

FEDERAL NATIONAL MORTGAGE

ASSOCIATION

PHILADELPHIA, PENNSYLVANIA

BLOCK

Received for Record 3 Sept. 1952

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

Recorded in Liber ~~M. L. P.~~ J. H. H. *No.* 677

Folio 162 *etc., one of the* Land

Records of ~~Baltimore City~~ A. A. Co. *, and examined.*

Per

John H. Hopkins Jr.

Pl. 75¢ *Clerk.*

Wm. C. Rogers D.P. 1.00

6

58A

IN THE MATTER OF THE SALE	:	IN THE CIRCUIT COURT
OF THE MORTGAGED REAL ESTATE	:	FOR
OF	:	ANNE ARUNDEL COUNTY
MILTON C. WEISENBERG and ELIZABETH WEISENBERG	:	NO. 10,998 EQUITY
	:	

: : ; : : : : : : : : : : :

STATEMENT OF MORTGAGE DEBT

1.	Unpaid principal balance on 7-1-53	$6324.06
2.	Advances for account:	
	(a) ground rent advanced 1-15-54	33.00
	(b) 1954 real estate taxes 5-14-54	32.11
3.	Unpaid interest on 1. above from 7-1-53 thru 5-14-54	220.64
4.	Unpaid interest on 2(a) above from 1-15-54 thru 5-14-54	.44
5.	Net indebtedness to Federal Nat'l.-Mtge. Assn. on 5-14-54	$6610.25
6.	Accruals to be added to indebtedness after 5-14-54	
	(a) Daily interest accrual on 1. above	0.702
	(b) Daily interest accrual on 2(a) above & 2(b)	0.007

Total

L. J. Shackleford
L. J. Shackleford

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

I HEREBY CERTIFY, that on this 14th day of May, 1954, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared L.J. Shackleford, Chief, Fiscal Division, Philadelphia Agency, Federal National Mortgage Association, and made oath in due form of law that the above statement of Mortgage Claim is correct to the best of his knowledge and belief.

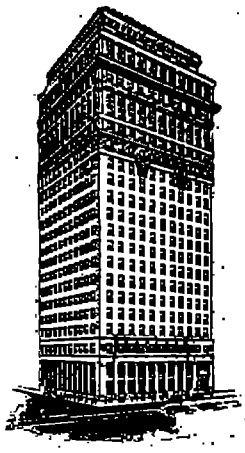
AS WITNESS my hand and Notarial Seal.

Joseph Louis Rocco
Notary Public

NOTARY PUBLIC
[illegible] Expires February 2, 1957

Filed 24 May, 1954

LIBER 88 PAGE 420



COMPANY'S HOME OFFICE BUILDING
100 BROADWAY, NEW YORK.

American Surety Company
OF NEW YORK.

ORGANIZED 1884.

No 10,998 Equity

KNOW ALL MEN BY THESE PRESENTS: That JOHN G. ROUSE, JR., Trustee of Annapolis, Maryland as principal, and the American Surety Company of New York, a body corporate, duly authorized by its charter to become sole surety on bonds, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of SEVEN THOUSAND FIVE HUNDRED 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 2nd day of June in the year of our Lord nineteen hundred and fifty-four.

WHEREAS, the above bounden JOHN G. ROUSE, Jr. by virtue of a power contained in a mortgage for MILTON C. WEISENBERG AND ELIZABETH WEISENBERG his wife to FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION dated April 17th, 1952 and recorded among the land records of Anne Arundel County in liber J.H.H., No.677 folio 160 which said mortgage was short assigned to FEDERAL NATIONAL MORTGAGE ASSOCIATION and thereafter assigned to JOHN G. ROUSE, jr. for purposes of foreclosure and whereas, the said JOHN G. ROUSE, Jr., assignee is about to sell the land and premises described in said mortgage, default having occured thereunder.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden JOHN G. ROUSE, Jr. do and shall well and faithfully perform the trust reposed in him 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 mortgage 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
Charlotte C. Dudrow

John G. Rouse Jr. Trustee (SEAL)

AMERICAN SURETY CO. OF NEW YORK

By _____
Thomas G. Basil
Attorney in fact

Approved this 8 June, 1954
John H. Hopkins, 3rd, Clerk.

Filed 8 June, 1954

8

ROUSE AND ITON
18 West S. t,
Annapolis, Maryland.

ASSIGNEE'S SALE
OF VALUABLE IMPROVED
LEASEHOLD PROPERTY

Under and by virtue of a power of sale contained in a mortgage from Milton Charles Weisenberg and Elizabeth I. Weisenberg to Fraternity Federal Savings & Loan Association, dated April 17, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 677 Folio 159, which mortgage was short assigned to Federal National Mortgage Association and default having occurred thereunder was thereafter assigned to John G. Rouse, Jr., Assignee, for the purpose of foreclosure; the undersigned assignee will sell at public auction at the Court House door in the City of Annapolis on Tuesday, July 6, 1954 at 11 o'clock A. M. the following described parcel of land lying and being in the Fifth Election District of Anne Arundel County, State of Maryland:

Beginning for the same on the Northwest side of Riverside Road 50 feet wide at the distance of 82 feet southwesterly from the Southwest side of Edgevale Road 40 feet wide and at a point in a line with the center of the partition wall between the house on the lot being described and the house on the lot adjoining on the Northeast thence Southwesterly binding on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall thence Northwesterly to and through the center of said wall to the end thereof and continuing the same course in all 90 feet to the Southeast side of an alley 15 feet wide thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first herein mentioned thence Southeasterly to and through the center of said wall and continuing the same course in all 90 feet to the place of beginning.

The property is improved by a brick dwelling house and is known as 208 Riverside Road, Brooklyn (25) Maryland. Subject to the payment of an annual ground rent of $60.00.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of Six Per Cent (6%) per annum from the date of sale.

All taxes and public charges to be adjusted to date of sale.

JOHN G. ROUSE, JR., Assignee,
18 West Street,
Annapolis, Maryland.

GEORGE W. SCIBLE,
Auctioneer.

jy-1

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1954

We hereby certify, that the annexed

Assignee's Sale

Charles Weisenberg

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of July, 1954. The first insertion being made the 10th day of June, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed 12 July, 1954.

George W. Scible - Auctioneer

ROUSE AND MORTON
18 West Street
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

Leasehold Property

Under and by virtue of a power of sale contained in a mortgage from Milton Charles Weisenberg and Elizabeth I. Weisenberg to Fraternity Federal Savings and Loan Association, dated April 17, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 677 folio 159, which mortgage was short assigned to Federal National Mortgage Association and default having occurred thereunder was thereafter assigned to John G. Rouse, Jr., Assignee, for the purpose of foreclosure; the undersigned assignee will sell at public auction at the Court House door in the City of Annapolis on

Tuesday, July 6th, 1954

AT 11 O'CLOCK, A.M.

the following described parcel of land lying and being in the Fifth Election District of Anne Arundel County, State of Maryland:

Beginning for the same on the Northwest side of Riverside Road 50 feet wide at the distance of 82 feet Southwesterly from the Southwest side of Edgevale Road 40 feet wide and at a point in a line with the center of the partition wall between the house on the lot adjoining on the Northeast thence Southwesterly binding on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall thence Northwesterly to and through the center of said wall to the end thereof and continuing the same course in all 90 feet to the Southeast side of an alley 15 feet wide thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first herein mentioned thence Southeasterly to and through the center of said wall and continuing the same course in all 90 feet to the place of beginning.

The property is improved by a brick dwelling house and is known as 208 Riverside Road, Brooklyn (25), Maryland. Subject to the payment of an annual ground rent of $66.00.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County and to bear interest at the rate of Six Per Cent (6%) per annum from the date of sale.

All taxes and public charges to be adjusted to date of sale.

JOHN G. ROUSE, JR., ASSIGNEE
18 West Street
Annapolis, Maryland

CAPITAL-GAZETTE PRESS, ANNAPOLIS, MD.

Filed 12 July, 1954.

I hereby certify that at a public auction on Tuesday, July 6, 1954 at 11:00A.M. at the Court House door in Annapolis, Maryland, I sold to the Federal National Mortgage Association, 700 Lincoln-Liberty Building, Philadelphia, Pennsylvania for the sum of Thirty-Five Hundred Dollars ($3500.00), that being the highest bid obtainable certain leasehold property more particularly described as the reverse hereof. I further certify that the said sale was fairly made.

Auctioneer

I hereby certify that at a public auction on Tuesday, July 6, 1954 at 11:00 A.M. at the Court House door in Annapolis, I purchased on behalf of the Federal National Mortgage Association, 700 Lincoln-Liberty Building, Philadelphia, Pennsylvania, the property described on the reverse hereof for the sum of Thirty-Five Hundred Dollars ($3500.00).

James C. Morton Jr.

Filed 12 July, 1954.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MILTON C. WEISENBURG and ELIZABETH I. WEISENBURG, his wife:	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10,998 EQUITY

:::::

REPORT OF SALE

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

That pursuant to the power of sale contained in a mortgage from Milton Charles Weisenburg and Elizabeth I. Weisenburg, his wife, to Fraternity Federal Savings and Loan Association dated April 17, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 677, folio 159, which mortgage was short assigned to Federal National Mortgage Association and default having occurred thereunder was thereafter assigned to the above-named Assignee for the purpose of foreclosure, the said Assignee, after giving bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a weekly newspaper, published in the County of Anne Arundel for twenty (20) days before the sale did, pursuant to said notice, attend at the Court House door in the City of Annapolis on the 6th day of July, 1954, at 11:00 A.M. and then and there proceeded to sell said leasehold property mentioned in these proceedings as follows:

All that parcel of land lying and being in the Fifth Election District of Anne Arundel County, State of Maryland and described as follows:

> Beginning for the same on the northwest side of Riverside Road 50 feet wide at the distance of 82 feet southwesterly from the southwest side of Edgevale Road 40 feet wide and at a point in aline with the center of the partition wall between the house on the lot being described and the house on the lot adjoining on the Northeast thence Southwesterly binding on the Northwest side of Riverside Road 16 feet to a point in a line with the center of another partition wall thence Northwesterly to and through the center

Filed 12 July, 1954

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

12

of said wall to the end thereof and continuing the same course in all 90 feet to the Southeast side of an alley 15 feet wide thence Northeasterly binding thereon with the use thereof in common with others 16 feet to a point in a line with the center of the partition wall first herein mentioned thence Southeasterly to and through the center of said wall and continuing the same course in all 90 feet to the place of beginning.

Said property being known as 208 Riverside Road, Brooklyn (25) Maryland and being subject to the payment of an annual ground rent of Sixty-Six ($66.00) Dollars.

He offered said premises for sale and sold the same to Federal National Mortgage Association at and for the sum of Thirty-Five Hundred ($3500.00) Dollars, it being then and there the highest bid for said property.

AND, AS IN DUTY BOUND ETC.

John G. Rouse, Jr.
Assignee

STATE OF MARYLAND)
)
ANNE ARUNDEL COUNTY) To Wit:

I HEREBY CERTIFY, That on this 9th day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared JOHN G. ROUSE, JR., Assignee, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge and belief and that said sale was fairly made.

As Witness my hand and Notarial Seal.

Dorothy L. Hewett
Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

LIBER 88 PAGE 426

ORDER NISI

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

~~XXXXXX~~

MILTON C. WEISENBURG and ELIZABETH T. WEISENBURG, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,998 Equity

Ordered, this 12 day of July, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Assignee, ~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of August next.

The report states that the amount of sales to be $ 3,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 12 July, 1954.

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

~~XXXXXX~~

MILTON C. WEISENBURG and ELIZABETH T. WEISENBURG, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of August, 19 54, 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 24 Aug., 1954.

14

LIBER 88 PAGE 427

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 6, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10998

Milton C. Weisenburg

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 August, 1954. The first insertion being made the 15th day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 10 aug., 1954

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,008 Equity

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MILTON C. WEISENBURG and ELIZABETH T. WEISENBURG, his wife.

Ordered, this 12th day of July, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Roure, Jr., Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of August next.

The report states that the amount of sales to be $3,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-5

No. M. G. 1416

LIBER 88 PAGE 428

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Milton Charles Weisenburg
and
Elizabeth T. Weisenburg, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,998 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.

September 10, 1954

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

Filed 16 Sept., 1954.

16

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Milton Charles Weisenburg and Elizabeth T. Weisenburg, his wife

			in ac.	
To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	135	00	235	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	13	50	42	25
To Assignee 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		
American Surety Co. of N.Y.- bond premium	30	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	75		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Dorothy L. Stockett - notary fee		50	128	55
To Federal National Mortgage Association, assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	3,111	48	3,111	48
			3,517	28
Amount of mortgage claim filed	6,610	25		
Plus interest on $6,324.06 from 5/14/54 to 7/6/54 @ .702 per day - 53 days	37	21		
Plus interest on $65.11 from 5/14/54 to 7/6/54 @ .007 per day - 53 days		37		
Total claim	6,647	83		
Cr. Amount allowed above	3,111	48		
Balance subject to decree in personam	3,536	35		

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

1954				
July	6	Proceeds of Sale	3,500 00	3,500 00
		Refund 1954 State and County taxes ($32.11) - 178 days	15 65	
		Refund ground rent paid to 7/15/54- 9 days	1 63	17 28
				3,517 28

ORDER NISI

LIBER 88 PAGE 431

In the Matter of the Sale of the Mortgaged Real Estate of ~~VERSUS~~ Milton Charles Weisenburg and Elizabeth T. Weisenburg, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,998 Equity.

ORDERED, This 16 day of September, 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 October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of October next.

Filed 16 Sept., 1954.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of October, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 26 Oct., 1954

LIBER 88 PAGE 432

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. 10,998 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of MILTON CHARLES WEISENBURG and ELIZABETH T. WEISENBURG, His Wife.

Ordered, this 10th day of September, 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 25th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of October next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-7

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1954

We hereby certify, that the annexed

Order Nisi - Circuit Court
Equity, 10,998
Matter Charles Weisenburg

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 25th day of October, 1954. The first insertion being made the 23rd day of September, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Julia F. French

Dated 18 Oct., 1954

No. M. G. 1917

20

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE SALE OF MORTGAGED REAL ESTATE	:	FOR
OF MILTON CHARLES WEISENBURG AND	:	ANNE ARUNDEL COUNTY
ELIZABETH T. WEISENBURG, HIS WIFE	:	NO. 10,998 EQUITY

MILITARY AFFIDAVIT

STATE OF MARYLAND

ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of January, 1955, personally appeared before me, the subscriber, a Notary Public in and for the County and State aforesaid, John G. Rouse, Jr., Assignee, and made oath in due form of law that to the best of his knowledge and belief Milton Charles Weisenburg and Elizabeth T. Weisenburg, his wife, against whom the above entitled foreclosure proceedings were instituted, were not at the time said proceedings were instituted and are not now in the Military Service of the United States, nor have they been ordered to report for induction under the Selective Training and Service Act of 1940, nor have they been ordered to report for Service in the Enlisted Reserve Corps, and that the affiant makes this affidavit on the basis of information obtained by Federal National Mortgage Association which information was made available to the affiant.

John G. Rouse Jr., Assignee
Affiant

Frances E. McWilliams
Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
BALTIMORE 2, MARYLAND

21

Filed 13 Jan., 1955.

LIBER 88 PAGE 434

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
EDWARD GLASCOCK and MILDRED GLASCOCK, his wife	:	ANNE ARUNDEL COUNTY
::::::::::::::		No. 11,014 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 19 May, 1954

LIBER 88 PAGE 435
LIBER 775 PAGE 345

[DR.—CITY OR COUNTY]

Mortgage

No. 11,014 Equity.

THIS MORTGAGE, Made this 10th day of August, in the year Nineteen Hundred and Fifty-three, by and between Edward Glascock and Mildred Glascock, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate duly incorporated, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Eighteen Hundred Dollars ($ 1800.00), 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 Eighteen Hundred Dollars ($ 1800.00), 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 Eighteen Dollars ($18.00), 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 September, 1953, and continuing on the first day of each month thereafter until the principal and interest 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.

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

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 the Fifth District of Anne Arundel County State of Maryland, and particularly described as follows:

BEING all that lot of ground situate on the west side of Walter Road, Glenbrook, which lot is more particularly described in a deed from Owen Meredith and wife to the herein named Mortgagors, dated July 11, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 633, folio 120, reference to which deed is hereby made for a more full and complete description of said lot of ground.

Plaintiff's Exhibit A

Filed 19 May, 1954.

2

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its

3

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 the mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, one hundred and eighty (180) days' advance interest on the amount prepaid may be charged as a consideration for the acceptance of such prepayment.

9. To pay a "late charge" not to exceed four percentum (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

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

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

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

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

WITNESS:

Edward Glascock (SEAL)
Edward Glascock

Antoinette M. Granese
Antoinette M. Granese

Mildred Glascock (SEAL)
Mildred Glascock

_____ (SEAL)

_____

_____ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 10th day of August, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Edward Glascock and Mildred Glascock, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

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

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

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 2, 1955

Recorded: August 14, 1953 at 9 A.M.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

ANNE ARUNDEL COUNTY

Mortgage

FROM

EDWARD GLASCOCK

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 14 Day of Aug 1953, at 9:00 A.M. and the same day recorded in Liber J.H.H., No. 775 Fol. 345, Land Recorder of Anne Arundel County.
John W. Herman, Jr.
Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 9999-T

Property:

Walter Road, Glenbrook

Description approved

Execution approved

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
EDWARD GLASCOCK and MILDRED GLASCOCK, his wife	:	ANNE ARUNDEL COUNTY
	:::	(In Equity)
	::::::::::	No. 11,014

I HEREBY CERTIFY, that on this 18 day of May 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Jerome Neuman, Secretary of Fairview Federal Savings and Loan Association, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, Edward Glascock and Mildred Glascock, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

NOTARIAL SEAL ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public
My commission expires May 2, 1955

Jerome Neuman
Jerome Neuman Affiant

Filed 19 May, 1954.

6

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	: :	IN THE CIRCUIT COURT
VS.	: :	FOR
EDWARD GLASSCOCK and MILDRED GLASSCOCK, his wife	: :	ANNE ARUNDEL COUNTY (In Equity) No. 11,014

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated August 10, 1953	$ 1800.00
Plus interest to June 22, 1954	79.27
TOTAL	$ 1879.27

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 8th day of June, in the year one thousand nine hundred fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Jerome Neuman, Secretary of the Fairview Federal Savings and Loan Association, 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

My commission expires May 2, 1955.

Filed 16 June, 1954

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 11,014 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, 1406 Fidelity Building
Baltimore, Maryland
as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND, FIVE HUNDRED AND 00/100- -($2,500.00) 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 8th day of June in the year of our Lord nineteen hundred and fifty-four

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from Edward Glasscock and Mildred Glasscock, his wife to Fairview Federal Savings & Loan Association bearing date the 10th day of August, 1953 and recorded among the mortgage records of the Circuit Court of Anne Arundel County, Maryland in Liber J. H. H. No. 775 Folio 345 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

P. Truslow
P. Truslow *As to Surety*

By E. V. Shockley
E. V. Shockley *Attorney-in-Fact*

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

approved this 16 June, 1954.
John H. Hopkins, 3rd, Clerk

Fil'd 16 June, 1954.

State of Maryland, Baltimore City, sct:

LIBER 88 PAGE 442

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, June 8, 19 54.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jay S. Price *Jay S. Price* *Assistant Secretary*

LIBER 88 PAGE 443

OFFICE C

THE ★ STAR

No. 11,014 Equity

GLEN BURNIE, MD., June 18, 19 54

THIS IS TO CERTIFY, that the annexed advertisement of Mortgage Sale Glenbrook, Fifth Election District, A. A. Co. was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 18th day of June 19 54 ; that is to say, the same was inserted in the issues of The Anne Arundel Star newspaper, May 27, June 3, 10 and 17, 1954.

Estate of
P. G. STROMBERG,
Publisher.

By Gladys M. Rowley

Filed 18 June, 1954

KOHLERMAN and DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Md.

MORTGAGE SALE OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY WEST SIDE OF WALTER ROAD GLENBROOK, Fifth Election District of ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Edward Glasscock and Mildred Glasscock, his wife, to Fairview Federal Savings and Loan Association, a body corporate, dated the tenth day of August, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 775, folio 345, (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on the

22nd DAY OF JUNE, 1954
at 2 o'clock, p.m.

all that lot of ground situated and lying in Glenbrook in the Fifth Election District of Anne Arundel County, State of Maryland and being described as follows:

BEGINNING for the same at a point on the west side of Walter Road, as laid out twelve feet wide, at the distance of one hundred fifty-six and ninety one-hundredths feet, measured southerly along the west side of Walter Road from the south side of Wilson Road, as shown on Plats 1, 2 and 3 of Glenbrook, recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod A-9, Plat 7, the east side of said Walter Road being the dividing line between Lots "G" and "H" as shown on said plat; and running thence southerly binding on the west side of Walter Road one hundred feet to the northeast corner of a lot of ground heretofore conveyed to Chester Day and wife by deed recorded June 24, 1949, in Liber J.H.H. No. 527, folio 161; thence at right angles to Walter Road and binding along the northernmost line of the Day lot eighty-five feet, more or less, to intersect the westernmost line of the land described in a deed dated August 2, 1943, and recorded among the aforesaid Land Records in Liber J.H.H. No. 290, folio 170, from Frankie D. Wilson to Owen Meredith and Mary Meredith, his wife; and running thence northerly and binding on a part of said line and parallel with Walter Road one hundred feet; and thence for a new line of division easterly by a line at right angles to Walter Road eighty-five feet, more or less, to the place of beginning.

