FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend 608 West Belvedere Avenue Baltimore, Maryland Complainant	:	
-vs.-	:	IN THE
MAC CALLUM RIENHOFF 608 W. Belvedere Avenue Baltimore, Maryland	:	CIRCUIT COURT
HUGH YOUNG RIENHOFF and KATHRYN C. RIENHOFF, his wife 4621 Keswick Road Baltimore, Maryland	:	FOR
and	:	ANNE ARUNDEL COUNTY
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife 916 McElderry Street Baltimore, Maryland Defendants	:	EQUITY NO. 10,833

. . .

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:

Your Orator complaining says:

1. That the Complainant, Francis Colston Rienhoff, is seventeen years of age and resides with his parents at 608 West Belvedere Avenue, Baltimore, Maryland.

2. That the said infant Complainant and the Defendants, MacCallum Rienhoff, Hugh Young Rienhoff and William Francis Rienhoff, III are the owners as tenants in common of the entire fee simple interest and estate in and to four tracts of land situate in the Third Election District of Anne Arundel County, Maryland, containing a total of 20.855 acres more or less.

3. Said four tracts of land are shown on a plat filed herewith as "Complainant's Exhibit No. 1" and is prayed to be taken as a part hereof. As will appear from said plat, the four tracts contain 4.55 acres, 4.5 acres, 3 acres and 8.805 acres respectively, the first 3 of which are separated from the fourth by the Gibson Island Road.

Filed 9 Oct., 1953.

ROUSE AND MORTON
BALTIMORE 2, MARYLAND
ATTORNEYS AT LAW

/

4. That said four tracts of land were conveyed to the infant Complainant, Francis Colston Rienhoff, and the Defendants, Maccallam Rienhoff, Hugh Young Rienhoff and William Francis Rienhoff, III, his brothers, by Hugh H. Young, their grandfather as follows:

a) The 4.55 acre tract, the 4.5 acre tract and the 3 acre tract by deed dated August 17, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 315, folio 118, a photostatic copy of which is attached hereto marked "Complainant's Exhibit No. 2" and is prayed to be taken as a part hereof.

b) The 8.805 acre tract by two deeds dated December 30, 1939, and January 12, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. 210, folio 352 and Liber J.H.H. 210, folio 353 respectively. A photostatic copy of each of said deeds is attached hereto marked "Complainant's Exhibit No. 3" and "Complainant's Exhibit No. 4" respectively and are prayed to be taken as a part hereof. In said deed the property is described as containing 8.93 acres of land, however, a strip of land 33 feet wide along the northernmost boundary of said property containing .125 acres of land was acquired by the United States of America for public use by virtue of a decreeof the United States Court for the District of Maryland dated March 30, 1951, in a condemnation proceeding therein filed entitled "U.S.A. Petitioner v. 0.253 acres of land more or less situate in Anne Arundel County, Maryland and Stewart Robinson et al., Defendants", a certified copy of which decree is recorded among the Land Records of Anne Arundel County in J.H.H. 620-132.

5. That said property is improved by a large, frame bungalow of "Y" shape approximately 35 to 40 years old which is located on the 8.905 acre tract, a servants' cottage also located on the 8.805 acre tract and a boat house and pier located off the southern part of the 3 acre tract. Said im-

ROUSE AND MORTON
BALTIMORE 2, MARYLAND
ATTORNEYS AT LAW

2

provements are sketched in their approximate locations on the plat filed herewith as "Complainant's Exhibit No. 1".

6. That the property hereinabove mentioned cannot be divided without loss or injury to the parties hereto and it is to the best interests, benefit and advantage of all persons having interest in the property that it be sold and the proceeds thereof brought into court to be divided among those entitled thereto.

TO THE END THEREFORE:

1. That a decree may be passed for the sale of said property referred to in the aforegoing Bill of Complaint.

2. That the proceeds of said sale may be distributed among the infant Complainant and the Defendants according to their respective interests.

3. That your Orator may have such other and further relief as the nature of his case may require.

AND AS IN DUTY BOUND, ETC.

George W. Baker, Jr.
Rouse and Morton

Attorneys for Complainant
18 West Street
Annapolis, Maryland

Frances Y. Rienhoff

Frances Y. Rienhoff
Mother and Next Friend
of Francis Colston
Rienhoff, Infant

STATE OF MARYLAND:

CITY OF BALTIMORE:

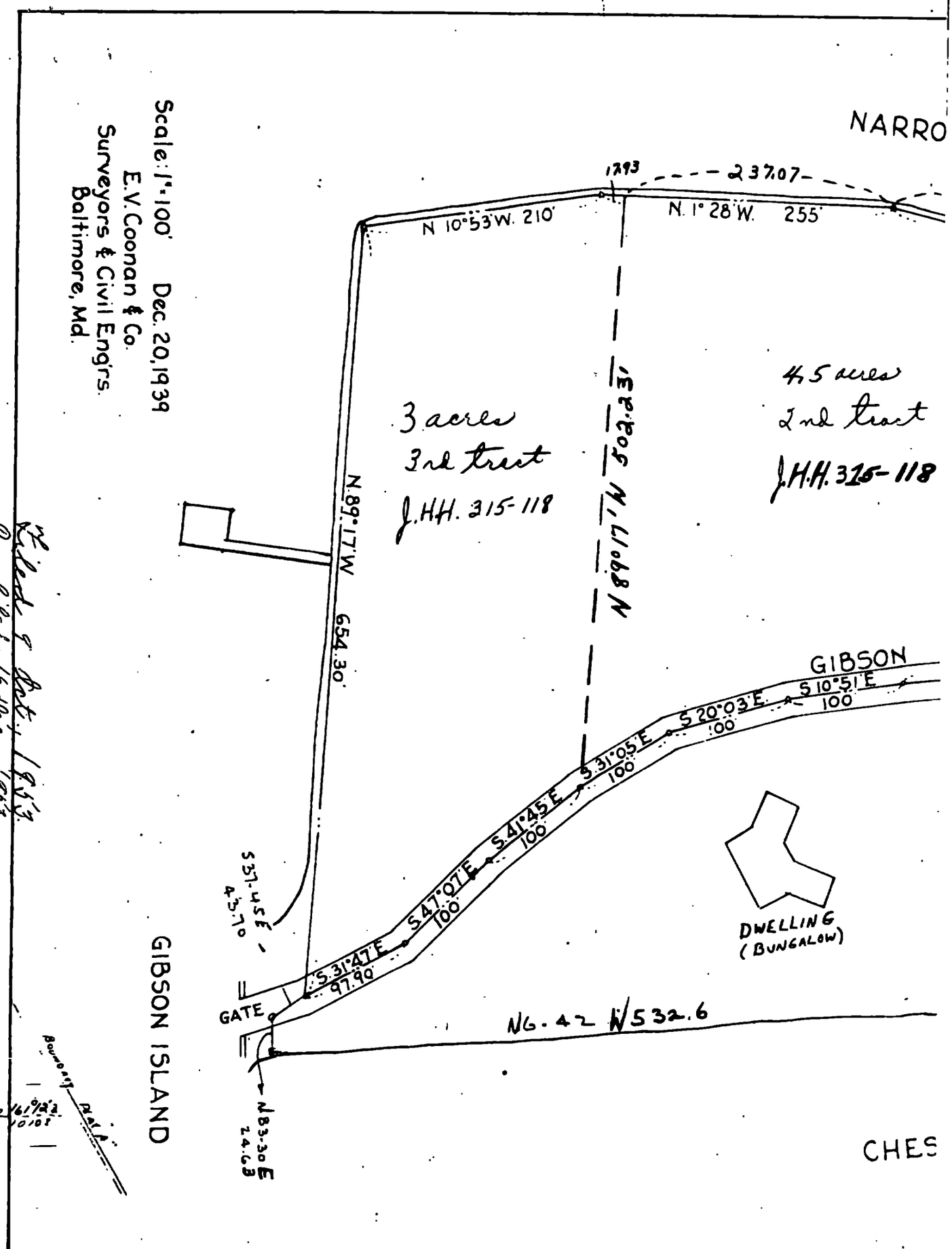
I HEREBY CERTIFY that on this 6th day of October 1953, before me the subscriber, a notary public in and for the City and State aforesaid, personally appeared FRANCES Y. RIENHOFF, Mother and Next Friend of Francis Colston Rienhoff, Infant, and made oath in due form of law that the matters and facts contained in the foregoing Bill of Complaint are true to the best of her knowledge and belief.