The above property is in fee simple. The improvements consist of a frame dwelling and is subject to an Agreement with the Anne Arundel County Sanitary District Commission dated November 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 727, folio 59.

TERMS OF SALE: A cash deposit of Three Hundred Dollars ($300.00) 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 expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale.

JOHN O. DUMLER
Attorney named in Mortgage.

Alex Cooper, Auctioneer

May 27-June 17

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

EDWARD GLASSCOCK and MILDRED GLASSCOCK, his wife

: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY (In Equity)
: Case No. 11,014
. . . : . . . Docket Folio No.

KOHLERMAN and DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Md.

MORTGAGE SALE OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY WEST SIDE OF WALTER ROAD GLENBROOK, Fifth Election District of ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Edward Glasscock and Mildred Glasscock, his wife, to Fairview Federal Savings and Loan Association, a body corporate, dated the tenth day of August, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 775, folio 345, (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on the

22nd DAY OF JUNE, 1954
at 2 o'clock, p.m.

all that lot of ground situated and lying in Glenbrook in the Fifth Election District of Anne Arundel County, State of Maryland and being described as follows:

BEGINNING for the same at a point on the west side of Walter Road, as laid out twelve feet wide, at the distance of one hundred fifty-six and ninety one-hundredths feet, measured southerly along the west side of Walter Road from the south side of Wilson Road, as shown on Plats 1, 2 and 3 of Glenbrook, recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod A-9, Plat 7, the east side of said Walter Road being the dividing line between Lots "G" and "H" as shown on said plat; and running thence southerly binding on the west side of Walter Road one hundred feet to the northeast corner of a lot of ground heretofore conveyed to Chester Day and wife by deed recorded June 24, 1949, in Liber J.H.H. No. 527, folio 161; thence at right angles to Walter Road and binding along the northernmost line of the Day lot eighty-five feet, more or less, to intersect the westernmost line of the land described in a deed dated August 2, 1943, and recorded among the aforesaid Land Records in Liber J.H.H. No. 290, folio 170, from Frankie D. Wilson to Owen Meredith and Mary Meredith, his wife; and running thence northerly and binding on a part of said line and parallel with Walter Road one hundred feet; and thence for a new line of division easterly by a line at right angles to Walter Road eighty-five feet, more or less, to the place of beginning.

The above property is in fee simple. The improvements con-

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 22 day of June, 1954, sold the property described in the attached advertisement of sale at and for the sum of $ 2000.00 to Fairview Federal Savings & Loan Assn 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

I hereby certify that we have this 22 day of June, 1954, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $2000.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Fairview Federal Savings and Loan Association

TEST: By Jerome C Neuman
Purchaser
Gloria Novak Jerome C Neuman, Vice Pres.
Gloria Novak

Filed 29 June, 1954.

sist of a frame dwelling and is subject to an Agreement with the Anne Arundel County Sanitary District Commission dated November 26, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 727, folio 59.

TERMS OF SALE: A cash deposit of Three Hundred Dollars ($300.00) 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 expenses, including Metropolitan Sanitary District liens, if any, to be adjusted to day of sale.

JOHN O. DUMLER
Attorney named in
Mortgage.

Alex Cooper, Auctioneer

May 27-June 17

LIBER 88 PAGE 446

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY (In Equity)
	:	
EDWARD GLASSCOCK And MILDRED GLASSCOCK, his wife	:	Case No. 11,014 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 fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of time, place, manner and terms of sale, by advertisements inserted in "The Star", a newspaper published in Anne Arundel County, for more that twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Twenty-second day of June, 1954 at 2:00p.m. sell on the premises the aforesaid fee simple property unto Fairview Federal Savings and Loan Assn., at and for the sum of Two Thousand Dollars ($2000.00) cash, the said Fairview Federal Savings and Loan Assn. having offered the greatest price thereof.

Antoinette M. Granese

John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit

I hereby certify, that on this 24th day of June, in the year one thousand nine hundred and fifty-four, 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 29 June, 1954.

LIBER 88 PAGE 447

ORDER NISI

Fairview Federal Savings And Loan Association

versus

Edward Glascock And Mildred Glascock, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,014 Equity

Ordered, this 29 day of June, 19 54, 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 9 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of August next.

The report states that the amount of sales to be $ 2,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 29 June, 1954

Fairview Federal Savings And Loan Association

versus

Edward Glascock And Mildred Glascock, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of August, 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 Michaelson
Judge.

Filed 10 Aug., 1954.

LIBER 88 PAGE 448
OFFICE C

Order Nisi—
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL
COUNTY
No. 11,014 Equity
Fairview Federal Savings and
Loan Association
versus
Edward Glascock and
Mildred Glascock, his wife

Ordered, this 29 day of June, perty in these Proceedings menperty in thest Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of August next.

The report states that the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3rd,
Clerk.

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

(John O. Dumler, Atty)
To July 29/54

THE ★ STAR

GLEN BURNIE, MD., July 30 19 54

THIS IS TO CERTIFY, that the annexed advertisement of Order Nisi-Fairview Federal Savings and Loan Association vs.-Edward Glascock and Mildred Glascock, his wife.

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the 30th day of July 19 54 ; that is to say, the same was inserted in the issues of July 8, 15, 22 and 29, 1954.

Estate of
P. G. STROMBERG,
Publisher.

By Gladys M. Rowley

Filed 5 Aug., 1954

LIBER 88 PAGE 440

In the Case of

Fairview Federal Savings & Loan Association
VS.
Edward Glascock
and
Mildred Glascock, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,014 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.

August 30, 1954

All of which is respectfully submitted.

Laura K. Parkinson
Auditor.

15'

Filed 1 Sept., 1954.

Dr. Fairview Federal Savings and Loan Ass'n vs. Edward Glascock and Mildred Glascock, his wife — in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	93	51	168	51
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:				
The Star - advertising sale	54	00		
The Star - order nisi on sale	8	00		
The Star - order nisi on Account	6	00		
Postal card advertising	2	50		
Fidelity & Deposit Co. of Md. - bond premium	10	00		
Alex Cooper - auctioneer's fee	25	00		
One-half Dederal Documentary stamps	1	10		
One-half State documentary stamps	1	10		
Antoinette M. Granese - notary fees	1	00	108	70
To Attorney for Taxes, viz:				
1954 State and County taxes ($32.62)adj.	15	68	15	68
To Fairview Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	1,686	36	1,686	36
			2,017	00
Amount of mortgage claim filed	1,879	27		
Cr. Amount allowed above	1,686	36		
Balance subject to decree in personam	192	91		

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

1954				
June	22	Proceeds of Sale	2,000 00	
		Interest on deferred payment - two months	17 00	2,017 00
				2,017 00

ORDER NISI LIBER 88 PAGE 452

Fairview Federal Savings & Loan Association

VERSUS

Edward Glascock

and

Mildred Glascock, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,014 Equity.

ORDERED, This 1 day of September 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 11 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of October next.

Filed 2 Sept, 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of October, 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 14 Oct, 1954.

LIBER 88 PAGE 453 OFFICE C

Order Nisi—
FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION
vs.
EDWARD GLASCOCK
and
MILDRED GLASCOCK,
his wife
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,014 Equity

ORDERED, this 1 day of September, 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 11 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of October next.

JOHN H. HOPKINS, 3rd, Clerk.

JOHN H. HOPKINS, 3rd, Clerk.

True CopyTest:
(JOHN O. DUMLER, Atty.)
(The Star)
to Sept. 30, 1954

THE ★ STAR

GLEN BURNIE, MD., October 1, 1954

THIS IS TO CERTIFY, that the annexed advertisement of Order Nisi - Fairview Federsl Savings & Loan Association vs: Edward Glascock and Mildred Glascock was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for four successive weeks before the first day of October 19 54 ; that is to say, the same was inserted in the issues of September 9, 16, 23 and 30, 1954,

Estate of
P. G. STROMBERG,
Publisher.

By Gladys M. Rowley

Filed 5 Oct., 1954

19

LIBER 88 PAGE 454

MEYER MINDEL, Assignee of THE MELTON REALTY COMPANY, a body corporate.	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY.
JOHN J. SCANLON MARGARET K. SCANLON, his wife.	:	Eq. No. 10,975
	:	

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

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled case and file the attached mortgage as"Plaintiff's Exhibit "A", and two short assignments as "Plaintiff's Exhibits "B" and "C".

Benjamin Kann

Benjamin Kann, attorney for Assignee

Meyer Mindel, Assignee

Meyer Mindel, Assignee.

Filed 1 apr., 1954.

LIBER 88 PAGE 455

LIBER 745 PAGE 157

No. 10,995 Equity

EXHIBIT A

This Mortgage, Made this —20th— day of March , 19 53,

between JOHN J. SCANLON, and MARGARET K. SCANLON, his wife,

of the City of Baltimore, in the State of Maryland. Mortgagor S and Irvington Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated. Mortgagee.

WHEREAS, the said Mortgagor S being member S of said body corporate, Mortgagee, have received therefrom an advance of FORTY-NINE HUNDRED FIFTY/ ($4950.00) dollars, being the balance 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 six per centum per annum, in the manner following:

By the payment of $ 49.50 plus one-twelfth of the annual taxes, ground rent and other public charges, assessments and insurance 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. 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 as herein agreed.

The said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises; (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 of One Dollar, the said MortgagorS do grant, convey and assign unto said Irvington Federal Savings and Loan Association of Baltimore City, its successors and assigns, all that lot , piece , or parcel of ground situate and lying in ~~Baltimore~~ Anne Arundel County , State of Maryland, ~~known as No~~ - - - - - - - - - - - - - - and described as follows:

BEGINNING for the same at a pipe in the Southerly line of Thirteenth Street (30 feet wide) said pipe being located North 70 degrees 15 minutes East 105 feet from a pipe at the intersection of the Southerly line of said Thirteenth Street with the Easterly line of Camp Road (30 feet wide); thence along the Southerly line of said Thirteenth Street North 70 degrees 15 minutes East 78 feet to a pipe; thence leaving said Street and running South 19 degrees 45 minutes East 100 feet to a pipe; thence South 70 degrees 15 minutes West 78 feet to a pipe; thence North 19 degrees 45 minutes West 100 feet to a pipe in the Southerly line of Thirteenth Street and the place of beginning. BEING the Easterly 20 feet of lot 38; all of lots 39 and 40, and the Westerly 8 feet of lot 41, all in Section 22, as shown on the Plat of "Green Haven", recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod D9, Plat 346, also as shown on Map C, "Green Haven", recorded among said Land Records in Liber J.H.H. No. 199 folio 51

BEING the same lot of ground which by Assignment, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and assigned by The Bond Realty Company unto the within named Mortgagors.

Plaintiff's Exhibits A, B and C.
Filed 1 Apr., 1954.

Together with the improvements thereon, and the rights or appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, party hereto of the second part, its successors and assigns, during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of SEVENTY-EIGHT ($78.00) DOLLARS, payable in equal half-yearly installments on the 30th days of March and September in each and every year.

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.

If, however, the said Mortgagors their ~~heirs~~ personal representatives or assigns shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagors for themselves, their - - - - - - - ~~heirs~~ personal representatives or assigns, covenant with the said Irvington Federal Savings and Loan Association of Baltimore City, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm 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; (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 ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mrotgaged 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 interest as herein

agreed, 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; (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 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; (7) that the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagors in person or by mail, to the mortgagors' last known address; (8) if the mortgage debt is paid before maturity and if any prepayment equals or exceeds twenty per centum of the original principal amount of the loan, six months' ~~90 days~~ interest, at the rate specified in this mortgage, on the amount prepaid, shall be paid to the Mortgagee.

AND IT IS AGREED that until default is made, the said mortgagor s their - - - ~~heirs~~, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor s consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions ~~of Sections 720 to 732, inclusive, of Chapter 123~~ of the Laws of Maryland, ~~passed at the January session in the year 1898~~—or any addition, amendment or - supplement thereto— or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by JOHN T. BACKMAN , its duly constituted Attorney or Agent, under Article LXVI, ~~Sections 6 to 12 inclusive of the Maryland Code (1924)~~ Public General Laws of the State of Maryland - ~~of 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 City or County in which the said mortgaged property is situate and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; the terms of sale may be all cash upon ratification of the sale or such other terms as the party making sale may deem expedient. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows: (1) 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 Twenty-five dollars; (2) to the extinguishment of all claims of the mortgagee, its successors or assigns; and (3) the balance, if any, to the said mortgagors, their heirs, personal representatives or assigns.

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

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

TEST:

John J. Scanlon [SEAL]
(John J. Scanlon)

Agnes L. Napfel
AGNES L. NAPFEL

Margaret K. Scanlon [SEAL]
(Margaret K. Scanlon)

LIBER 88 PAGE 458

LIBER 745 PAGE 160

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I Hereby Certify that on this 20th day of - - March - - , 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN J. SCANLON, and MARGARET K. SCANLON, his wife, - - - - - - - - - - - - - - - - - - - the Mortgagors named in the aforegoing mortgage and they acknowledged said Mortgage to be their act.

At the same time also appeared - - - - - - - - - JOHN T. BACKMAN, Attorney or Agent of said body corporate, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and also made oath that he is the Agent of the Mortgagee and is duly authorized to make this affidavit.

WITNESS my hand and notarial seal.

Agnes L. Napfel
AGNES L. NAPFEL Notary Public.

Recorded-26th-March-1953-at-9:00-A.M.

EXHIBIT "C"

The Melton Realty Company, a body corporate, hereby assigns the within Mortgage to Meyer Mindel for the purpose of foreclosure.

Witness the corporate seal of the said body corporate and the signature of its Vice-President this 30th day of March, 1954.

Witness:
Benjamin Kann
BENJAMIN KANN

THE MELTON REALTY COMPANY
BY Meyer Mindel
Meyer Mindel Vice-President

Mortgage
FROM
JOHN J. SCANLON, and
MARGARET K. SCANLON,
his wife.
TO
IRVINGTON FEDERAL SAVINGS
AND LOAN ASSOCIATION OF
BALTIMORE CITY

Block No. Anne Arundel County.

Received for Record Mar. 26 1953 at 9 o'clock A.M. Same day recorded in Liber 2 Nd No. 745 Folio 157 &c., one of the Land Records of ~~Baltimore City~~ Aa Co. and examined per John H. Hopkins 3d, Clerk.

2-9-6 11

Jno. T. Backman
Attorney at Law
Baltimore, Maryland

EXHIBIT "B"

FOR VALUE RECEIVED:

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY hereby assigns, without recourse, the within Mortgage, unto THE MELTON REALTY COMPANY.

WITNESS the corporate seal of said body corporate, and the signature of its Executive Vice-President, this 30th day of March, 1954.

WITNESS:
Agnes L. Napfel
AGNES L. NAPFEL

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY
By: Eugene C. Johnson
(Eugene C. Johnson) Exec. Vice-Pres.

LIBER 88 PAGE 459

SHORT ASSIGNMENT

OF MORTGAGE OP.

FROM

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

TO

THE MELTON REALTY COMPANY

BLOCK Anne Arundel County.

Received for Record 31 May 1954.

at 1.10 *o'clock* P *M. Same day*

Recorded in Liber ~~S. C. L.~~ J.H.H. *No.* 745

Folio 160 *etc., one of the* Land

Records of ~~Baltimore City,~~ A.A.CG *and examined.*

Per

JOHN H. HOPKINS, 3rd

Pd. 75 *Clerk.*
OP. 100

LIBER 88 PAGE 460

SHORT ASSIGNMENT
OF MORTGAGE

From

THE MELTON REALTY COMPANY

TO

MEYER MINDEL

ANNE ARUNDEL COUNTY

Received for Record 21 Mar 1854.
at 1.10 O'clock P. M. Same day
Recorded in Liber JHH 745
Folio 160 - one of the Land Records
of Anne Arundel County, and examined.

JOHN H. HOPKINS, Jr.

Clerk.

Rd. 75
Cp. 100
1.75

16019.

No.

LIBER 88 PAGE 401

No. 10,975 Equity

Maryland Casualty Company

BALTIMORE

KNOW ALL MEN BY THESE PRESENTS, That we, Meyer Mindel of 111 N. Charles Street, Baltimore, Maryland and the Maryland Casualty Company, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of 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 14th day of April in the year of our Lord nineteen hundred and fifty-four.

WHEREAS, the above bounden Meyer Mindel by virtue of a mortgage from John J. Scanlon and Margaret K. Scanlon, his wife, to Irvington Federal Savings and Loan Association of Baltimore City, dated March 20, 1953 and recorded in Liber JHH No. 745, folio 157 etc., one of the Land Record Books of Anne Arundel County, assigned to The Melton Realty Company and assigned by The Melton Realty Company to Meyer Mindel for purpose of foreclosure.

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

Mary Mindel

Meyer Mindel ASSIGNEE

L. Pill.

L. Pill

MARYLAND CASUALTY COMPANY

BY: Joseph F. Howell

Joseph F. Howell - Attorney-in-fact

STATE OF MARYLAND, Baltimore City, sct:

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 14th day of April 1954 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary

Approved this 21 Apr., 1954
John F. Hopkins, 3rd, Clerk
Filed 21 Apr., 1954

LIBER 88 PAGE 462

Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

MEYER MINDEL, Assignee of

THE MELTON REALTY COMPANY, a body corporate

vs.

JOHN J. SCANLON

MARGARET K. SCANLON, his wife.

No. 10975 Equity.

IN THE

CIRCUIT COURT

OF

[redacted]

ANNE ARUNDEL COUNTY, IN EQUITY

Docket 15 Folio 246

Case No. Eq 10975

Filed .....

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 Meyer Mindel, assignee,

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 ~~is~~ are not in the military service of the United States,

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

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

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

Meyer Mindel
Meyer Mindel Assignee *affiant.*

Subscribed and sworn to before me

this 26th day of April 1954.

Benjamin Kann
Benjamin Kann *Notary Public*

BENJAMIN KANN NOTARY PUBLIC BALTIMORE, MD.

10

Filed 27 Apr., 1954

88 page 413

MEYER MINDEL, Assignee of THE MELTON REALTY COMPANY, a body corporate.	:	EQUITY NO 10975
	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY.
JOHN J. SCANLON MARGARET K. SCANLON, his wife.	:	

: : : : : : : : : : :

STATEMENT OF MORTGAGE CLAIM.

Statement of the Mortgage Claim of The Melton Realty Company, assignee of the mortgage from John J. Scanlon and Margaret K. Scanlon, his wife, to the Irvington Federal Savings and Loan Association of Baltimore City, dated March 20th, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 745, folio 157, which was short assigned to Meyer Mindel for the purposes of foreclosure.

Amount of principal of mortgage	$ 4950.00
Paid on account	184.13
Balance due as of March 30, 1954	4765.87
Interest from April 1, 1954 to May 3rd, 1954, 1 month, 3 days	26.21
	$ 4792.08

Benjamin Kann
Benjamin Kann, Solicitor,

THE MELTON REALTY COMPANY,

By, Meyer Mindel
Meyer Mindel Vice President

Meyer Mindel
Meyer Mindel Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 26th day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared, Meyer Mindel, Assignee, and Meyer Mindel, President of The Melton Realty Company, and made oath in due form of Law that the aforegoing statement of mortgage claim of the amount due under the mortgage filed in the said cause is a true one now remaining due and unpaid.

Benjamin Kann
Benjamin Kann Notary Public.

Filed 27 Apr., 1954

11

MEYER MINDEL, Assignee of The Melton Realty Company, a body corporate,	:	EQUITY No. 10975
	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY.
JOHN J. SCANLON MARGARET K. SCANLON, his wife.	:	

: :: : : : :

REPORT OF SALE.

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The report of sale of Meyer Mindel, Assignee of The Melton Realty Company, to whom the mortgage in these proceedings was assigned for the purpose of foreclosure, and filed in these proceedings as Plaintiff's Exhibit "A", Exhibit "B" and Exhibit "C", respectfully shows that after giving bond for the faithful discharge of his trust, which bond was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, for more that twenty days preceeding the day of sale, the said Meyer Mindel, Assignee, did, pursuant to said notice, on the 3rd day of May, 1954 at 3.00 o'clock P.M. sell on the premises the leasehold property mentioned and described in said mortgage, and in the advertisement attached to the Auctioneer's certificate, made a part hereof, unto the Poplar Realty, Inc. at and for the sum of Twenty-five Hundred Dollars ($2500.00), said Poplar Realty, Inc. having offered the greatest price therefor.

Meyer Mindel, Assignee
Meyer Mindel, Assignee.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of May, 1954, before me the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Meyer Mindel, Assignee, 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.

Benjamin Kann
BENJAMIN KANN NOTARY PUBLIC.

Filed 4 May, 1954

BENJAMIN KANN NOTARY PUBLIC SALTIMORE MD.

13

MEYER MINDEL, Assignee of
THE MELTON REALTY COMPANY,
a body corporate,

VS.

JOHN J. SCANLON
MARGARET K. SCANLON, his wife.

EQUITY NO. 10975

IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
IN EQUITY.
DOCKET 15, FOLIO 246.

: : : : : : : : :

BENJAMIN KANN, Attorney
1406 Fidelity Building,
MEYER MINDEL, Attorney,
111 North Charles Street,
Baltimore, Maryland.

MORTGAGE SALE OF DESIRABLE LEASEHOLD RESIDENTIAL PROPERTY LOCATED AT GREEN HAVEN, THIRD DISTRICT OF ANNE ARUNDEL COUNTY.

Under and by virtue of the power and authority contained in a mortgage from John J. Scanlon and Margaret K. Scanlon, his wife, to the Irvington Federal Savings and Loan Association of Baltimore City, dated March 20th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 745, folio 157, the undersigned Assignee of said mortgage for the purpose of foreclosure (default having occurred thereunder) will offer for sale on the premises on

MONDAY, MAY 3RD, 1954,
AT 3:00 O'CLOCK P. M.,

all that lot of ground situated in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a pipe in the Southerly line of Thirteenth Street (30 feet wide) said pipe being located North 70 degrees 15 minutes East 105 feet from a pipe at the intersection of the Southerly line of said Thirteenth Street with the Easterly line of Camp Road (30 feet wide); thence along the Southerly line of said Thirteenth Street North 70 degrees 15 minutes East 78 feet to a pipe; thence leaving said Street and running South 19 degrees 45 minutes East 100 feet to a pipe; thence South 70 degrees 15 minutes West 78 feet to a pipe; thence North 19 degrees 45 minutes West 100 feet to a pipe in the Southerly line of Thirteenth Street and the place of beginning. BEING the Easterly 20 feet of lot 38; all of lots 39 and 40, and the Westerly 8 feet of lot 41, all in Section 22, as shown on the Plat of "Green Haven", recorded among the Land Records of Anne Arundel County in Cabinet 2, Rod D-9, Plat 346, also as shown on Map C, "Green Haven", recorded among the said Land Records in Liber J. H. H. No. 109 folio 51.

Subject to payment of an annual Ground Rent of $78.00, payable half yearly on the 20th of March and September.

The property is improved by a stucco bungalow with basement and furnace and bathroom.

TERMS OF SALE: A cash deposit of $500.00 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 of Anne Arundel County, to bear interest from day of sale to date of final settlement, at 6 per cent per annum. Taxes, ground rent, and all other public charges, if any, to be adjusted to day of sale.

MEYER MINDEL,
Assignee of mortgage.

E. T. NEWELL & CO., INC.,
Auctioneer.
1419 Maryland Avenue, Baltimore,
Maryland. Plaza 2-3580. a-29

AUCTIONEER'S CERTIFICATE

I hereby certify that I have on this 3rd day of May, 1954, sold the property described in the attached advertisement of sale at and for the sum of $2500.00 to

Poplar Realty Inc.

being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E.T.Newell & Co.,

By [signature] VICE. PRES.
E.T.Newell & Co.Inc. Auctioneer
by John M.Miller,Jr. , Vice-Pres.

PURCHASER'S AGREEMENT

We hereby certify that we have this 3rd day of May, 1954, purchased the property described in the attached advertisement of sale from Meyer Mindel, Assignee of mortgage, at and for the sum of $2500.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

Test:

Poplar Realty Inc.
[signature]
Vice-President
Purchaser

[signature]
John M.Miller,Jr.
Filed 4 May, 1954.

ORDER NISI

MEYER MINDEL, Assignee of
The Melton Realty Company,
a body corporate,
versus
JOHN J. SCANLON
MARGARET K. SCANLON, his wife.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 10,975 Equity

Ordered, this 4 day of May, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Meyer Mindel, Assignee, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of June next.

The report states that the amount of sales to be $ 2,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 4 May, 1954

(Final Order)

MEYER MINDEL, Assignee of
The Melton Realty Company,
a body corporate,
versus
JOHN J. SCANLON
MARGARET K. SCANLON, his wife.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of June, 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 10 June, 1954.

LIBER 88 PAGE 467

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 1, 1954

We hereby certify, that the annexed

Order Nisi - Eq. 10975 "Sale"

John J. Scanlon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of June, 1954 The first insertion being made the 6th day of May, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 9 June, 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,975 Equity

MEYER MINDEL, Assignee Of The Melton Realty Company, A Body Corporate,

Vs.

JOHN J. SCANLON, MARGARET K. SCANLON, His Wife.

Ordered, this 4th day of May, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Meyer Mindel, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of June next.

The report states that the amount of sales to be $2,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-27

No. MG. 720

LIBER 88 PAGE 468

In the Case of

Meyer Mindel,
Assignee of The Melton Realty Company,
a body corporate

VS.

John J. Scanlon
and
Margaret K. Scanlon, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,975 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.

July 12, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 14 July, 1954.

16

Dr. Meyer Mindel, Assignee of The Melton Realty Company, a body corporate in ac.

To Assignee for Commissions, viz:	107 82		
To Assignee for Fee, viz:	25 00	132	82
To Assignee for Court costs, viz:			
Clerk of Court - Court costs	18 75		
Plaintiff's Solicitor's appearance fee	10 00		
Auditor - stating this account	9 00	37	75
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	52 52		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Maryland Casualty Co. - bond premium	20 00		
E. T. Newell & Co., Inc. - auctioneer's fee	15 00		
One-half Federal documentary stamps	1 38		
One-half State documentary stamps	1 37		
Clerk of Court - recording assignments	3 50	107	77
To Assignee for Taxes, viz:			
1954 State and County taxes ($36.17-adj)	12 34	12	34
To Assignee for Ground Rent, viz:			
Ground rent of $39.00 due 3/20/54 - adjusted to 5/1/54 - 1 month 13 days	9 36	9	36
To The Melton Realty Co., assignee of the mortgage filed in these proceedings - this balance on account mortgag e claim	2,212 60	2,212	60
		2,512	64
Amount of mortgage claim filed	4,792 08		
Cr. Amount allowed above	2,212 60		
Balance subject to decree in personam	2,579 48		

17

with

Meyer Mindel, Assignee

Cr.

1954				
May	3	Proceeds of Sale	2,500 00	
		Interest on deferred payment to 6/11/54	12 64	2,512 64
				2,512 64

LIBER 88 PAGE 471

ORDER NISI

Meyer Mindel, Assignee of
The Melton Realty Company, a
body corporate
VERSUS
John J. Scanlon
and
Margaret K. Scanlon, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,975 Equity.

ORDERED, This 14 day of July 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 23 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of August next.

Filed 14 July, 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of September, 19 54, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge.

Filed 3 Sept., 1954

17

LIBER 88 PAGE 472

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 6, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 10975

John J. Scanlon

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 23rd day of August, 1954. The first insertion being made the 22nd day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 3 Sept., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,075 Equity

MEYER MINDEL, Assignee of The Melton Realty Company, a body corporate

Vs.

JOHN J. SCANLON and MARGARET SCANLON, his wife.

Ordered, this 14th day of July, 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 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-5

No. M. G. 1437

20

In the Matter of	:	No. 4765 Equity
The Trust Estate	:	In the Circuit Court
of Elizabeth V. Davis	:	for Anne Arundel County
	:	

To the Honorable, the Judges of said Court:

The petition of Mary E. Davis, Addie C. Davis, R. McKendree Davis, Raymond L. Davis, Elizabeth Davis and Arthur T. Elliott all of Anne Arundel County in the State of Maryland, respectfully shows:

I.

That Elizabeth V. Davis late of the City of Annapolis, State of Maryland, departed this life on or about the 10th day of March in the year 1896, seized and possessed of valuable real and personal property located in the City of Annapolis, and the Second Election District of said Anne Arundel County and leaving a last Will and testament dated on the 13th day of November in the year 1894, and recorded among the Testamentary Record Books of Anne Arundel County in Liber W.T.P. No. 1 folio 208 a certified copy whereof is filed herewith marked Exhibit No. 1.

II.

That by the third clause of her will the said Elizabeth V. Davis made the following devise and bequest, to wit:

"I give devise and bequeath the lot or parcel of land situate in the said City of Annapolis and bordering on Dorseys Creek (now known as College Creek) and all the residue of my real estate situate in said City on Main Street and Conduit Street, extending back from said Main Street to the property conveyed to my deceased husband Samuel Davis to Louis Aydings, in trust for my use and benefit, by deed bearing date the 19th day of May 1852 and recorded among the Land Records of said County in Liber N.H.G. No. 1 folio 277, and also all my household and kitchen furniture, to my son R. McKendree Davis, in trust to collect and receive the rents, issues and profits thereof, except the room now occupied by my son Jeemiah T. Davis as an office, and after paying the taxes and necessary expenses thereon to pay the net income remaining to my two daughters Lilian C. Davis and Mary E. Davis during their natural lives, or until their marriage; and I empower the said R. McKendree Davis, or his successors in said trust, with the consent and approbation of the said Lilian C. Davis and Mary E. Davis, or the survivor of them, evidenced in writing to sell and dispose of the said trust property, or part thereof and to convey the same by deed or deeds executed by the said R. McKendree Davis, or his successor in the said trust to the purchaser or purchasers thereof

his, her or their heirs or assigns and the proceeds of such sales to be invested in other property or estate as the said trustee may deem expedient and proper, and with full power to the said trustee to change such re-investments and new investments from time to time as the said trustee may deem advantageous, should either of my said daughters Lilian C. Davis or Mary E. Davis marry, the the one remain-ing unmarried shall have the whole net profits and incomes during her single life; and from and after the death or marriage of both of my said daughters Lilian C. Davis and Mary E. Davis, whichever shall first happen, then I will and direct that the trust hereby created shall cease and that whatever of said trust estate and property may then remain shall be equally divided among Jeremiah T. Davis, R. McKendree Davis, Lilian C. Davis, Samuel Davis and Mary E. Davis, or their descendants- my said son Jeremiah T. Davis to hold the one-fifth part of said trust property, after termination of said trust, during his natural life, and from and after his death, then to my other children, viz; R. McKendree Davis, Lilian C. Davis, Jesse D. Elliott, Samuel Davis, and Mary E. Davis, I further will and direct that my said son Jeremiah T. Davis shall have the free use and enjoyment of said room now occupied by him as an office until the termination of this trust, or so long as he may use the same as an office."

III.

That said R. McKendree Davis, Trustee under said clause departed this life on or about the 31 day of December in the year 1900, leaving a last will and testament by which he devised his property to his wife the said Addie C. Davis and his children the said R. McKendree Davis, Raymond L. Davis and Elizabeth V. Davis.

IV.

That the said Lilian C. Davis departed this life on or about the 31st day of July in the year 1921, unmarried, intestate and childless, leaving your petitioners except the said Addie C. Davis, her heirs at law.

V.

That Jessie D. Elliott, one of the children of Elizabeth V. Davis departed this life intestate on or about the fifth day of February 1895 leaving as her only heir at law your petitioner Arthur E. Elliott.

VI.

That Jeremiah T. Davis departed this life, on or about the twenty fourth day of December 1916 and his interest in the property embraced in said trust vested in your petitioners except the said Addie C. Davis.

VII.

~~That since the death of R. McKendree Davis, the~~

VII.

That Samuel Davis departed this life on or about the sixth day of February 1923, and his interest in the property in said trust vested in your petitioners except the said Addie C. Davis.

VIII.

That since the death of the said R. McKendree Davis, the Trustee appointed by the said will of Elizabeth V. Davis, there has been no legally constituted Trustee as his successor.

Your petitioners therefore pray this Honorable Court to assume jurisdiction of the trust created by the will of Elizabeth V. Davis, and to appoint a trustee as successor in said trust to the late R. McKendree Davis, and the parties interest recommend to your Honors the appointment of Arthur T. Elliott as such Trustee, without bond.

And as in duty etc.,

Mary E. Davis
Addie C. Davis
R. McK. Davis
Raymond L. Davis
Elizabeth V. Davis
Arthur T. Elliott

Nicholas J. Green
Solicitor

3

LIBER 88 PAGE 476

Ordered by the Circuit Court for Anne Arundel County this 15"
day of ~~April~~ May in the year 1923, that this Court assume jurisdiction
of the trust created in the Will of Elizabeth V. Davis, as set forth
in the aforegoing petition; that Arthur T. Elliott & R. McKendree Davis be and
they are hereby appointed trustees as successors to R. McKendree Davis,
deceased, and that before entering on ~~the~~ their duties as such trustees they file
a bond in the penalty of Three thousand ——— dollars,
with surety to be approved by the Clerk of this Court, for the faith-
-ful discharge of ~~his~~ their trust and that they make a report of ~~his~~ their proceed-
-ings in said trust to this Court from time to time.

Herbert Howard, J.

4

LIBER 88 PAGE 477

No. 476 Equity.

In the Matter of the

Trust Estate of

Elizabeth V. Davis

Petition to appoint Trustee and Order.

Order May 15th 23

Filed May 15-1923

I,Elizabeth V.Davis,of the City of Annapolis in the State of Maryland,do make thia my last will and testament,in manner following, that is to say:

After the payment of all my just debts and funeral expenses,I give devise and bequeath as follows:

I give and devise to my daughter Jessie D.Elliott,wife of Thompson P.Elliott,her heirs and assigns,in fee simple,the lot of ground improved by a three story brick dwelling house) adjoining the property of the late Dr Burton Randall,as now enclosed,fronting about nineteen feet on Church street (now known as Main Street in said City and extending back about ninety feet and six inches with an irregular width to an alley eight feet and four inches wide-said lot borders on said alley about eifgt feet-with the use,in common,of said alley.

I give and devise to my two sons,R.Mckendree Davis and Samuel Davis, as tenants in common,their heirs and assigns in fee simple,all that tract or parcel of land situate in the Second Election District of Anne Arundel County known by the name of Part of the Vineyard.

I give,devise and bequeath the lot or parcel of land situate in the said City of Annapolis and bordering on Dorseys Creek (now known as College Creek) and all the residue of my realtestate situate in said City on Main street and Conduit Street,extending back from said mainstreet to the property conveyed to my deceased husband Samuel Davis to Louis Tydings,in trust for my use and benefit,by deed bearing date the 19th day of May 1852 and recorded among the land records of said county in liber N.H.G. No 1 folio 277 &c,and also all my household and kitchen furniture,to my son R.McKendree Davis,in trust,to colleet and receive the rents,issues and profits thereof,except the room now occupied by my son Jeemiah T.Davis as an office,and after paying the taxes and necessary expenses thereon to pay the net income remaining to my two daughters Lilian C.Davis and Mary E.Davis during their natural lives,or until their marriage; and I empower the said R.McKendree Davis,or his successor in said trust,with the

consent and approbation of the said Lilian C.Davis and Mary E.Davis,or the survivor of them,evidenced in writing to sell and dispose of the said trust property,or part thereof and to convey the same by deed or deeds executed by the said R.McKendree Davis,or his successor in the said trust to the purchaser or purchasers thereof,his,her,or their heirs or assigns and the proceeds of such sales to be invested in other property or estate as the said trustee may deem expedient and proper,and with full power to the said trustee to change such re-investments and new investments from time to time as the said trustee may deem advantageous,should either of my said daughters Lilian C.Davis or Mary E.Davis marry,then the one remaining unmarried shall have the whole net profits and incomes during her single life; and from and after the death or marriage of both of my said daughters, Lilian C.Davis and Mary E.Davis,whichever shall first happen, then I will and direct that the trust hereby created shall cease and that whatever of said trust estate and property may then remain shall be equally divided among Jeremiah T.Davis,R.McKendree Davis,Lilian C. Davis,Samuel Davis and Mary E.Davis,or their descendants-my said son Jeremiah T.Davis to hold the one-fifth part of said trust property,after termination of said trust,during his natural life,and from and after his death,then to my other children,Viz:R.McKendree Davis,Lilian C.Davis Jesse D.Elliott,Samuel Davis and Mary E.Davis,I further will and direct that my said son Jeremiah T.Davis,shall have the free use and enjoyment of said room now occupied by him as an office until the termination of this trust,or so long as he may use the same as an office.

So far as I may have power to devise the property,or any part thereof conveyed by my said husband,Samuel Davis to Louis Tydings for my use and benefit by the above mentioned deed,I give and devise the same to my said six children,Viz: Jeremiah T.Davis,R.McKendree Davis,Lilian C.Davis,Jesse D.Elliott,Samuel Davis and Mary E.Davis,their heirs and and assigns in fee simple.

All the rest and residue of my estate,real and personal,I give Devise and bequeath to my said six children,their heirs,personal representatives and assigns

I constitute and appoint my son R.McKendree Davis and my daughter Lilian C.Davis the executors of this my last will and testament hereby revoking all other wills by me heretobefore made.

In Testimony Whereof I hereunto subscribe my name and affix my seal this 13th day of November in the year eighteen hundred and ninety four.

Elizabeth V.Davis (SEAL)

Signed,sealed,published and declared by the above named testatrix as and for her last will and testament in the presence of us,who at her request,in her presence and the presence of each other have hereunto subscribed our names as witnesses,

Richard H.Green

Jas R.Brashears

Anne Arundel County, Ss:

On the Sixteenth day of March 1896
came R.McKendree Davis one of the Executors
and made Oath in due form of law, that he does not know of any Will or
Codicil of Elizabeth V.Davis
late of said County, deceased, other than the above instrument of writing, and that he
received the same from James R.Brashears on the 14inst and it has remain in
his possession until delivered to the Register and that the testatrix
departed this life
on ~~or about~~ the Tenth day of March 1896 5.45 P.M.

Sworn to in open Court.

TEST : Richard Baldwin
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the 24th day of March 1896
come James R.Brashears and Richard H.Green
subscribing witnesses to the aforegoing last Will and Testament of Elizabeth V.Davis
late of said County, deceased, and made oath in
due form of law, that they did see the Testatrix
sign and seal this Will ; that they heard her publish, pronounce and
declare the same to be her last Will and Testament, that at the time of
her so doing she was, to the best of their apprehension, of sound
and disposing mind, memory and understanding ; and that they together with

subscribed their name as witnesses to this Will in her presence, at
her request and in the presence of each other.

Sworn to in open Court.

TEST : Richard Baldwin
Register of Wills for Anne Arundel County.

Anne Arundel County, Ss:

On the day of 19
came
subscribing witnesses to the aforegoing last Will and Testament of
late of said County, deceased, and made Oath in
due form of law, that h did see the Testa
sign and seal this Will ; that h heard h publish, pronounce and
declare the same to be h last Will and Testament, that at the time of
h so doing h was, to the best of h apprehension, of sound
and disposing mind, memory and understanding ; and that h together with

subscribed h name as witnesses to this Will in h presence at
h request and in presence of each other.

Sworn to in open Court.

TEST :
Register of Wills for Anne Arundel County.

In the Orphans' Court of Anne Arundel County.

The Court after having carefully examined the above last Will and Testament

of Elizabeth V.Davis *late of*

said County, deceased, ~~together with the codicil thereunto attached~~ *and also the evidence adduced*

as to its validity, orders and decrees this 24th *day of* March

1896, *that the same be admitted in this Court as the true and genuine last Will and Testament*

~~and Codicil~~ *of the said* Elizabeth V.Davis, *deceased.*

Grafton Duvall, C.J.

Richard F.Larrimore, A.J.

Galloway Sheston, A.J.

State of Maryland

Anne Arundel County

I, ODEN B. DUCKETT, 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

Elizabeth V.Davis *late of said County, deceased,* together with the proofs and probate thereof

taken from Liber W.F.P. No 1 folio 208 &c

one of the Will records books

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the Seal of said Court this 9th *day of* April *in the year of our Lord, nineteen hundred and* twenty three.

Oden B Duckett

Register of Wills for Anne Arundel County.

9

LIBER 88 PAGE 483

No. 4765 Equity 2

In the Matter of the
Trust Estate of
Elizabeth V. Davis

Exhibit with petition

Will of Elizabeth V
Davis

Filed May 15-1923.

orh 3.00

KNOW ALL MEN BY THESE PRESENTS, that we Arthur T. Elliott and R. McKendree Davis Jr. and Addie C. Davis and Mary E. Davis, all of Anne Arundel County, in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Three thousand 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, successors and assigns jointly and severally firmly by these presents, sealed with our seals and dated this 14th day of June in the year Nineteen hundred and twenty three.

Whereas the said Arthur T. Elliott and R. McKendree Davis Jr. were appointed Trustees of the estate of Elizabeth V. Davis by a decree of the Circuit Court for Anne Arundel County passed on the fifteenth day of May in the year Nineteen hundred and twenty three " In the Matter of the Trust Estate of Elizabeth V. Davis " No. 4765 Equity.

Now the condition of the above obligation is such that if the said Arthur T. Elliott and R. McKendree Davis Jr. shall well and faithfully perform the trust reposed in them by said decree and shall well and faithfully execute and comply with any further decree or order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law.

Signed, Sealed and
Delivered in the presence
of
Mary C. Elliott

Arthur T. Elliott (SEAL)
R. McK. Davis Jr. (SEAL)
Addie C. Davis (SEAL)
Mary E. Davis (SEAL)

LIBER 88 PAGE 485 3

No. 4765 Equity

In the Matter of the Trust

Estate of Elizabeth V. Davis.

Bond.

Filed and Approved this 15-
day of June 1923.
W. R. Woodard Clk.

In the Matter of the	:	No. 4765 Equity
Trust Estate of Elizabeth	:	In the Circuit Court
V. Davis.	:	for
	:	Anne Arundel County

To the Honorable, the Judges of said Court:

The petition of William S. Jones and Edward B. Jones respectfully shows:

That on the 18th day of September 1922, each of your petitioners purchased from Samuel Davis former Trustee, one half of Lot No. 300 in Cedar Bluff Cemetery and paid in full therefor, as appears by receipts filed herewith, but that said Trustee died without having given them deeds for said lot.

Your petitioners therefore pray your Honors to pass an order authorizing and directing the present Trustees R. McKendree Davis and Arthur T. Elliott, to execute a deed conveying to them the aforesaid lot.

And as in duty etc.,

W S Jones

Ed B Jones

Ordered this 7th day of ~~July~~ January 1928 that Arthur T. Elliott and R. McKendree Davis, Trustees of the Estate of Elizabeth V. Davis be and they are hereby authorized and directed to convey Lot Number #300 in Cedar Bluff Cemetery to William S. Jones and Edward B. Jones each one half thereof.

Robert Woods, Jr.

We hereby consent to the passage of the aforegoing order.

Arthur T. Elliott

R. McKendree Davis Jr.

Trustees of the Estate of Elizabeth V. Davis

15

SAMUEL DAVIS, Trustee and Manager

LIBER 88 PAGE 488

Annapolis, Md., Sept 18 1922

Mr. Edward B. Jones

To Cedar Bluff Cemetery, Dr.

To Half of Lot # 300 10 ~~16~~ ft	$ 60 00

Received Payment
Samuel Davis

SAMUEL DAVIS, Trustee and Manager

LIBER 88 PAGE 489

Annapolis, Md., Sept 18 1922

Mr Wm S. Jones

To Cedar Bluff Cemetery, Dr.

To Half of Lot 300 10+16	$ 50 00

Received Payment

Samuel Davis

LIBER 88 PAGE 490 4

No. 4765 Equity.

In the Matter of the Trust Estate of Elizabeth V. Davis.

Petition and Order to convey Lot #300 to William S. Jones and Edward B. Jones

Order Jany 7th 28

Filed Jany. 7th 1928.

In the Matter of the	:	No. 4765 Equity
Trust Estate of	:	In the Circuit Court
Elizabeth V. Davis	:	for
	:	Anne Arundel County

To the Honorable, the Judges of said Court:

The petition of Arthur T. Elliott and R. McKendree Davis Jr. Trustees of the Estate of Elizabeth V. Davis, respect fully shows:

I.

That the division line between the property of said Estate and the lot of ground owned by Arthur T. Elliott fronting on Main or Church Street and extending back in a Southwest direction therefrom is irregular and uncertain, running at a right angle to Main Street for a distance of about forty feet, and then running in a diagonal direction for the distance of about seventy-one feet.

II.

That the said Arthur T. Elliott in order to straighten said divisional line and make same a matter of record, has offered to purchase a small triangular strip of ground at a price to be determined by this Court, a plat whereof is hereunto annexed, and the consent and approbation of Mary E. Davis is hereon endorsed, as required by the provisions of the will of Elizabeth V. Davis, filed in these proceedings, she having survived Lillian C. Davis, the other cestui que trust in said will, and a certificate of Charles F. Lee and J. Clayton Brewer, real estate dealers, is filed herewith as to the value of said strip of ground.

Your Trustees therefore pray the Court to pass an order authorizing the said Arthur T. Elliott and R. McKendree Davis Jr. to sell said strip of ground to Arthur T. Elliott, at a price to be determined by this Court and to grant and convey same by a good and sufficient deed to said Arthur T. Elliott.

And as in duty etc.,

Arthur T. Elliott
R. McKendree Davis Jr.
Trustees

13

State of Maryland, Anne Arundel County Sct:

I hereby certify that on this eleventh day of June in the year Nineteen hundred and twenty-nine before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County, aforesaid, personally appeared Arthur T. Elliott and R. McKendree Davis Jr. Trustees of the Estate of Elizabeth V. Davis and made oath in due form of the law that the matters and facts stated in the aforegoing petition are true to the best of their knowledge and belief.

Witness my hand and seal Notarial,

Myrtle Stevens
Notary Public.

I hereby give my consent and approbation to the sale of the strip of ground as set forth in the above petition and as shown on the plat accompanying the same, at and for the sum of one hundred and fifty dollars, and join in the request to the Court to authorize the trustees to make the sale and transfer and convey the said land to Arthur T. Elliott.

Mary E. Davis

14

LIBER 88 PAGE 493

Ordered this 12th day of June in the year 1929, upon the aforegoing petition and Assent and approval of Mary E. Davis cestui que trust, that Arthur T. Elliott and R. McKendree Davis Trustees be and they are hereby authorized to sell unto Arthur T. Elliott the triangular strip of ground as set out in said petition and as shown on the plat accompanying the same, at and for the sum of One Hundred & Fifty dollars to be paid in cash, and to execute and deliver a deed conveying same in fee simple to said Arthur T. Elliott.

Robert H. Moss, J.P.

15

LIBER 88 PAGE 494

No. 4765 Equity.

In the Matter of the

Trust Estate of

Elizabeth V. Davis

Petition to convey strip of land to Arthur T. Elliott

Order June 12th 29

Filed 12 June 1929

LIBER 88 PAGE 495

IN THE MATTER OF THE TRUST ESTATE OF ELIZABETH V. DAVIS	:	EQUITY NO. 4765 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of R. McKendree Davis, Jr., respectfully shows unto your Honors:

First. That he was appointed Co-Trustee of the above entitled estate by an Order passed by this Honorable Court in the above entitled case dated the 15th day of May, 1923, and that he qualified in accordance with the said Order and has since acted as Co-Trustee.

Second. Due to the fact that your Petitioner has accepted employment which will take him to the State of California, he will not be able to act as Co-Trustee, and attend to the affairs of the Estate of Elizabeth V. Davis.

NOW, THEREFORE, Your Petitioner prays your Honors to pass an Order relieving him from further duties in this Estate, and requests that another person be appointed to act in his stead.

AND, AS IN DUTY BOUND, etc.

R. McKendree Davis, Jr.

R. McKendree Davis, Jr.

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

I hereby certify that on this Fourth day of ~~December~~ January, in the year 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared R. McKendree Davis, Jr., and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein stated.

16

Witness my hand and Notarial Seal.

Granville Lee Meredith
Notary Public

We, the undersigned, being all parties in interest in the above entitled Estate do consent to the resignation of R. McKendree Davis, Jr., as Co-Trustee, and request the Court to appoint in his stead and as Co-Trustee of this Estate with Arthur T. Elliott, Elizabeth V. Davis.

Mary E. Davis
Mary E. Davis

R. McKendree Davis, Jr.
R. McKendree Davis, Jr.

Raymond L. Davis
Raymond L. Davis

Elizabeth V. Davis
Elizabeth V. Davis

Arthur T. Elliott
Arthur T. Elliott

UPON the foregoing Petition, it is this 13th day of ~~December~~ March, in the year 1944, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that R. McKendree Davis, Jr., be and he is hereby discharged and relieved of the duties and obligations as Co-Trustee of the Estate of Elizabeth V. Davis now being administered in this Court; and that Elizabeth V. Davis be and she is hereby appointed Co-Trustee with Arthur T. Elliott, as successor to R. McKendree Davis, Jr.; and that before entering on her duties as such Co-Trustee she file a bond in the penalty of Ten Thousand

Cash 17 Corpus 11575.77

Dollars, with surety to be approved by the Clerk of this Court, for the faithful discharge of her duties, and that she make, with her Co-Trustee, a report of their proceedings in said Trust to this Court annually.

Judge

EQUITY NO. 4765
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

IN THE MATTER OF THE TRUST

ESTATE OF ELIZABETH V. DAVIS

Petition for Discharge of R. McKendree Davis, Jr., as Co-Trustee, and Order thereon appointing new Co-Trustee.

Mr. Clerk:

Please file.

George E. Rullman
.....
Attorney for Petitioner

Filed Janu. 6" 1944
Order March 13, 1944 fd.

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

KNOW ALL MEN BY THESE PRESENTS, that we Arthur T. Elliott and Elizabeth V. Davis and Mary E. Davis all of Anne Arundel County, in the State of Maryland are held and firmly bound unto the State of Maryland in the full and just sum of Ten thousand 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, successors and assigns jointly and severally firmly by these presents, sealed with our seal and dated this 15th. day of March in the year Nineteen hundred and fourty four.

Whereas the said Arthut T. Elliott and Elizabeth V. Davis Were appointed Trustees of the estate of Elizabeth V. Davis by a decree of the Circuit Court for Anne Arundel County passed on the thirteenth day of March in the year Nineteen hundred and fourty four " In the Matter of the Trust Estate of Elizabeth V. Davis " No. 4765 Equity.

Now the condition of the above obligation is such that if the said Arthur T. Elliott and Elizabeth V. Davis shall well and Faithfully peform the trust reposed in them by said decree and shall well and faithfully execute and comply with any further decreeoor order in the premises then the above obligation to be void otherwise to remain in full force and virtue in law.

Signed, Sealed and
Delivered in the presence
of

Mary E. Elliott

Arthur T. Elliott (SEAL)

Elizabeth V. Davis (SEAL)

Mary E. Davis (SEAL)

19

LIBER 88 PAGE 500

7

No. 4765 Equity

In the Matter of the Trust Estate of Elizabeth V. Davis.

Bond.

Approved
Ralph P. Melvin
C.J.

Filed March 15" 1944.

IN THE MATTER OF THE TRUST ESTATE	:	No. 4765 Equity
OF	:	In the
ELIZABETH V. DAVIS	:	Circuit Court
	:	for Anne Arundel County.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Arthur T, Elliott and Elizabeth V. Davis, Trustees, respectfully shows unto your Honors.

FIRST. That they were appointed Trustees in the above entitled cause by an order of this Honorable Court and have qualified as such Trustees.

SECOND. That your Trustees have entered into an agreement of sale with Ray L. Bridgewater and James H. Jefferson for the sale of two small parcels of land improved by two small dwellings located at Monument and Pleasant Streets, in the City of Annapolis, at and for the purchase price of Five Thousand One Hundred Dollars ($5,100.00), of which Two Hundred Dollars ($200.00) have been paid prior to the signing of the agreement, the balance to be paid in instalments of not less than One Hundred Dollars ($100.00) per month, all deferred payments to bear interest at the rate of five per cent. per annum during the existence of the agreement, and until the full purchase price is paid; said Bridgewater and Jefferson also agree to pay all taxes, public charges and assessments levied against the property from the date of said agreement, and to keep the improvements on said property fully insured against loss by fire; a copy of said agreement is filed herewith and prayed to be taken as a part hereof.

THIRD. This property is very much run down and in need of extensive repairs, and your Trustees feel that it would be to the advantage of the estate that the property be sold at this time.

FOURTH. The sole beneficiary of this trust is Miss Mary E. Davis, who is now aged. She has been acquainted with this sale and approves of the same.

19

NOW, THEREFORE, Your Trustees pray your Honors to pass an order in the premises, authorizing and confirming said contract of sale, above mentioned, and authorizing your Trustees to execute a deed conveying said property to said purchasers when the purchase price has been paid in full, and all terms of the contract of sale have been complied with in full.

And, as in duty bound, etc.

Arthur T. Elliott

Solicitor for Trustees

Arthur T. Elliott

Elizabeth V. Davis

Elizabeth V. Davis
TRUSTEES

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27th day of December 1946, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arthur T. Elliott and Elizabeth V. Davis, Trustees, as aforesaid, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true.

Witness my hand and Notarial Seal,

Ruby W. Cheney
NOTARY PUBLIC

I, Mary E. Davis, being the sole beneficiary of this Trust Estate, do hereby consent and agree to the said sale, reported herein, and request the Court to pass the order prayed for.

Mary E. Davis
Mary E. Davis

ORDER OF COURT

Upon the aforegoing Petition, affidavit and consent of Mary E. Davis, it is thereupon this 30 day of December, 1946, ORDERED by the Circuit Court for Anne Arundel County, sitting in Equity, that the sale to Ray L. Bridgewater and James H. Jefferson be and the same is hereby ratified and confirmed, and that the said Arthur T. Elliott and Elizabeth V. Davis, Trustees, be and they are hereby authorized and directed to execute a deed, conveying said property to the said purchasers when the purchase price has been paid, and the terms of the contract of sale complied with in full.

William J. McWilliams J.

21

THIS AGREEMENT OF SALE, made this _____ day of November in the year 1946, by and between Arthur T. Elliott and Elizabeth V. Davis, Trustees in the matter of the trust estate of Elizabeth V. Davis, No. 4765 Equity, in the Circuit Court for Anne Arundel County, and Mary E. Davis, the sole beneficiary of the income from said trust estate, parties of the first part, hereinafter called "VENDORS"; and Ray L. Bridgewater and James H. Jefferson, parties of the second part, hereinafter called "VENDEES"; Witnesseth:-

THAT the said Vendors do hereby bargain and sell unto the said Vendees, and the said Vendees do hereby purchase from the said Vendors,

First: - All that lot or parcel of land situate, lying, and being on the north side of Monument Street, Annapolis, Maryland, in the Sixth Election District of Anne Arundel County, Maryland, running in a northwest direction of 16 feet with a depth therefrom of 60 feet to the boundary of Cedar Bluff Cemetery. Being the identical property which was conveyed to the Estate of Elizabeth V. Davis by Elizabeth Smothers, widow, et al, by deed dated December 9, 1912, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 92 folio 404.

Second: - All those lots or parcels of land situate, lying, and being in the Sixth Election District of Anne Arundel County, Maryland, and described as follows:

Beginning for the same at the point of intersection of the west side of Washington Street and the north side of Monument Street, and running in a northerly direction on Washington Street for a distance of 60 feet more or less, to the line of Cedar Bluff Cemetery, and having a uniform depth from the said side of Washington Street of 50 feet. Being a portion of that property which was conveyed to Elizabeth Davis by Lewis Tydings and Elizabeth G. Tydings, his wife, by deed dated June 5, 1866 and recorded among the

Land Records of Anne Arundel County in Liber S.H. No. 1 folio 530.

AT AND FOR the price of FIFTY-ONE HUNDRED ($5100.00) DOLLARS, of which TWO HUNDRED ($200.00) DOLLARS has been paid prior to the signing hereof, the balance to be paid in the following manner; not less than One Hundred ($100.00) Dollars per month, all deferred payments to bear interest at the rate of five per cent (5%) per annum.

The said Vendees do hereby agree to pay all taxes, public charges, and assessments for and during the existence of this Agreement, and further agree that they will keep the property insured against loss by fire for the amount of the purchase price heretofore expressed in this Agreement, and to cause the policy to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Vendors as their interest may appear; and the said Vendees do hereby agree that if they shall default in their payments as expressed herein, for a period exceeding three months, that this Agreement shall be null and void, and any and all amounts paid on account shall be considered as rent or liquidated damages, and that the said Vendors shall have the right to re-enter and repossess said premises as though this Agreement had never been made.

AND upon payment of the unpaid purchase price, the Vendors hereby agree that they will execute a deed at the Vendees' expense which shall convey the property by a good and merchantible title, free and clear of all encumberances.

THIS AGREEMENT is subject to the approval and ratification of the Circuit Court for Anne Arundel County, in Equity.

WITNESS the hands and seals of the parties hereto.

Test:

Mary C. Elliott

Arthur T. Elliot (SEAL)
Arthur T. Elliot, Trustee

Elizabeth V. Davis (SEAL)
Elizabeth V. Davis Grantee

23

Test:

Mary C. Elliott

Frogan Tullman

Mary E. Davis (SEAL)
Mary E. Davis

Ray L. Bridgewater (SEAL)
Ray L. Bridgewater

James H. Jefferson (SEAL)
James H. Jefferson

LIBER 88 PAGE 507

No. 4765 Equity

IN THE MATTER

OF THE TRUST ESTATE

OF

ELIZABETH V. DAVIS

Report of Sale of Monument & Pleasant Street property, with Order of Court thereon.

30 November 1946 Rd.

Mr. Clerk:

Please file.

George E. Rullman

Solicitor for Trustees

Filed Dec. 27" 1946.

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS. MD.

IN THE MATTER OF THE	:	Equity No. 4765
ESTATE OF	:	IN THE CIRCUIT COURT
ELIZABETH V. DAVIS	:	FOR
	:	ANNE ARUNDEL COUNTY

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

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Arthur T. Elliott and Elizabeth V. Davis, Trustees of the above entitled Estate respectfully shows unto your Honors:

First: That they were appointed Trustees in the above entitled Estate by an Order of this honorable Court dated January 4, 1944.

Second: That under the Last Will and Testament of Elizabeth V. Davis filed in these proceedings, Mary E. Davis, the surviving Cestui Que Trust is authorized and permitted to consent to sell any portion of the property in said trust providing that she approves of said sale.

Third: That among the real estate holdings of this estate is a small parcel of land having a frontage on Conduit Street, in the City of Annapolis, of 10.63 feet and a depth therefrom of 88.6 feet, known and numbered as 167 Conduit Street, and improved by a small frame building used as a shoe shop which is in a poor state of repair, and your Trustees are of the opinion that the property should be sold and the proceeds of said sale made a part of the corpus of this estate.

Fourth: Arthur T. Elliott and Mary E. Davis have made an offer to purchase this property, at and for the sum of Seven Hundred Fifty Dollars ($750.00), and filed herewith is an

25

appraisement made by Charles F. Lee and Thomas G. Basil, realtors of Annapolis, wherein they state that in their opinion the present value of the property is Seven Hundred Fifty Dollars ($750.00), which appraisement is filed herewith and prayed to be taken as a part hereof. Your Petitioners also file herewith a plat of said property made by J. R. McCrone, Jr., Surveyor, dated March 26, 1948, which is prayed to be taken as a part hereof.

Fifth: The consent and approbation of the sale by Mary E. Davis is hereon endorsed as required by the provisions of the Last Will and Testament of Elizabeth V. Davis filed in these proceedings, she having survived Lillian C. Davis, the other Cestui Que Trust in said Will.

Your Trustees therefore pray your Honors to pass an Order authorizing the said Arthur T. Elliott and Elizabeth V. Davis to sell said strip of ground to Arthur T. Elliott and Mary E. Davis, at and for the price of Seven Hundred Fifty Dollars ($750.00), and to grant and convey the same by a good and sufficient deed to the said Arthur T. Elliott and Mary E. Davis.

Arthur T. Elliott

Elizabeth V. Davis

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 9th day of April, 1948, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arthur T. Elliott and Elizabeth V. Davis, Trustees of the Estate of Elizabeth V. Davis, and made oath in due form of law that

the matters and facts set forth in the foregoing Petition are true as therein stated.

Witness my hand and Notarial Seal,

Ruby W. Chaney
Ruby W. Chaney, Notary Public

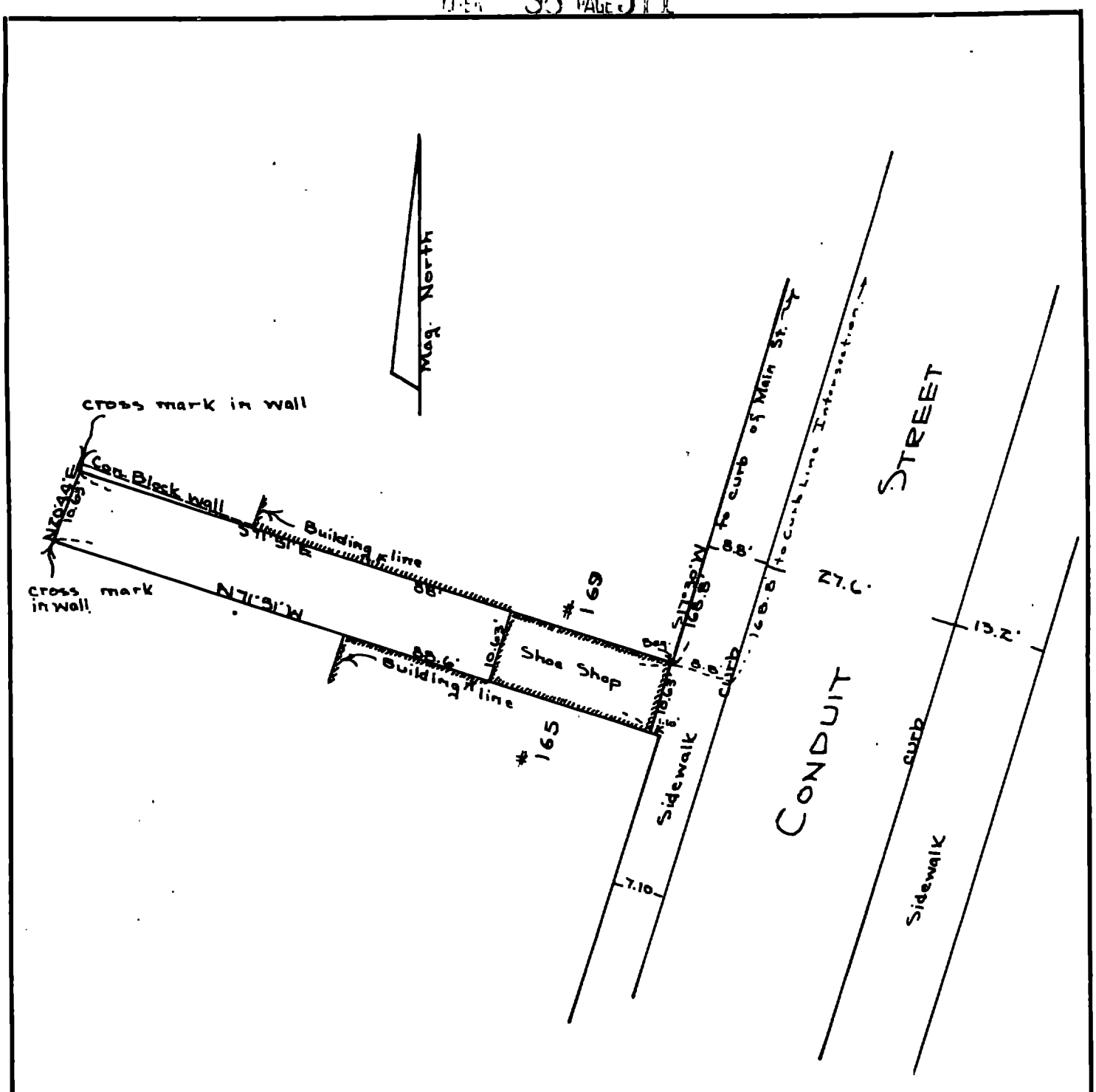
I hereby give my consent and approbation to the sale of the parcel of ground as set forth in the foregoing Petition and as shown on the plat accompanying, at and for the sum of Seven Hundred Fifty Dollars ($750.00), and join in the request to this Court to authorize the Trustees to make the sale and transfer and convey the same.

Mary E. Davis
Mary E. Davis

ORDERED, by the Circuit Court for Anne Arundel County, sitting in Equity, this 12th day of April, 1948, upon the foregoing Petition and assent and approval of Mary E. Davis, Cestui Que Trust, that Arthur T. Elliott and Elizabeth V. Davis, Trustees, be and they are hereby authorized to sell unto Arthur T. Elliott and Mary E. Davis, the parcel of land as set out in said Petition and as shown on the plat accompanying the same, at and for the sum of Seven Hundred Fifty Dollars ($750.00), to be paid in cash, and to execute and deliver a deed conveying the same.

Wm. L. Anderson
Judge

27



SURVEY

of 167 CONDUIT STEET,

ANNAPOLIS, MD.

for ARTHUR ELLIOTT

Scale 1"=20' Date 3/26/48

J. R. McCRONE, Jr.

Registered Professional Engineer & Surveyor

Annapolis, Md.

CHARLES F. LEE
Realtor

LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

LIBER 88 PAGE 512

December 5, 1947

To Whom it May Concern:

We, the undersigned, have inspected the property at 167 Conduit Street, Annapolis, Maryland, owned by the Estate of Elizabeth Davis heirs.

The lot in question is 10½ feet frontage on Conduit Street with a depth of 86 feet. The assessment on the land is $368.00 and the building thereon is assessed at $240.00. The building only has a front and rear as it is built between two other walls.

We have been familiar with this property for many years and inspected same again on the 2nd of December, 1947 for the purpose of making an appraisal.

We are of the opinion that the property has a present value of Seven hundred Fifty Dollars ($750.00).

Respectfully submitted,

Thomas G. Basil

Charles F. Lee

29

9

Equity No. 4765
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

IN THE MATTER OF THE

ESTATE OF

ELIZABETH V. DAVIS

PETITION TO SELL REAL ESTATE
and
ORDER OF COURT THEREON 4/12/48

Mr. Clerk:
Please file the.
George E. Rullman
Atty for Petitioner

Filed April 12" 1948.

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MARYLAND

D-6

IN THE MATTER OF THE ESTATE	:	EQUITY NO. 4765
OF	:	IN THE CIRCUIT COURT FOR
ELIZABETH V. DAVIS	:	ANNE ARUNDEL COUNTY

PETITION FOR CONSTRUCTION OF WILL; REFERENCE TO COURT AUDITOR AND DISCHARGE OF TRUSTEES:

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Petition of Arthur T. Elliott and Elizabeth V. Davis, Trustees, respectfully shows unto your Honors:

First: That Arthur T. Elliott was appointed Trustee in the above entitled Cause and Order of this Honorable Court on the 15th day of May, 1923 and Elizabeth V. Davis was appointed Co-Trustee by an Order of this Honorable Court dated March 13, 1944.

Second: That this Trust Estate was created by the Last Will and Testament of Elizabeth V. Davis which is recorded among the Testamentary Records of Anne Arundel County in Liber W.F.P. No. 1, Folio 208, a certified copy of said Will having been heretofore filed among the proceedings of this Estate, as an exhibit.

Third: That from the date of said Orders as referred to, the Trustees have managed this Estate and have continued to act as such Trustees until date and have complied with Rule #20 of this Court up until the death of Mary E. Davis, last survivor under the Trust, departed this life February 21, 1953.

That R. McKendree Davis, the original Trustee and a beneficiary, departed this life on the 31st day of December, 1900 and his wife, Addie C. Davis is also deceased. They are survived by R. McKendree Davis, Raymond L. Davis and Elizabeth V. Davis, all of age, as their heirs at law.

Jessie D. Elliott departed this life February 5, 1895, leaving surviving her, her husband Thompson P. Elliott who departed this life April 1, 1935 survived by Arthur T. Elliott, of age, as their only heir at law.

Jeremiah T. Davis departed this life December 24, 1916 who had only a life estate under the provisions of the Last Will and Testament of Elizabeth V. Davis.

Lillian C. Davis, unmarried, departed this life July 31, 1921.

Samuel Davis, single, departed this life February 7, 1923.

Mary E. Davis departed this life February 21, 1953.

It is provided in the Will of Elizabeth V. Davis that upon the death of Lillian C. Davis and Mary E. Davis that the Trust created shall cease and distribution of the assets of the Estate be distributed in accordance with the provisions of her Last Will and Testament.

Fourth: Your Petitioners file herewith their account for receipts and disbursements, accounting from the period March 1, 1953 to November 30, 1953, this being from the date of the last audit under Rule #20 of this Court showing cash balance in hand amounting to $24,163.71, as an exhibit. Other assets of this Estate of certain fixtures and furniture contained in the dwelling at the corner of Main and Conduit Streets, Annapolis, Maryland made by Harry T. Kraus totaling $1,195.00 and Real Estate consisting of a brick and frame three story dwelling known and designated as 179 Main Street; a one story frame building known and designated as 181 Conduit Street; a brick two story building known as 179 Conduit Street; a brick two story building known and designated as 177 Conduit Street; a frame two story building known and designated as 173 Conduit Street and a brick two story building known as 171 Conduit Street, all in the City of Annapolis, Maryland of which no appraisal has been made.

NOW THEREFORE, your Petitioners pray your Honors:

1. That this Honorable Court construe the provisions of the Last Will and Testament of Elizabeth V. Davis in order that distribution may be made in accordance therewith.

31

2. That the matter be referred to the Court Auditor to state an account.

3. And upon ratification of the Account to be stated by the Court Auditor, that the Trustees be discharged and their bond filed in this cause be released from further liability.

AND as in duty bound,

Arthur T. Elliott

Attorney for Trustees

Elizabeth V. Davis

Trustees of the Estate of Elizabeth V. Davis

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

I hereby certifty 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 Arthur T. Elliott and Elizabeth V. Davis, Trustees of the Estate of Elizabeth V. Davis, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of their knowledge and belief.

Witness my hand and Notarial Seal,

BARBARA ANN SCHWARTZ NOTARY PUBLIC ANNE ARUNDEL CO. MD.

m Barbara Ann Schwartz, Notary Public

32

Annapolis, Maryland
December 1, 1953

No. 4765 Equity

To the Honorable Judge of
the Circuit Court of
Anne Arundel County, Maryland

Honorable Sir:

We, the undersigned, Trustees of the Estate of Elizabeth V. Davis, beg leave to submit the following report for the period of March 1, 1953, to November 30, 1953, viz:

RECEIPTS AND DISBURSEMENTS

Store 171 Conduit Street			
Received from rent		$ 450.00	
Water rent	$ 9.50		$ 20.73
Repairs	11.23		
Store 173 Conduit Street			
Rent		160.00	
Apt. #1 -175 Conduit Street			
Received from rent		225.00	
Water rent	13.02		13.02
Apt. #2 -175 Conduit Street			
Received from rent		175.00	
Water rent	13.02		13.02
(Vacant since Oct. 23, 1953)			
Store 177 Conduit Street			
Received from rent		94.00	
Water rent	9.50		9.50
(Vacant since May 20, 1953)			
Store 179 Conduit Street			
Received from rent		270.00	
Water rent	9.50		
Repairs	7.00		16.50
Store 181 Conduit Street			
Received from rent		280.00	
Water rent	9.50		9.50
		1,654.00	82.27

33

Balance brought forward	$ 1654.00	$ 82.27
Bank cahrges		2.54
County Taxes		476.52
City Taxes		387.26
Cleaning and removing trash from 179 Main Street		100.00
Cleaning snow from 179 Main Street		2.00
Fire Insurance (For all Conduit St. property from 3/4/53 to 3/4/54)		53.98
Trustees' Commission to November 30, 1953		199.59
	$ 1,654.00	$ 1,304.16
		349.84
	$ 1,654.00	$ 1,654.00

MONEY HELD IN TRUST FROM SALE OF PROPERTY

Sale of lots in Cedar Bluff Cemetery	$ 17,971.77
Agreement Sale- Washington & Monument Streets	5,100.00
Sale of property - 167 Conduit Street	750.00
Accumulated interest to November 30, 1953	341.94
Balance on hand November 30, 1953	$ 24,163.71

Respectfully submitted:

Arthur T. Elliott

Elizabeth V. Davis

Elizabeth V. Davis
Trustees

APPRAISAL OF ESTATE OF ELIZABETH E. DAVIS MADE AUGUST 3rd, 1953
BY HARRY T. KRAUSE, APPRAISER FOR GEORGE E. RULLMAN, ATTORNEY

1	Colonial Mirror	$ 15.00
1	96" Sofa	25.00
1	84" Sofa	25.00
18	Chairs Lot	20.00
1	Secretary	20.00
1	Rocker	5.00
1	Console Table	20.00
2	42" Banquet Tables @ $75.00	150.00
2	48" Banquet Tables @$100.00	200.00
11	Pictures Lot	5.00
1	36" Tilt Top Table	35.00

9	Colonial Chairs @ $3.00	$ 27.00
4	Rockers Lot	5.00
22	Chairs @ $1.00	22.00
2	Tables and Pedestal Lot	3.00
1	Mirror	2.00
1	Secretary	50.00
1	Organ	5.00
6	Pictures Lot	3.00

Contents of Right Front Room ..... $ 25.00

1	Mahogany Dresser	$ 75.00
1	High Boy	15.00
1	Three Drawer Chest	5.00
1	Drop Leaf Table	10.00
2	Wardrobes Lot	5.00
1	Bed	25.00

Contents of Second Floor, Front Hall ..... $ 15.00

Contents of Second Floor, Bath ..... $ 15.00

2	Teesters Beds @ $100.00	$200.00
1	Chest on Chest	15.00
1	Wardrobe	3.00
1	Wardrobe	10.00
1	Lot Ods and Ends	15.00

1	Mahogany Table - broken	Lot $ 50.00
1	Bed - broken	
1	Three Drawer Night Table	

3	Acorn Beds - Lot	$ 75.00

1195.00

36

LIBER 88 PAGE 520

Equity No. 4765

P E T I T I O N

IN THE MATTER OF THE ESTATE

OF

ELIZABETH V. DAVIS

CONSTRUCTION OF WILL
REFERENCE TO AUDITOR
DISCHARGE OF TRUSTEES

MR. CLERK:

PLEASE FILE.

George E. Rullman

GEORGE E. RULLMAN
ATTORNEY FOR TRUSTEE

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

Filed Dec. 11" 1953

IN THE MATTER	:	No. 4765 Equity
OF THE ESTATE	:	IN THE CIRCUIT COURT
OF	:	FOR
ELIZABETH V. DAVIS	:	ANNE ARUNDEL COUNTY

AGREED STATEMENT OF FACTS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Arthur T. Elliott, as Trustee in this matter and as a beneficiary under this Trust; Elizabeth V. Davis, as Trustee and beneficiary; R. McKendree Davis, beneficiary and heir and Raymond L. Davis, as beneficiary and heir, respectfully show unto your Honors:

That Elizabeth V. Davis, their Grandmother, departed this life on or about March 10, 1896, testate, her Will being dated December 13, 1894 was duly admitted to probate in the Orphans Court for Anne Arundel County on March 24, 1896, a certified copy of said Will is filed in this proceeding as an exhibit. At the time she made her will she was a Widow with six children, namely: Jesse D. Elliott, Jeremiah T. Davis, R. McKendree Davis, Lillian C. Davis, Samuel Davis and Mary E. Davis. The Will discloses that she devised to Jesse D. Elliott a three story brick dwelling house adjoining the property of the late Doctor Burton Randall, as now enclosed, having a frontage on Main Street of about 19 feet 6 inches with an irregular depth to an alley 8 feet 4 inches wide; then made a devise to her two sons, R. McKendree Davis and Samuel Davis, a tenants in common, and other devises; then created a Trust Estate, which, according to the provision of the Will, terminated on the death of the last surviving child, Mary E. Davis.

Jesse D. Elliott departed this life, Intestate, February 5, 1895, survived by her husband Thompson P. Elliott, who died April 1, 1935 and a son, Arthur T. Elliott, one of the present Trustees of this Estate. Her Estate was administered by Arthur T. Elliott, her

37

son. The First and Final Account was filed and passed on July 15, 1930. There was no administration on the Estate of Thompson P. Elliott.

Jeremiah T. Davis, unmarried, departed this life December 24, 1916, who had only a life estate under the provision of his Mother's Will. There was no administration on his Estate.

Lillian C. Davis, unmarried, departed this life July 31, 1921, intestate, Her Estate was administered by Samuel Davis in the Orphans Court for Anne Arundel County. The First and Final Account was filed and passed on October 29, 1922.

R. McKendree Davis died testate December 31, 1900. This Estate was administered in the Orphans Court for Anne Arundel County by his wife, Addie C. Davis, Executrix. The First and Final Account was filed and passed September 3, 1901. A certified copy of the Will of R. McKendree Davis is filed herewith and is prayed to be taken as a part hereof. He left surviving him, his widow, Addie C. Davis, a son R. McKendree Davis, a son Raymond L. Davis and a daughter Elizabeth V. Davis.

Addie C. Davis died intestate February 3, 1930. Her Estate was administered in the Orphans Court for Anne Arundel County by R. McKendree Davis, her son. The First and Final Account was filed and passed March 10, 1931.

Samuel Davis, unmarried, died intestate February 6, 1923. His Estate was administered in the Orphans Court for Anne Arundel County by Arthur T. Elliott. The First and Final Account was filed and passed November 24, 1925.

Mary E. Davis, unmarried, died testate February 21, 1953. Her Estate was administered in the Orphans Court for Anne Arundel County by Arthur T. Elliott, Executor, and a certified copy of her Last Will and Testament is filed herewith and is prayed to be taken as a part hereof. The First and Final Account was filed and passed October 6, 1953.

In the Fourth Paragraph of the Petition of Arthur T. Elliott and Elizabeth V. Davis, Trustees, heretofore filed in this proceeding, asking for distribution and termination of this Estate, a statement of the funds in the hands of the Trustees is recited and your Petitioners have caused an appraisal of the Real Estate now held by the Trustees to be made by Fred E. Voges and W. H. M. Smith, both Realtors engaged in the Real Estate business in Annapolis, Maryland, showing an appraisal in the amount of Fifty Seven Thousand Six Hundred Eighty Nine Dollars ($57,689.00) which is filed herewith and prayed to be taken as a part hereof; a title report on the Real Estate together with a plat of the remaining Real Estate of this Estate is filed herewith and prayed to be taken as a part hereof.

All of which is respectfully submitted and these beneficiaries hereby agree that they will abide by and perform such decree or order as the Court may pass in the premises.

Arthur T. Elliott

Elizabeth V. Davis

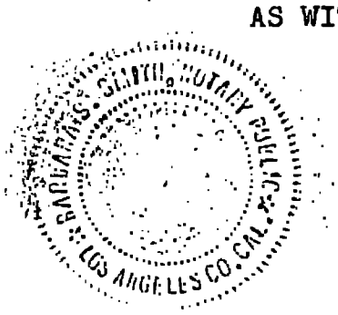
R. McKendree Davis

Raymond L. Davis

STATE OF CALIFORNIA, Los Angeles COUNTY, to wit:-

I hereby certify that on this 10 day of March, 1954, before the subscriber, a Notary Public of the State of California, in and for the County aforesaid, personally appeared R. McKendree Davis, and made oath in due form of law that the matters and facts set forth in the foregoing statement are true as stated.

AS WITNESS, my hand and Notarial Seal,



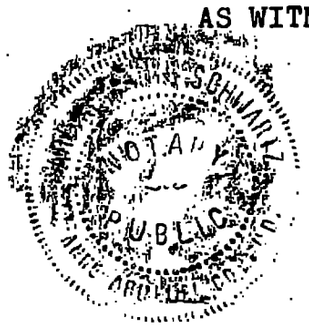
Barbara S. Smith
Notary Public

My Commission Expires April 3, 1955

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

I hereby certify that on this 4th day of March, 1954, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Arthur T. Elliott, Elizabeth V. Davis and Raymond L. Davis, Sr. and made oath in due form of law that the matters and facts set forth in the foregoing statement are true as stated.

AS WITNESS, my hand and Notarial Seal,



Barbara Ann Schwartz
Barbara Ann Schwartz, Notary Public

40

LIBER 88 PAGE 525 //

AGREED STATEMENT OF FACTS

No. 4765 Equity

IN THE MATTER

OF THE ESTATE

OF

ELIZABETH V. DAVIS

Mr. Clerk:

Please file.

George E. Rullman

Attorney for Trustees

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

Filed 12 Mar., 1954

In the name of God! Amen.

I, R. McK. Davis do leave all my real and personal estate that enhearited through my mother to my wife, Addie C. Davis all that I receive from my fathers estate or my children shall receive.

I do make my wife Addie C. Davis trustee without Bond.

In Testermony whereof I do this 31st day of Dec. in the year of our Lord Nineteen Hundred

R. McK. Davis

Witnessed by Lilian C. Davis

Samuel Davis

Codicil No. 1 The object of my giving her the trustee to this estate is to give her athority to sell and invest if she things best to do so at his requst

R. McKendree Davis

Witnessed this 31st day of Dec. 1900

Lilian C. Davis

ANNE ARUNDEL COUNTY, SS: Samuel Davis

On the 15th day of Jany, 1901 came Samuel Davis and made Oath in due form of law that he does not know of any Will or Codicil of R. McKendree Davis late of said County, deceased, other than the above instrument of writing, and that he received the same from Addie C. Davis and has retained possession of the same until delivered to the Register of Wills and that the testator died on or about the 31st day of December 1900.

Sworn to in open Court

Luther A. Palmer Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 15th day of Jany, 1901 came Samuel Davis subscribing witnesses to the aforegoing last Will and Testament of R. McKendree Davis late of said County, deceased, and made Oath in due form of law , that he did see the Testator sign and seal this Will; that he heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension, of sound and disposing mind, memory and understanding; and that he together with Lillian C. Davis subscribed his name as witness to this Will in his presence, at his request and in the presence of each other.

Sworn to in open Court .

Luther A. Palmer Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 6th day of March 1901 came Lillian C. Davis subscribing witnesses to the aforegoing last Will and testament of R. McKendree Davis late of said County, deceased, and made Oath in due form that she did see the Testator sign and seal this Will; that she heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Samuel Davis subscribed their names as witnesses to this Will in his presence at his request and in the presence of each other.

Sworn to in open Court

Luther A. Palmer Register of Wills for Anne Arundel County.

IN THE ORPHANS' COURT FOR ANNE ARUNDEL COUNTY.

The Court after having carefully examined the aforegoing last Will and Testament and codicil of R. McKendree Davis, together with the evidence adduced as to its validity, orders and decrees this 1st day of March, 1901, that the same be admitted in this Court as the true and genuine last will and testament and codicil of the said R. McKendree Davis, deceased.

Alfred Ijanes C.J.

Charles H. Russell A.J.

Henry Woodward A.J.

42

LIBER 88 PAGE 528

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 R. McKendree Davis *late of said County deceased* together with the prrof and probate thereof *taken from* the original being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

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

R. Glenn Prout

Register of Wills for Anne Arundel County

43

EQUITY NO. 4765

IN THE MATTER OF THE

ESTATE

OF

ELIZABETH V. DAVIS

CERTIFIED COPY OF WILL
OF
R. McKENDREE DAVIS

Mr. Clerk:

Please file.

George E. Rullman
Attorney for Trustees

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

Filed 12 Mar., 1954.

In the Name of God, Amen!

I, Mary E. Davis of Annapolis, Anne Arundel County, in the State of Maryland being of sound and disposing mind, memory and understanding considering the certainty of death and the uncertainty of the time thereof and desiring to settle my worldly affairs, in the manner seeming best to me before it pleases Almighty God to call me hence, do make, publish and declare the following as my last will and testament.

In the first place I commit my Soul unto the hands of Almighty God who gave it and my body to the earth to be decently buried in the discretion of my executor hereinafter named.

After the payment of all my just and lawful debts due and owing at the time of my death:

Item: I give and bequeath to St. Anne's Cemetery the sum of Two hundred dollars, for the perpetual care of the lot in St. Anne's Cemetery of the late Louis Sydings.

Item: I direct my executor hereinafter named to have monuments placed at the graves in said lot which have none, to be like my Mother's the late Elizabeth V. Davis, the cost of same to be paid out of my estate.

Item: I give and bequeath to R. McKendree Davis, Raymond L. Davis and Mable Davis Seibel, each the sum of ten dollars.

Item: I give and bequeath to my niece Elizabeth V. Davis my small cream white cameo pin and ladies carved gold watch.

Item: I give, devise and bequeath to Arthur T. Elliott my interest in my Mother's estate, the late Elizabeth V. Davis, my large cream white cameo pin, and all the rest of my jewelry, large bed quilt with fringe around it, knives and forks, and the rocking chairs in living room.

Item: I give and bequeath to Mary C. Elliott, wife of Arthur T. Elliott, all my bedspreads, sheets, pillow and bolster cases, towels, bureau and table scarfs, table cloths, centerpieces, and all my personal belongings.

All the rest and residue of my property, real, personal and mixed of whatever description, and whever situate, and of whatever interest I may have therein, to Arthur T. Elliott, his heirs, personal representatives and assigns, absolutely and in fee simple.

Lastly I hereby nominate, constitute and appoint Arthur T. Elliott, Executor of this my last will and testament hereby revoking any and all former wills at any time heretfore made by me and declare this and none other to be my last will and testament.

In testimony whereof I have hereunto set my hand and affixed my seal this eighteenth day of December in the year Nineteen hundred and twenty-five.

Mary E. Davis (SEAL)

Signed, Sealed, Published and Declared by the above named Mary E. Davis as her last will and testament in our presence, who at her request, in her presence and in the presence of each other have hereto set our hands as witnesses thereto this eighteenth day of December in the year Nineteen hundred and twenty-five.

Myrtle Sturm

Nicholas H. Green

ANNE ARUNDEL COUNTY, SS:

On the 3rd day of March, 1953, came Arthur T. Elliott and made Oath in due form of law, that he does not know of any Will or Codicil of Mary E. Davis late of said County, deceased, other than the above instrument of writing, and that he found the same among the personal effects of the Testatrix who died on the 21st day of February 1953.

Sworn to in open Court.

Clemence C. Burwell Deputy Register of Wills for Anne Arundel County.

ANNE ARUNDEL COUNTY, SS:

On the 3rd day of March, 1953, came Myrtle Sturm, one of the subscribing witnesses to the aforegoing last Will and Testament of Mary E. Davis late of said County, deceased, and made oath in due form of law, that she did see the Testatrix sign and seal this Will; that she heard her publish, pronounce and declare the same to be her last Will and Testament, that at the time of her so doing she was, to the best of her apprehension, of sound and disposing mind, memory and understanding; and that she together with Nicholas H. Green subscribed their names as Witnesses to this Will in her presence, at her request and in the presence of each other.

Sworn to in open Court;

Clemence C. Burwell Deputy Register of Wills for Anne Arundel County.

45

ANNE ARUNDEL COUNTY, SS:

On this 3rd day of March, A.D. 1953, personally appeared George E. Rullman who on oath says that he was well acquainted with Nicholas H. Green and that affiant knows his handwriting, having often seen him write; that after examining the signature of Nicholas H. Green on the paper writing purporting to be the last Will and Testament of Mary E. Davis deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said Nicholas H. Green and it is well known to affiants that said Nicholas H. Green is deceased.

George E. Rullman.

Sworn to and subscribed before me on the day and year aforesaid.

Clemence C. Burwell Deputy Register of Wills for Anne Arundel County.

IN THE ORPHANS' COURT OF ANNE ARUNDEL COUNTY:

The Court after having carefully examined the above last Will and Testament of Mary E. Davis , late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 3rd day of March, 1953 that the same be admitted in this Court as the true and genuine last Will and Testament of the said Mary E. Davis, deceased.

Owain E. Owens

Judges: Charles G. Hill

Joseph O. H. Fowler.

46

LIBER 88 PAGE 533

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 The Last Will and Testament

of

Mary E. Davis *late of said County deceased* together with the proof and probate thereof *taken from* the original

being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

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

R. Glenn Prout

Register of Wills for Anne Arundel County

47

EQUITY NO. 4765

IN THE MATTER OF THE

ESTATE

OF

ELIZABETH V. DAVIS

CERTIFIED COPY OF THE WILL
OF
MARY E. DAVIS

Mr. Clerk:

Please file.

Attorney for Trustees

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

Filed 12 March, 1954

ESTATE OF ELIZABETH V. DAVIS

EQUITY NO. 4765

Subject of Examination: That lot in the City of Annapolis, with Improvements thereon, which was conveyed by John W. Williams, Trustee to Lewis Tydings, October 10, 1845, Liber J.H.N. No. 1, folio 298.

(Also considered was the conveyance of certain adjacent property by Alfred G. Holland to Samuel Davis, April 4, 1849. JHN 4/103, and later conveyed by Davis to Lewis Tydings, in trust for his, Davis' wife, Elizabeth V. Davis. It was necessary to check this property to some extent in order to correctly locate our property and conveyances made by persons in our chain of title, but title to said property is not herein passed on.)

The description in the aforesaid deed to Lewis Tydings from John W. Williams, Trustee, gave a frontage of 83 feet on Church (now called Main) Street and 171 feet on Conduit Street-whether the building line or the curb line was used is not in the records, as neither was called.

By deed dated June 5, 1866, Lewis Tydings and Elizabeth G., his wife, conveyed to their daughter, Elizabeth V. Davis, (GEG/SH 1/529), a lot "adjoining the property of Samuel Davis on Conduit Street, fronting on said street 10 ft. 9½ in., running back in a strait line with the wall of the adjoining building of the said Lewis Tydings 89½ feet to the property now owned by Mrs. Gill. This was apparently the southernmost portion of the lot obtained by Tydings from Williams, Trustee, as aforesaid (JHN 1/298), which fact is borne out by an allegation in No. 321 Equity.

Being so seized of all of the aforesaid original lot obtained from Williams, Trustee, except said 10 ft. 9½ in. lot conveyed as above to his daughter, Elizabeth, Lewis Tydings died in March, 1872, leaving a widow, Elizabeth G. Tydings, and one child, the aforesaid Elizabeth V. Davis, and 2 grand-children, Eugene D. Tydings (adult) and Eliza Virginia Tydings, (a minor), the children of a deceased son, Lewis L. Tydings.

In October, 1872, a Bill in Equity was filed by Elizabeth V. Davis and her husband, Samuel, (No. 321 Equity) naming the said widow, Elizabeth G. and the 2 grand-children, Eugene D. and Eliza V., as defendants, in which a partition was prayed. A partition was decreed by preliminary order dated March 13, 1873, which appointed a commission (etc.)

The Commission report and survey showed a frontage of 87 ft. 6 in. on Church Street -- 6 in. less than in the aforesaid deed description, (Williams, Tr.to Tydings, JHN 1/298) and 158 ft. 7 in. on Conduit Street, which latter dimension, after allowing the 10ft. 9½ in. conveyed to Elizabeth V. Davis, is 1 ft. 7½ in. less than in the deed description.

Lot Number One (1) was allotted to Elizabeth V. Davis by the Commission, confirmed by final decree of Court, October 29, 1873. This lot had a frontage on Church Street of 87 ft. 6 in. and on Conduit Street of 102 ft. 3 in. (See Abstract of said Equity case, herewith, for description of improvements said to be on this and other partition lots). The Dower allotted to Elizabeth G. Davis, widow, was part of this Lot (1).

Lot No. Two (2) was laid off and then divided into Portions "A" and "B", each fronting 24 feet on Conduit Street, as shown on the Plat filed in the case, but the description of Lot "A", which was South of and adjacent to Elizabeth V. Davis' Lot No. 1, included the bed of an 8 ft. 4 in. alley, which was for the use by owners of Portions "A" and "B". This alley was just South of Lot No. 1, and it also ran southerly across Portion "A"; the width in the back was not specifically stated but the presumption is that the width was a uniform 8 ft. 4 in. throughout its entire length- the use and description of the alley in said Equity case was stated as follows: "the said Portion B to use and hold in common with portion A the 8 ft. 4 in. alley laid off for their exclusive use on the North end of the portion A and extending across portion A in the rear of the brick store thereon erected to the line of portion B."

48

Said Portion "A" was allotted to Eugene D. Tydings. In the decree, as recorded, the frontage on Conduit Street, including the alley, was given as 30 ft. 4 in., - the description in the Commissioners' return gave 32 ft. 4 in. which is apparently the correct figure. This Portion "A" was later conveyed by Eugene D. Tydings to Elizabeth V. Davis, by deed dated December 24, 1873 and recorded in S.H. No. 8,folio 142. This gave Elizabeth V. Davis all of the lot originally conveyed to Lewis Tydings except Portion "B", which was allotted to Eliza V. Tydings in said Equity No. 321 (Eliza Tydings later, having changed her name by marriage to Wilson, conveyed said lot to James Revell, S.H. 18/316). This Portion "B" separated the 10 ft. 9½ in. lot of Elizabeth V. Davis from said Portion "A".

By instrument dated April 11, 1881, Elizabeth V. Davis and one Edward Powers agreed on a boundary line as to property on Conduit Street, no title reference was given but the property apparently involved was that conveyed by Alfred G. Holland and wife to Samuel Davis (JHN 4/103) and does not affect the property herein examined. (This Samuel Davis lot had been conveyed by him to Tydings to hold in trust for Elizabeth V. Davis; in No. 4920 Equity, this trust was declared to be at an end and the property vested in the heirs of Elizabeth V. Davis, and in 4930 Equity was decreed to be conveyed to Arthur T. Elliott and Mary E. Davis, - see deed - WMB 7/246, 7/1/1925).

Elizabeth V. Davis died testate on or about March 10, 1896.(No. 362 Administration). By her Will (W.F.P. No. 1, folio 208) she devised to her daughter, Jesse D. Elliott, wife of Thompson P. Elliott, a lot and 3 story brick dwelling on Church Street, fronting about 19 feet on Church Street; this was apparently the westernmost 19 feet of the original 87 ft. 6 in. frontage on said street.

The rest of the Church and Conduit Street property, except the lot conveyed by Samuel Davis to Lewis Tydings, in trust, was devised to R. McKendree Davis, in trust, to pay the income to Lilian C. Davis and Mary E. Davis, until both married or died, the remainder then to vest. Title to the remainder will be considered more in detail later).

In 1897, the "heirs" of Samuel and Elizabeth Davis obtained a sewer easement from Judge James Revell (GW 67/128).

In 1923, upon petition by Mary E. Davis, et al, the Circuit Court for Anne Arundel County assumed jurisdiction of the Trust Estate of Elizabeth V. Davis, said case No. 4765 Equity, is abstracted herewith, Trustees in this case were, Arthur T. Elliott, R.McKendree Davis, Jr., and Elizabeth V. Davis (grandaughter of the first Elizabeth v.); the latter took the place of her brother, R.McKendree, Jr.

As previously stated, the property was to be held in trust and the income payable to Lilian C. Davis and Mary E. Davis, for life, if they remained single, and from and after the death or marriage of both of said daughters "which shall first happen", the trust then to cease and property equally divided among Jeremiah T. Davis, R. McKendree Davis, Lilian C. Davis, Samuel Davis and Mary E. Davis or their descendants, Jeremiah to hold the 1/5 part for life, after his death "then to my other children, viz: R.McKendree Davis, Lilian C. Davis, Jesse D. Elliott, Samuel Davis and Mary E. Davis." You will note that Jesse D. was not named as having an equal share at the termination of the trust, but she was to have a share upon the death of Jeremiah -- was this a 1/5 of the whole, i.e. was she to step in and take Jeremiah's share, or was it a 1/5 of Jeremiah's 1/5 or a 1/25, my interpretation is that Jeremiah's 1/5 was to be divided among the 5 children named, and that Jesse was meant to get only 1/25, she having already received the dwelling on Church Street by the devise previously mentioned.

49

LIBER 88 PAGE 537 14

EQUITY NO. 4765

IN THE MATTER OF THE ESTATE

OF

ELIZABETH V. DAVIS

REPORT OF TITLE EXAMINATION

Mr. Clerk:

Please file.

George E. Rullman
Attorney for Trustees

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

Filed 12 Mar., 1954

IN THE MATTER OF THE ESTATE OF ELIZABETH V. DAVIS

TO THE HONORABLE JUDGES
OF THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY, MARYLAND

REPORT OF APPRAISAL

In accordance with the request of George E. Rullman, Attorney at Law, we have jointly examined, inspected and appraised the following real property, all included in the above captioned Estate according to a Plat furnished us by Arthur T.Elliott, Trustee:

179 Main Street, 2½ story frame building with brick ends including a wing of frame construction covered with stucco, known as No.181 Conduit St., the first floor being occupied by a store and room above connecting with No. 179 Main Street	$8,000.00	
Lot - fronting 69'.4" on Main Street and having a variable depth of from 53'.5" to 103'.5" ...	23,817.00	$31,817.00
177-179 Conduit Street, 2 story, brick building occupied as stores on the first floor, with an apartment above	6,750.00	
Land occupied by this building	3,504.00	10,254.00
173-175 Conduit Street, including second story portion extending over an 8 ft. Right of Way, frame construction occupied by store on first floor, with an apartment above	3,000.00	
Land occupied by this building but not including the Right of Way..	1,468.00	4,468.00
171 Conduit Street, brick, two story building, occupied by store on first floor and storage above	6,500.00	
Land occupied by building and 8 Ft. Right of Way	4,650.00	11,150.00
TOTAL		$57,689.00

All of the above described properties are in very poor condition. None of them contain central heating systems. The plumbing and electrical work was done many years ago and besides being outmoded is in deplorable condition.

50

We, the undersigned, each being a Realtor and a Member of the Anne Arundel County Real Estate Board, Inc., residing and engaging in the Real Estate business in Anne Arundel County, Maryland with twenty years experience, do certify that during the month of February 1954, we did examine, inspect and appraise all of the above mentioned real estate and that we do appraise each and every parcel of the same to have the value set forth above to the best of our experience and belief.

Respectfully submitted

Fred E. Voges

Fred E. Voges

W.H.M. Smith

W.H.M.Smith

State of Maryland)
Anne Arundel County) SS

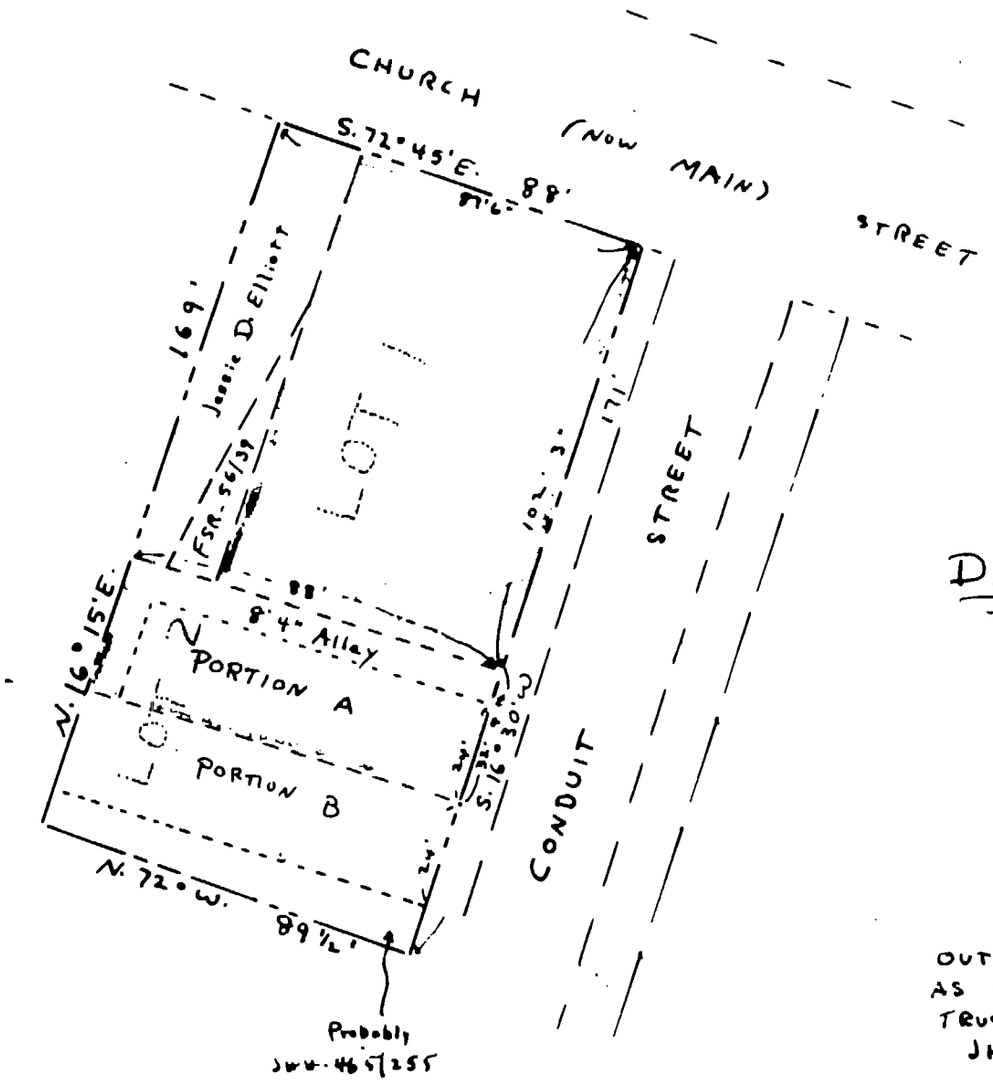
I hereby certify that on this 2nd.day of March, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Fred E. Voges and W.H.M.Smith, both Realtors of said County, and they did severally make oath that they are acquainted with the real property mentioned in the aforesaid Certificate of Appraisal, and also with the value of real property in the immediate vicinities of the respective pieces of real estate mentioned above, and that the matters, facts and amounts set forth in the above Certificate of Appraisal are true and correct to the best of their knowledge and belief.

As witness my hand and seal Notarial, this 2nd. day of March, 1954.

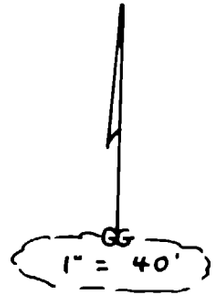
Mary M. Munroe

Mary M. Munroe
Notary Public

51



DAVIS PROPERTY



OUTSIDE DIMENSIONS AS PER - JOHN W. WILLIAMS TRUSTEE TO LEWIS TYDINGS JHN-1/298

▭ = SUBJECT OF TITLE EXAMINATION SEE TITLE REPORT

LIBER 88 PAGE 541 13

EQUITY NO. 4765

IN THE MATTER OF THE

ESTATE

OF

ELIZABETH V. DAVIS

APPRAISAL OF REAL ESTATE

AND PLAT

Mr. Clerk:

Please file.

George E. Rullman

Attorney for Trustee

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

Filed 12 Mar., 1954.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

IN THE MATTER OF THE :
TRUST ESTATE OF : NO. 4765 EQUITY
ELIZABETH V. DAVIS. :

:::::::

O P I N I O N

Elizabeth V. Davis departed this life March 10, 1896. She left a will dated November 13, 1894, and admitted to probate March 24, 1896. At the time she made her will, she was a widow with six children, namely:

(1) Jessie D. Elliott,

(2) Jeremiah T. Davis,

(3) R. McKendree Davis,

(4) Lillian C. Davis,

(5) Samuel Davis, and

(6) Mary E. Davis.

Mrs. Davis, by her said will, first gave and devised a certain house and lot, situate on Main Street, Annapolis, to Mrs. Elliott. She then gave and devised certain other real estate to R. McKendree Davis and Samuel Davis. She then gave, devised and bequeathed certain other property (both real and personal) in these words, namely:

> "I give, devise and bequeath the lot or parcel of land situate in the said City of Annapolis and bordering on Dorseys Creek (now known as College Creek) and all the residue of my real estate situate in said City on Main street and Conduit Street, extending back from said mainstreet to the property conveyed to my deceased husband Samuel Davis to Louis Tydings, in trust for my use and benefit, by deed bearing date the 19th day of May 1852 and recorded among the land records of said county in liber N.H.G. No 1 folio 277 &c, and also all my household and kitchen furniture, to my son R. McKendree Davis, in trust, to collect and receive the rents, issues and profits thereof, except the room now occupied by my son Jeemiah T. Davis as an office, and after paying the taxes and necessary expenses thereon to pay the net income remaining to my two daughters Lilian C. Davis and Mary E. Davis during their natural lives, or until their marriage; and I empower the said R. McKendree Davis, or his successor in said trust, with the

consent and approbation of the said Lilian C. Davis and Mary E. Davis, or the survivor of them, evidenced in writing to sell and dispose of the said trust property, or part thereof and to convey the same by deed or deeds executed by the said R. McKendree Davis, or his successor in the said trust to the purchaser or purchasers thereof, his, her, or their heirs or assigns and the proceeds of such sales to be invested in other property or estate as the said trustee may deem expedient and proper, and with full power to the said trustee to change such re-investments and new investments from time to time as the said trustee may deem advantageous, should either of my said daughters Lilian C. Davis or Mary E. Davis marry, then the one remaining unmarried shall have the whole net profits and incomes during her single life; and from and after the death or marriage of both of my said daughters, Lilian C. Davis and Mary E. Davis, whichever shall first happen, then I will and direct that the trust hereby created shall cease and that whatever of said trust estate and property may then remain shall be equally divided among Jeremiah T. Davis, R. McKendree Davis, Lilian C. Davis, Samuel Davis and Mary E. Davis, or their descendants-my said son Jeremiah T. Davis to hold the one-fifth part of said trust property, after termination of said trust, during his natural life, and from and after his death, then to my other children, Viz: R. McKendree Davis, Lilian C. Davis Jesse D. Elliott, Samuel Davis and Mary E. Davis, I further will and direct that my said son Jeremiah T. Davis, shall have the free use and enjoyment of said room now occupied by him as an office until the termination of this trust, or so long as he may use the same as an office."

She then gave and devised certain other property to her six children, and named said six children as her residuary legatees and devisees. We are only concerned with the property which passed under the above quoted paragraph. R. McKendree Davis, the trustee therein named, undertook the administration of the trust thereby created, but departed this life December 31, 1900. This court assumed jurisdiction of the administration of said trust May 15, 1923, and appointed Arthur T. Elliott, son of the above named Jessie D. Elliott, and R. McKendree Davis, Jr., son of the first named R. McKendree Davis, trustees. On March 13, 1944, the court on the petition of said R. McKendree Davis, Jr., discharged him as a trustee, and appointed Elizabeth V. Davis, the second, his sister, a trustee in his stead. The said Arthur T. Elliott and Elizabeth V. Davis have since administered said trust. Both of the life tenants are now dead, and said trustees have petitioned this court for a construction of the will and a distribution of the trust estate in accordance therewith. I think I can best handle the situation by

54

taking the case of each child separately, and seeing what became of his or her share. The estate now consists of (a) real estate appraised at $57,689.00, (b) furniture appraised at $1195.00, and (c) approximately $25,000.00 in cash.

I

The said Jessie D. Elliott predeceased her mother, having departed this life February 5, 1895. The devises and bequests to her were, however, saved from lapsing by the force of what is now section 351, of Article 93, of the Code, and the property devised to said Jessie passed, in virtue thereof, and of section 2, of Article 45, of the Code of 1888, to Thompson P. Elliott, her surviving husband, for life, and on his death on April 1, 1935, to Arthur T. Elliott, her son. (Redwood vs. Howison, 129 Maryland 588; Vogel vs. Turnt, 110 Maryland 201). It will be noted that Mrs. Elliott was not named as a beneficiary of an original share in the original remainder after the deaths of the original life tenants. She was, however, named as being entitled to one-fifth of the share (one-fifth) in which Jeremiah had a life estate. The only interest which Mrs. Elliott would have taken, had she survived her mother, was, accordingly, a one twenty-fifth undivided interest.

II

R. McKendree Davis departed this life December 31, 1900, leaving a widow, Addie C. Davis, and three children him surviving, namely, R. McKendree Davis, Jr., Raymond L. Davis and Elizabeth V. Davis, the second. According to the way I figure it out, the said R. McKendree Davis had two interests in the trust estate created by the above quoted paragraph of his mother's will, namely, a remainder in a one-fifth interest after the life estates, and a remainder in one-fifth of Jeremiah's one-fifth. The first one-fifth was a fee, defeasible on his death leaving descendants, before the death of the surviving life tenant. (Grace vs. Thompson, 169 Maryland 653; Perin vs. Perin, 139 Maryland 281; Johns Hopkins

University vs. Garrett, 128 Maryland 344; Lee vs. Waltjen, 141 Maryland 450; second case, same volume, p. 458; Ringgold vs. Carvel, 76 Atlantic (2) 327; Robinson vs. Mercantile Trust Company, 180 Maryland 336; McCurdy vs. Safe Deposit & Trust Company, 190 Maryland 67; and Nicodemus National Bank vs. Snyder, 178 Maryland 140). The one twenty-fifth interest was a straight fee without a defeasance. Said one-fifth interest was, accordingly, defeated by his death, as aforesaid, leaving descendants, so that said one-fifth simply passed under his mother's will to his said descendants without inheritance through him. The one twenty-fifth interest, however, is on a different basis. That interest was not defeated by his death leaving descendants, and passed under his will to Addie C. Davis, his widow, and, upon her death, intestate, February 3, 1930, to her three children by the said R. McKendree Davis, namely, the said R. McKendree Davis, Jr., Raymond L. Davis and Elizabeth V. Davis, the second.

III

The said Jeremiah T. Davis departed this life December 24, 1916, and, as he had nothing but a life estate, that died with him, and he is out of the picture in so far as anything he may have taken under his mother's will is concerned. He, however, left a daughter, Mabel Davis Seibel, who inherited certain interests in said property upon the deaths of said Lillian C. Davis and said Samuel Davis, intestate, as hereinafter shown.

IV

Lillian C. Davis departed this life July 31, 1921, unmarried, without issue, and intestate. The interest which she took in the property constituting the trust created by her mother's will was, first, a life estate, secondly, a remainder in one-fifth of the whole, and, thirdly, a remainder in one-fifth of Jeremiah's one-fifth. The remainder in her original one-fifth was a fee, defeasible on her death during her sister's (Mary E. Davis) life-

56

time, leaving descendants her surviving. (Supra). As she left no descendants, her fee was not defeated, so that the six twenty-fifths undivided interest, of which she died seised, passed under the inheritance laws, one-fifth (or six one-hundred-twenty-fifths of the whole) to the said Arthur T. Elliott, one-fifth to the daughter of the said Jeremiah T. Davis, one-fifth to the children of the said R. McKendree Davis, one-fifth to said Samuel Davis, and one-fifth to the said Mary E. Davis.

V

The said Samuel Davis departed this life unmarried, without issue, and intestate, February 7, 1923. He owned at the time of his death (a) his original one-fifth, plus (b) his one-fifth of Jeremiah's one-fifth, plus (c) the one-fifth of said Lillian's six twenty-fifths, or a thirty-six one-hundred-twenty-fifths interest altogether. This passed in one-fourth interests (nine one-hundred twenty-fifths of the whole) to (a) the said Arthur T. Elliott, (b) the daughter of the said Jeremiah, (c) said children of said R. McKendree Davis, and (d) the said Mary E. Davis.

VI

The said Mary E. Davis departed this life February 21, 1953, unmarried, and without issue, but leaving a will, whereby she gave, devised and bequeathed all her interest in said trust estate to the said Arthur T. Elliott. Her interest at the time of her death was a forty-five one-hundred-twenty-fifths undivided interest which she had acquired as follows, that is to say, (a) her original one-fifth, plus (b) her one-fifth of said Jeremiah's one-fifth, plus (c) her six one-hundred-twenty-fifths of said Lillian's share, plus (d) her nine one-hundred-twenty-fifths of said Samuel's share.

VII

As the result of the foregoing, the property belonging to said trust estate now seems to be vested in the said Arthur T.

67

Elliott, the said Mabel Davis Seibel, and the children of the said R. McKendree Davis as follows, that is to say:

(a) In the said Arthur T. Elliott a sixty-five one-hundred-twenty-fifths undivided interest as follows, his one-fifth of Jeremiah's one-fifth or one-twenty-fifth, plus the six one-hundred-twenty-fifths he inherited from said Lillian, plus the nine one-hundred-twenty-fifths he inherited from said Samuel, plus the forty-five one-hundred-twenty-fifths he took under said Mary E. Davis' will.

(b) In the said Mabel Davis Seibel a fifteen one-hundred-twenty-fifths undivided interest as follows, the six one-hundred-twenty-fifths undivided interest she inherited upon said Lillian's death, intestate, plus the nine one-hundred-twenty-fifths undivided interest she inherited on the said Samuel's death intestate.

(c) In the said R. McKendree Davis, Jr., Raymond L. Davis and Elizabeth V. Davis, the second, children of the said R. McKendree Davis, a forty-five one-hundred-twenty-fifths undivided interest as follows, the original one-fifth which they took on their father's death, plus the one twenty-fifth which their father took from Jeremiah's share and devised to their mother, and which they inherited from their mother, plus the six one-hundred-twenty-fifths they inherited from said Lillian, plus the nine one-hundred-twenty-fifths they inherited from said Samuel.

To put those figures another way, the said Arthur T. Elliott now holds a thirteen twenty-fifths undivided interest in and to said property (or 52% thereof), the said Mabel Davis Seibel a three twenty-fifths (or 12% thereof), the said R. McKendree Davis, Jr., a three twenty-fifths (or 12% thereof), the said Raymond L. Davis a three twenty-fifths (or 12% thereof), and the said Elizabeth V. Davis, the second, the remaining three twenty-fifths (or 12% thereof).

VIII

The inheritance tax is imposed on the value of the estate,

58

or the shares therein, not at the time of Mrs. Davis' death, but upon such value at the time of the transfer to the ultimate beneficiaries. In this case, that means February 21, 1953, the date of the death of the last surviving life tenant. (Code of 1951, Article 81, § 158). I think we might adopt the appraisals which have been made in establishing this gross value. After the costs and expenses are deducted, the balance, or certain interests therein, will be subject to the payment of inheritance taxes. While the value on which the tax is based is determined as of the date of the death of the last surviving life tenant, the rate in force at the time of the death of the person from whom the interest passes prevails. (Fisher vs. State, 106 Maryland 117; Safe Deposit & Trust Company of Baltimore vs. Bouse, 181 Maryland 353; Shaughnessy vs. Perlman, 85 Atlantic (2) 38; State vs. Safe Deposit & Trust Company of Baltimore, 132 Maryland 251; Rosenburg vs. Bouse, 172 Maryland 531). That means that, as to the shares which Lillian and Samuel owned at the time of their deaths (July 31, 1921, and February 7, 1923), the rate will be five percent, while on the share which Mary E. owned at her death, the rate will be seven and one-half percent. This may mean that parts of this estate will pay several times. For instance, a tax at five percent will have to be paid on the share which Lillian owned at the time of her death. Then, a tax of five percent will have to be paid on Samuel's share including his share of Lillian's share. And finally there will be a tax of seven and one-half percent on Mary E.'s share including what she inherited from both Lillian and Samuel. In other words, the auditor will have to trace down these several interests, and compute the inheritance tax on such as appear subject thereto.

7 April 1954

James L. Clark

Judge.

59

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

IN THE MATTER OF THE :
TRUST ESTATE OF : NO. 4765 EQUITY
ELIZABETH V. DAVIS. :

:::::::

D E C R E E

This case coming on for hearing, and being submitted, the proceedings were, by the court, read and considered.

It is, thereupon, this seventh day of April, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that, by the true construction and meaning of the paragraph of the said Elizabeth V. Davis' will, dated November 13, 1894, under which the trust being administered in this case was created, the property now belonging to, and constituting, the corpus of said trust, as well as the income accrued thereon since February 21, 1953, the date of the death of Mary E. Davis, belongs to the following named persons in the following named shares, that is to say: Unto Arthur T. Elliott, son of Jessie D. Elliott, a thirteen twenty-fifths undivided interest; unto Mabel Davis Seibel, daughter of Jeremiah T. Davis, a three twenty-fifths undivided interest; and unto the said R. McKendree Davis, Jr., Raymond L. Davis, and Elizabeth V. Davis, the second, children of R. McKendree Davis and Addie C. Davis, his wife, each a three twenty-fifths undivided interest.

And it is further ADJUDGED, ORDERED and DECREED that this case be, and the same is hereby, referred to the auditor for the statement of an account, wherein she shall charge the trustees with the assets of said trust estate, and, after allowing for all costs and expenses properly chargeable against said trust fund, and the inheritance taxes on the several shares, she shall divide the cash

remaining amongst those entitled thereto as above stated, and distribute the real estate and furniture belonging to said trust estate to those so entitled as tenants in common.

Judge.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY
NO. 4765 EQUITY

IN THE MATTER OF THE TRUST ESTATE OF ELIZABETH V. DAVIS.

OPINION AND DECREE

61

Filed 7 Apr., 1954.

In the Case of

In the Matter of the
Trust Estate
of
xxxxx

Elizabeth V. Davis

In the

Circuit Court

For

Anne Arundel County

No. 4765 Equity

To the Honorable, the Judges of said Court:

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

July 14, 1954

All of which is respectfully submitted.

Laura N. Jickling
Auditor.

Dr. In the Matter of the Trust Estate of Elizabeth V. Davis in ac.

Trustees' Distribution Fee Waived			
To Trustees for Court costs, viz:			
Clerk of Court - final Court costs	67 25		
Auditor - stating this account	200 00		267 25
To Trustees for Expenses, viz:			
Capital-Gazette Press - order nisi (acct)	6 00		
Winson G. Gott, Jr. - fee for title examination and report	100 00		
Krause Furniture Co. - appraisal of furniture, etc, belonging to Estate of Elizabeth V. Davis	50 00		
Fred E. Voges and W. H. M. Smith - fee for real estate appraisal	238 00		
George E. Rullman - fee for legal services - Order of 4/29/54	300 00		
Register of Wills - cost of certified copies of Wills	5 00		699 00
To Trustees for Taxes, viz:			
R. Glenn Prout, Register of Wills - 5% Collateral inheritance tax on $19,844.58, being the 6/25 interest in the gross estate (appraised value $82,685.77) of Lillian C. Davis, who died, intestate, 7/31/21	992 23		
R. Glenn Prout, Register of Wills - 5% collateral inheritance tax on $23,813.50, being the 36/125 interest in the gross estate (appraised value $82,685.77) of Samuel Davis, who died, intestate, 2/7/23	1,190 67		2,182 90

CASH CORPUS BALANCE FOR DISTRIBUTION - $21,219.62

Distributed as follows in accordance with Decree of 4/17/54, viz:

To Arthur T. Elliott - four-twenty-fifths		3,395	14	
To Mabel D. Seibel - three-twenty-fifths		2,546	35	
To R. McKendree Davis-three-twenty-fifths		2,546	35	
To Raymond L. Davis - three-twenty-fifths		2,546	36	
To Elizabeth V. Davis -three-twenty-fifths		2,546	36	
To Arthur T. Elliott, devisee of Mary E. Davis - nine-twenty-fifths-$7,639.06				
LESS				
7½% collateral inheritance tax on 9/25 of total net estate for distribution ($79,536.62) or on $28,633.18	2,147.49	5,491	57	
To R. Glenn Prout, Register of Wills - 7½% collateral inheritance tax		2,147	49	21,219 62
To Trustees for Appraised Value of Estate not distributed by this Account, viz:				
Appraised value of real estate		57,689	00	
Appraised value of unsold personalty		628	00	58,317 00
Net income received from 2/21/53 to 5/31/54 (See Schedule A hereto attached)	$1,068.42			
Distributed as follows:				
To Arthur T. Elliott - 13/25		555	58	
To Mabel D. Seibel - 3/25		128	21	
To R. McKendree Davis - 3/25		128	21	
To Raymond L. Davis - 3/25		128	21	
To Elizabeth V. Davis - 3/25		128	21	1,068 42
				83,754 19

with Arthur T. Elliott and Elizabeth V. Davis, Trustees Cr.

1953		**CORPUS**		
Mar.	12	Carrying Value of Estate as shown by Trustees' annual Report under Equity Rule 20 filed 3/12/53 and ratified 3/17/53, viz:		
		Real Estate $ 27,860.00		
		Cash 23,821.77		
		Appraised value of Estate as of date of Mary E. Davis' death, viz:		
		Real Estate	57,689 00	
		Appraised value of personalty	1,175 00	
		Cash	23,821 77	82,685 77
		INCOME		
		Net income received by Trustees from date of Mary E. Davis' death (2/21/53) to 5/31/54 - see Schedule A hereto attached	1,068 42	1,068 42
				83,754 19

SCHEDULE A

INCOME RECEIVED BY TRUSTEES FROM FEBRUARY 21, 1953, to MAY 31, 1954

RENT	$	$	$
From #171 Conduit Street	750.00		
From #173 Conduit Street	300.00		
From #175 Conduit Street	650.00		
From #177 Conduit Street	94.00		
From #179 Conduit Street	450.00		
From #181 Conduit Street	525.00	2,769.00	
INTEREST AND DIVIDENDS			
Interest and dividends on $23,821.77 from 2/21/53 to 5/31/54	672.70	672.70	
Total Income			$ 3,441.70
DISBURSEMENTS			
To Trustees for Commissions on income ($3,441.70), viz:	344.16	344.16	
To Trustees for Operating Expenses, viz:			
W. H. M. Smith Agency - fire insurance premiums 3/4/53 to 3/4/55	107.96		
Farmers NationalBank - service charge	3.08		
Myrtle Sturm - preparing income tax report	10.00		
Cleaning and removing trash from #179 Main Street	100.00		
Cleaning front yards	5.00		
Removing snow from #179 Main Street	6.50		
Repairs to real estate	18.23	250.77	
To Trustees for Taxes, viz:			
1953 State and County taxes	476.52		
1954 State and County taxes	475.49		
1953 Annapolis City taxes	387.26		
1953 Federal income tax	260.39		
1953 Maryland State income tax	26.86	1,626.52	
To Trustees for Benefit Charges, viz:			
Annapolis Water Department -			
water service to 9/30/53	64.04		
water service to 12/31/53	31.53		
water service to 5/31/54	56.26	151.83	
BALANCE FOR DISTRIBUTION - $1,068.52			
Distributed as follows:			
To Arthur T. Elliott - 13/25	555.58		
To Mabel D.. Seibel - 3/25	128.21		
To R. McKendree Davis - 3/25	128.21		
To Raymond L. Davis - 3/25	128.21		
To Elizabeth V. Davis - 3/25	128.21	1,068.42	
		3,441.70	$ 3,441.70

ORDER NISI

LIBER 88 PAGE 556

In the Matter of the Trust Estate of ~~XXXXXX~~ Elizabeth V. Davis

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 4765 Equity.

ORDERED, This 23 day of July, 19 54, That the ~~Final 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 25 day of August next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of August next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of August, 19 54, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 4,765 Equity
In The Matter Of The Trust Estate Of
ELIZABETH V. DAVIS.

Ordered, this 23rd day of July, 1954, That the Final 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 25th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of August next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-7,

No. E. C. 1601

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 24, 1954

We hereby certify, that the annexed Order Nisi Final Auditor Account Eq. 4,765 Elizabeth V. Davis 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 25th day of August, 1954. The first insertion being made the 24th day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Wilgus.

Filed 26 Aug., 1954.

LIBER 88 PAGE 557

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Frederick G. Centofanti and Frances E. Centofanti, his wife.	*	ANNE ARUNDEL COUNTY Equity No. 10,963

* * * * * * * * * * *

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 24 Mar., 1954

JK

No. 10,963 Equity

THIS MORTGAGE, Made this 19th day of March , in the year one thousand nine hundred and fifth-three, between FREDERICK G. CENTOFANTI and FRANCES E. CENTOFANTI, 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 Sixty-eight Hundred ($6,800.00) - 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 Seventy-five Dollars and Fifty Cents ($75.50) - - - - commencing on the tenth day of April ,1953, 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 that lot of ground situate and lying in the Fourth Election District, Anne Arundel County, Maryland - - - - - - - - - - - - - - - , and described as follows:

BEGINNING for the same at a point on the Westernmost side of Telegraph Road, the said point being, as referred to the magnetic meridian of 1950, North Seventeen (17) degrees Thirteen (13) minutes East Two Hundred Thirty-four and Fifty One-hundredths (234.50) feet from the point where the Westernmost side of said road is intersected by the South Seventy-one (71) degrees East Eleven Hundred Twenty-two (1,122) foot line of Lot No. Nine (9) on a Plat of the division of the real estate of the late William Henry Clark recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod B-1, folio 5; and running thence with the Westernmost side of Telegraph Road North Seventeen (17) degrees Thirteen (13) minutes East Seventy-five (75) feet; thence leaving the said Road and running North Seventy-two (72) degrees Forty-seven (47) minutes West One Hundred Fifty

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 24 Mar., 1954

(150) feet; thence running South Seventeen (17) degrees Thirteen (13) minutes West Seventy-five (75) feet; thence South Seventy-two (72) degrees Forty-seven (47) minutes East One Hundred Fifty (150) feet to the place of beginning.

BEING the same lot of ground which, by deed dated February 21st, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 612, folio 340, was granted and conveyed by Frankie Wilson & Sons, Inc. to the said mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

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

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

MEZGER & MEZGER
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 Seven ($7.00) 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 successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

4

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 oonsent, 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.

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:

H. Allen Mezger

Frederick G. Centofanti (SEAL)
Frederick G. Centofanti

Frances E. Centofanti (SEAL)
Frances E. Centofanti

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of March 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Frederick G. Centofanti and Frances E. Centofanti, his wife, - known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger Notary Public

My Commission Expires May 4, 1953.

Recorded-20th-March-1953-at-10:00-A.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

LIBER 88 PAGE 563

3400

MORTGAGE

From:

Frederick G. Centofanti and
Frances E. Centofanti, his wife.

To:

Arundel Federal Savings and Loan
Association of Baltimore City.

FOURTH ELECTION DISTRICT

ANNE ARUNDEL COUNTY

Received for Record 20 Day
of March 1953, at 10 o'clock A
and the same day recorded in Liber
J.H.H., No. 444 Fol. 401, Land
Records of Anne Arundel County.

John W. 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 88 PAGE 564

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.

Frederick G. Centofanti and Frances E. Centofanti, his wife.

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY NO. 10,963

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
John P. Helmer *Affiant.* President

Subscribed and sworn to before me this 27th day of April 1954

Joan M. Krager
Joan M. Krager *Notary Public*

Filed 28 apr., 1954

8

LIBER 88 PAGE 565

STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney

Named in Mortgage

vs.

Frederick G. Centofanti and Frances E. Centofanti, his wife.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY NO. 10,963

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Frederick G. Centofanti and Frances E. Centofanti, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City dated March 19th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 744, folio 401.

Original Amount of Mortgage		$6,800.00
Less - Total amount paid on account of principal	$ 6.92	
Less - Credit Expense Account	43.00	49.92
Net Ballance		$6,750.08
Plus Interest to April 30th, 1954 (with interest thereafter at the rate of 6% per annum)		102.42
Total Balance due - Account of Mortgage Indebtedness		$6,852.50

Arundel Federal Savings and Loan Association of Baltimore City

By Henry C. Bourke Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 27th day of April in the year nineteen hundred and fifty-four, 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
Joan M. Krager, Notary Public

My Commission Expires May 2, 1955

Filed 28 Apr. 1954

9

LIBER 88 PAGE 566

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

Equity No. 10963

Know all Men by these Presents:

THAT WE Irving H. Mezger, 200 W. Saratoga Street,

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand and 00/100 ($ 7,000.00) . . . . . *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* 26th *day of* April *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Frederick G. Centofanti and Frances E. Centofanti, his wife *to* Arundel Federal Savings & Loan Association *dated* March 19th, 1953 *and recorded in Liber* JHH *No.* 774 *folio* 401 *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

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 Apr., 1954
John H. Hopkins, 3rd, Clerk.

Filed 28 Apr., 1954.

10

LIBER 88 PAGE 567

STATE OF MARYLAND, Baltimo: ity, sct:

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. Hollilday 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 26th day of April 19 54 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Frederick G. Centofanti and Frances E. Centofanti, his wife.	*	ANNE ARUNDEL COUNTY Equity No. 10,963

* * * * * * * * * * *

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 Frederick G. Centofanti and Frances E. Centofanti, 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, April 30th, 1954 at 3:45 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Fourth Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Modern Estates, Inc., at and for the sum of Seventy-five Hundred ($7,500.00) Dollars, a deposit of Seven Hundred Fifty ($750.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum 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 3rd day of May in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, 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

My Commission Expires May 2, 1955.

Filed 6 May, 1954

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

13

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,963
vs.	*	
Frederick G. Centofanti and Frances E. Centofanti, his wife.	*	

* * * * * * * * * * *

CERTIFICATION

We hereby certify that on this 30th day of April, 1954, we sold at public auction for the highest price obtainable to Modern Estates, Inc.,- the property described as follows:

> Being known as Lot 75 x 150 on the Westernmost side of Telegraph Road, about four miles West of Dorsey Road, Fourth Election District, Anne Arundel County, Maryland, in fee simple,

at and for the price of $7500.00

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 Seventy-five Hundred ($7,500.00) Dollars.

In testimony whereof, the said body corporate has caused these presents to be signed by Sweetser Linthicum, its Vice President.

Modern Estates, Inc.
By: Sweetser Linthicum
Sweetser Linthicum, Vice President

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

Filed 6 May, 1954.

LIBER 88 PAGE 570

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Frederick G. Centofanti and
Frances E. Centofanti, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,963 Equity

Ordered, this 6 day of May, 19 54, 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 14 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of June next.

The report states that the amount of sales to be $ 7,500.00.

John H. Hopkins, Jr. Clerk.

True Copy,

TEST: Clerk.

Filed 6 May, 1954

(Final Order)

Irving H. Mezger,
Attorney named in Mortgage

versus

Frederick G. Centofanti and
Frances E. Centofanti, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of June, 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 15 June, 1954

14

LIBER 88 PAGE 571

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,963 Equity

IRVING H. MEZGER, Attorney Named in Mortgage

Vs.

FREDERICK G. CENTOFANI And FRANCES E. CENTOFANI, His Wife.

Ordered, this 6th day of May, 1954, 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 14th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of June next.

The report states that the amount of sales to be $7,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

ja-3

No. MG. 790

15

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 4, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10,963

Frederick G. Centofanti

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 June, 1954. The first insertion being made the 13th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

Filed 4 June, 1954. By Mamie Tate

LIBER 88 PAGE 572

Jud. 14042.
Add'l.
MORTGAGEE OR ATTORNEYS' BOND

No. 10,963 County

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of 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, 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* 22nd *day of* June *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Frederick G. Centofanti and Frances E. Centofanti, his wife *to* Arundel Federal Savings & Loan Association *dated* March 19, 1953 *and recorded in Liber* JHH *No.* 744 *folio* 401 *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
Joseph F. Howell, Attorney-in-fact

ATTEST:

Dorothy V. Kammerer

1954

approved this 23 June,
John H. Hopkins, 3rd, Clerk.

Filed 23 June, 1954.

16

LIBER 88 PAGE 573

STATE OF MARYLAND, Baltimo ity, sct:

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 22nd day of June 1951 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

In the Case of

Irving H. Mezger,
Attorney named in Mortgage
vs.
Frederick G. Centofanti
and
Frances E. Centofanti, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,963 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.

September 14, 1954

All of which is respectfully submitted.

Laura K. Jicklen
Auditor.

Filed 17 Sept., 1954

17

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Frederick G. Centofanti and Frances E. Centofanti, his wife in ac.

To Attorney for Fee, viz:	50 00		
To Attorney for Commissions	259 19	309	19
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	24 75		
Auditor - stating this account	18 00	52	75
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising sale	45 00		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
The Sun - advertising Sale	9 60		
Maryland Casualty Co. - bond premiums	30 00		
E. T. Newell& Co., Inc. - auctioneer's fee	70 00		
Insurance Co. of North America - fire insurance premium (adj)	8 80		
One-half Federal documentary stamps	4 13		
One-half State documentary stamps	4 12		
Joan M. Krager - notary fees	1 50	187	15
To Attorney for Taxes, viz:			
1954 State and County taxes (adjusted to 4/30/54)	2 00	2	00
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim filed	6,852 50	6,852	50
Balance for distribution - $236.11			
Distributed to following Mechanics Lienors at the rate of .0895672%, viz:			
TO			
(1) WILLIAM A. BALLANTINE-			
Claim filed $ 1,738.00			
Interest from 2/15/54 to 4/30/54 -74 days 21.44			
Total claim 1,759.44	157 59		
TO			
(2) William Lomax, Jr., trading as Anarco Plumbing & Heating Service - claim filed $ 866.00			
Interest from 2/15/54 to 4/30/54 - 74 days 10.68			
total claim $ 876.68	78 52	236	11
		7,639	70

with Irving H. Mezger, Attorney named in Mortgage Cr.

1954					
Apr.	30	Proceeds of Sale	7,500	00	
		Interest on deferred payment to 9/3/54	139	70	7,639 70
					7,639 70

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage
VERSUS
Frederick G. Centofanti
and
Francis E. Centofanti, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,963 Equity.

ORDERED, This 17 day of September, 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 25 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of October next.

Filed 17 Sept, 1954 John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 26th day of October, 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 26 Oct. 1954

LIBER 88 PAGE 578 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. 10,963 Equity

IRVING H. MEZGER, Attorney named in Mortgage

Vs.

FREDERICK G. CENTOFANTI and FRANCIS E. CENTOFANTI, his wife

Ordered, this 17th day of September, 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 25th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of October next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk

9-7

No. M. G. .....

21

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 26, 1954

We hereby certify, that the annexed

Order Nisi - And Acct

Equity 10963

Frederick G. Centofanti

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 25th day of October, 1954. The first insertion being made the 23rd day of September, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed 26 Oct., 1954

LIBER 88 PAGE 579

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Harry L. Stanley and Margie C.	*	ANNE ARUNDEL COUNTY
Stanley, his wife.	*	Equity No. 10,919

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

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 5 Feb., 1954.

JM

No. 10,919 Equity

No Stamps Required

THIS MORTGAGE, Made this 20th day of December - , in the year one thousand nine hundred and fifty - , between Harry L. Stanley and Margie C. Stanley, 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 Forty-eight Hundred ($4800.00) - 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-three Dollars and Twenty-nine Cents ($53.29) - commencing on the fifteenth day of February ,1951, and on the fifteenth - - - 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 Third Election District, Anne Arundel County Maryland - - - - - - - - - - - - , and described as follows:

BEING known and designated as Lots Nos. One (1) and Two (2) as shown on the Plat of Woodholme, which plat is duly recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod F-4, Plat No. 14.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 5 Feb., 1954.

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 Charles L. Pumphrey and Edna G. Pumphrey, his wife, to the said Mortgagors.

TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

TO HAVE AND TO HOLD the said lots of ground and premises unto the said mortgagee, its successors and assigns, in fee simple, subject to the covenants and restrictions fully set forth in Deed dated August 1st, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 584, Folio 293, from Charles L. Pumphrey and Edna G. Pumphrey, his wife, to Gerard W. Slacum and Marie A. Slacum, his wife.

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

MEZGER & MEZGER
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 fifteenth day of each and every month the sum of Eight Dollars & Fifty Cents ($8.50) - - - - - - - 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 inoluded in any deoree 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 successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

4

account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby morgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conduoting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) To the payment of all claims of the said mortgagee, its 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.

The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Janet C. Maisel
Janet C. Maisel

Harry L. Stanley (SEAL)
Harry L. Stanley

Margie C. Stanley (SEAL)
Margie C. Stanley

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 20th day of December, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry L. Stanley and Margie C. Stanley, 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.

Janet C. Maisel
Janet C. Maisel
Notary Public

My Commission Expires May 7th, 1951.

Recorded- 26th December, 1950, at 2:40 P.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

50-530

LIBER 88 PAGE 585

MORTGAGE

From:

Harry L. Stanley and Margie C. Stanley, his wife

To:

Arundel Federal Savings and Loan Association of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 26 Day of Dec. 1950, at 2:50 o'clock P.M. and the same day recorded in Liber J.H.H., No. 695 Fol. 28, Land Records of Anne Arundel County.

John H. Murphy Jr. Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
SUITE 20 CENTRAL SAVINGS BANK BUILDING
CHARLES AND LEXINGTON STREETS
BALTIMORE 2, MD.

PARK AVENUE BUILDING

FILED

3.00

LIBER 88 PAGE 586

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.

Harry L. Stanley and Margie C. Stanley, his wife.

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10,919

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 M. Richmond Farring, Executive Vice President of the Arundel Federal Savings and Loan Association of Baltimore City,

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

(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: M. Richmond Farring
M. Richmond Farring, Exec. V. Pres.
Affiant

Subscribed and sworn to before me this 28th day of April 19 54

Joan M. Krager
Joan M. Krager Notary Public

NOTARY PUBLIC BALTIMORE CITY, MD.

Filed 6 May, 1954

STATEMENT OF MORTGAGE CLAIM LIBER 88 PAGE 587

Irving H. Mezger, Attorney

named in Mortgage

vs.

Harry L. Stanley and Margie C. Stanley, his wife.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10,919

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$4,800.00
Less - Total amount paid on account of Principal	$712.27	
Less - Credit Expense Account	40.65	752.92
Net Balance		$4,407.08
Plus accrued interest to May 31st, 1954 (with interest thereafter at the rate of 6% per annum)		82.39
Total Balance Due-Account of Mortgage Indebtedness		$4,129.47

Arundel Federal Savings and Loan Association of Baltimore City

By: Henry C. Bourke, Jr.
Henry C. Bourke, Jr., Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 28th day of April in the year nineteen hundred and fifty-four, 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
Joan M. Krager, Notary Public

My Commission Expires May 2nd, 1955.

Filed 6 May, 1954

9

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 88 PAGE 588

Equity No. 10919

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga St., 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 Four Thousand Two Hundred & 00/100- - - - - - - - - - ($4,200.00) - - - - - - *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* 26th *day of* April *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Harry L. Stanley & Margie C. Stanley, his wife *to* Arundel Federal Savings & Loan Association *dated* December 20, 1950 *and recorded in Liber* JHH *No.* 605 *folio* 98 *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:

R. H. Taylor

Approved this 6 May, 1954

John H. Hopkins, 3rd, Clerk.

Filed 6 May, 1954

10

LIBER 88 PAGE 589

STATE OF MARYLAND, Baltimo ty, sct:

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 26th day of April 1954 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary.

Irving H. Mezger, Attorney named in Mortgage vs. Harry L. Stanley and Margie C. Stanley, his wife.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,919

* * * * * * * * * * *

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 Harry L. Stanley and Margie C. Stanley, 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 Monday, May 10th, 1954 at 2:45 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Edward J. Yankowski and Evelyn M. Yankowski, his wife, at and for the sum of Sixty-three Hundred Fifty ($6,350.00) Dollars, a deposit of Five Hundred ($500.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of six per cent (6%) per annum 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 11th day of May, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the city aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, 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

My Commission Expires 5/2/55. Joan M. Krager, Notary Public

Filed 12 May, 1954.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

1/

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
Harry L. Stanley and Margie C. Stanley, his wife.	*	ANNE ARUNDEL COUNTY Equity No. 10,919

* * * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 10th day of May, 1954, we sold at public auction for the highest price obtainable to Edward J. Yankowski and Evelyn M. Yankowski - - - - - - - - - - - - - - - - the property described as follows:

Being known and designated as Lots one (1) and two (2), Plat of Woodholme, Third Election District, Anne Arundel County, Maryland, in fee simple,

at and for the price of $6350.00

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.
John M. Miller, Jr. Vice President

We hereby certify that we purchased the above described property at and for the price of $6350.00

Witness our hands and seals this 10th day of May, 1954.

Edward J. Yankowski
Edward J. Yankowski

Evelyn M. Yankowski
Evelyn M. Yankowski

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 1, MD.

12

Filed 13 May, 1954.

LIBER 88 PAGE 592

ORDER NISI

Irving H. Mezger,

Attorney named in Mortgage

versus

Harry L. Stanley and

Margie C. Stanley, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,919 Equity

Ordered, this 12 day of May, 1954, 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 21 day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of June next.

The report states that the amount of sales to be $ 6,350.00.

John H. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

Filed 12 May, 1954

(Final Order)

Irving H. Mezger,

Attorney named in Mortgage

versus

Harry L. Stanley and

Margie C. Stanley, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of June, 1954, that the sale made and reported by the ~~Trustees~~ Attorney 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~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

13

Filed 22 June, 1954

LIBER 88 PAGE 593

Jud. 14042.
Additional
MORTGAGEE OR ATTORNEYS' BOND

Equity No. 10919

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga St., 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 Two Thousand Two Hundred- - - - - - - - - - - ($2,200.00)- - - - additional *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* 13th *day of* May *in the year of our Lord nineteen hundred and* fifty-four.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Harry L. Stanley and Margie C. Stanley, his wife *to* Arundel Federal Savings & Loan Association *dated* December 20, 1950 *and recorded in Liber* JHH *No.* 605 *folio* 98 *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:

R. H. Taylor

approved this 17 May, 1954.
John H. Hopkins, 3rd, Clerk.

Filed 17 May, 1954.

14

STATE OF MARYLAND, Baltimo ity, sct:

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 13th day of May, 1951 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

LIBER 88 PAGE 595

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,919 Equity
IRVING H. MEZGER, Attorney named in Mortgage
Vs.
HARRY L. STANLEY and MARGIE C. STANLEY, his wife.

Ordered, this 12th day of May, 1954, 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 21st day of June next; Provided, a copy of this Order be inserted in some newspapor published in Anne Arundel County, once in each of three successive weeks before the 21st day of June next.

The report states that the amount of sales to be $0,350.00.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
ju-10

No. MG 807
16

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 10, 1954

We hereby certify, that the annexed

Order Nisi - Sale

Harry L Stanley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of June, 1954 The first insertion being made the 20th day of May, 1954

THE CAPITAL-GAZETTE PRESS, INC.

Filed 10 June, 1954 By Margie Tate

In the Case of

Irving H. Mezger,
Attorney named in Mortgage
vs.
Harry L. Stanley
and
Margie C. Stanley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,919 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.

August 3, 1954

All of which is respectfully submitted.

Laura K. Tickling
Auditor.

17

Filed 5 Aug., 1954.

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Harry L. Stanley and Margie C. Stanley, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	222	43	272	43
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	26	50		
M. L. Pittman - Sheriff's costs		75		
Auditor - stating this account	13	50	50	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	27	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	9	30		
Maryland Casualty Co. - bond premiums	25	60		
E. T. Newell & Co., Inc. -auctioneer's fee	70	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Joan M. Krager - notary fees	1	50	155	07
To Attorney for Taxes, viz:				
1954 State and County taxes adjusted - 4 mos. 10 days	24	43	24	43
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - in full for first mortgage claim	4,129	47	4,129	47
To Charles L. Pumphrey and Edna G. Pumphrey, his wife, mortgagees - in full for second mortgage claim	1,053	00	1,053	00
Balance in hands of Attorney, subject to further Order of Court	729	20	729	20
			6,414	35

with

Irving H. Mezger, Attorney named in Mortgage

Cr.

Proceeds of Sale	6,350 00	
Interest on deferred payment - 2 months 6 days	64 35	6,414 35
		6,414 35

19

ORDER NISI

LIBER 88 PAGE 599

Irving H. Metzger,

Attorney named in Mortgage

VERSUS

Harry L. Stanley

and

Margie C. Stanley, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,919 Equity.

ORDERED, This 5 day of August, 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 14 day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of September next.

Filed 5 Aug., 1954. John F. Fokins Asst. Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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 Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 15 Sept., 1954.

LIBER 88 PAGE 600

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 27, 1954

We hereby certify, that the annexed

Order Nisi-Eq. 10,919

Auditor Account

Harry L. Stanley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of September, 1954. The first insertion being made the 12th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 28 Aug, 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,919 Equity

IRVING H. MEZGER, Attorney named in Mortgage

Vs.

HARRY L. STANLEY and MARGIE C. STANLEY, his wife.

Ordered, this 5th day or August, 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 14th day of September next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-26

No. M.G. 1708

21