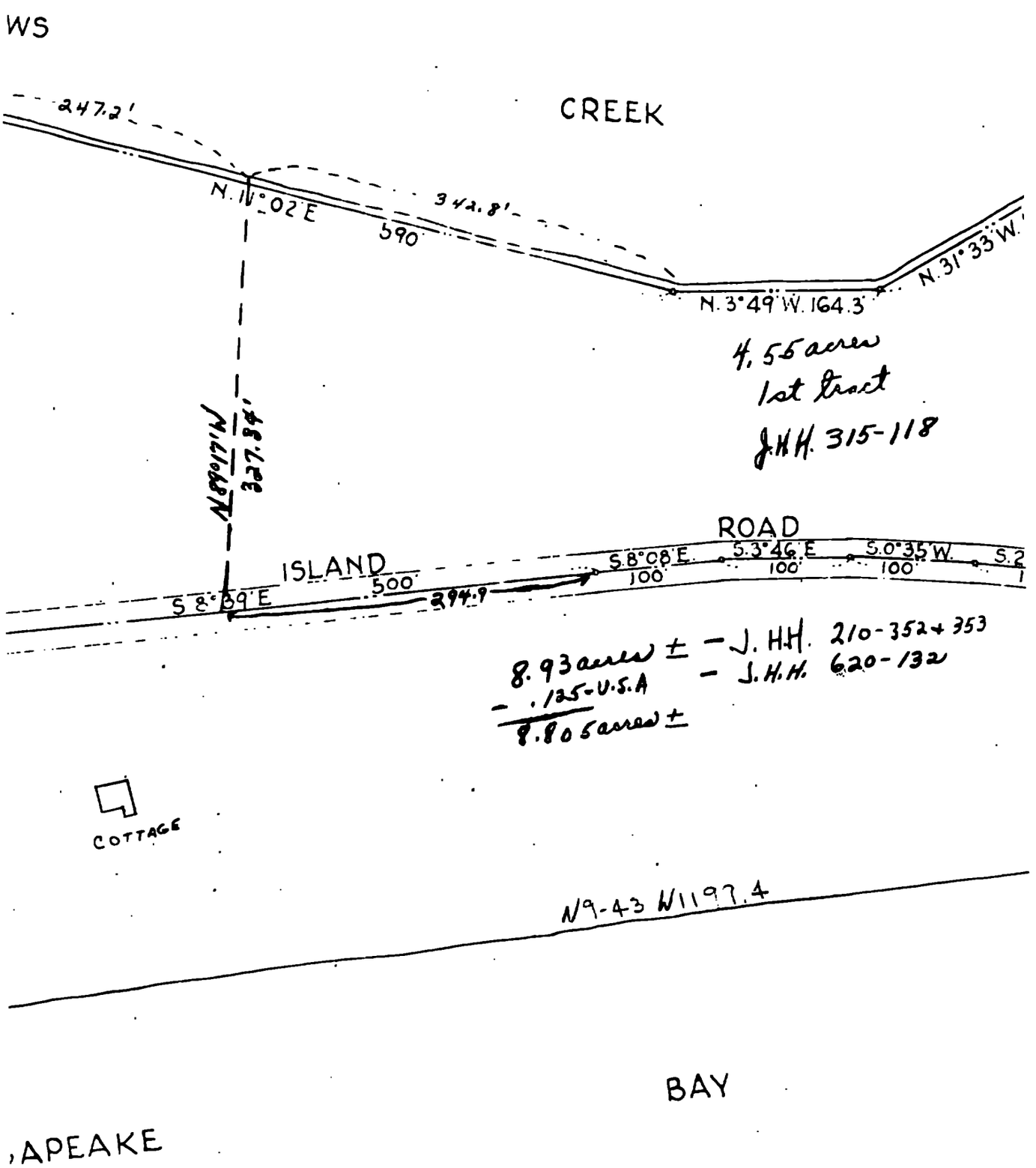
Elaine McLendon

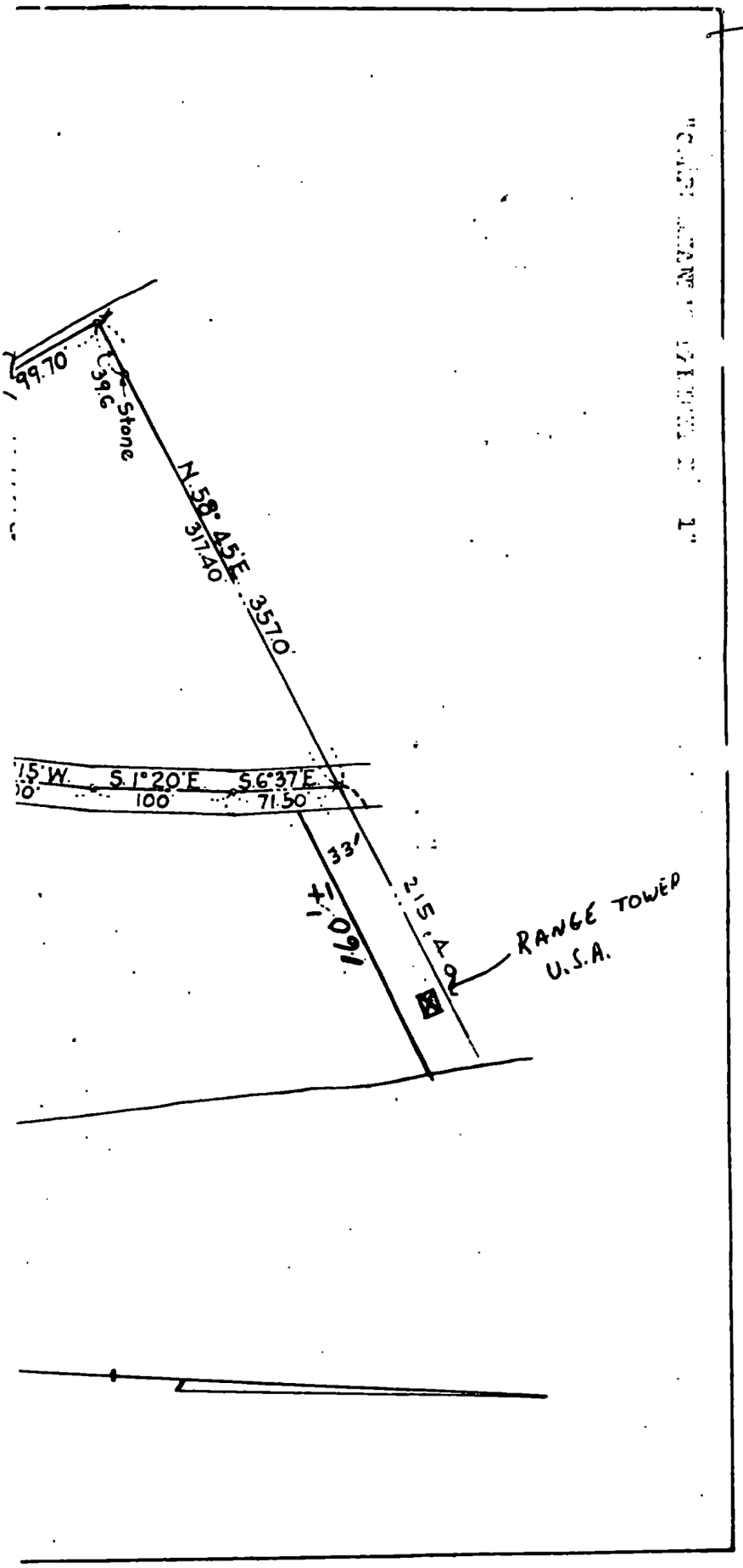
Notary Public

ELAINE McLENDON

ROUSE AND MORTON
BALTIMORE 3, MARYLAND
ATTORNEYS AT LAW


NARRO
1793
237.07
N 10°53'W. 210'
N. 1° 28' W. 255'
3 acres
3rd tract
J.HH. 315-118
4.5 acres
2nd tract
J.H.H. 315-118
N 89°17'W 502.23'
N.89°17'W. 654.30'
GIBSON
S 10°51'E
100
S 20°03'E
100
S 31°05'E
100
S 41°45'E
100
S 47°07'E
100
S 31°47'E
97.90
S37.45E
43.70
DWELLING
(BUNGALOW)
GATE
NG. 42 N532.6
N83-30E
24.63
GIBSON ISLAND
Scale: 1"=100' Dec. 20, 1939
E.V. Coonan & Co.
Surveyors & Civil Engrs.
Baltimore, Md.
Filed for Rec., 1939
Re-filed 16 Dec., 1903.
CHES


WS
CREEK
247.2'
N. 11°02 E
590
342.8'
N. 3°49 W. 164.3
N. 31°33 W.
4.55 acres
1st tract
J.H.H. 315-118
N 89°17' W
327.84'
ROAD
ISLAND
S 8°39 E
500
294.9
S.8°08 E.
100
S.3°46 E
100
S.0°35 W.
100
8.93 acres ± - J. H.H. 210-352 + 353
- .125 - U.S.A - J.H.H. 620-132
8.805 acres ±
COTTAGE
N9-43 W1197.4
BAY
APEAKE


99.70
39.6
Stone
N.58°45'E
317.40
357.0
15'W.
S.1°20'E
S.6°37'E
100
71.50
33'
160'±
215.40
RANGE TOWER
U.S.A.

"[illegible] INSTRUMENT NO. 2"

THIS DEED, Made this 17th day of August, 1944, by HUGH H. YOUNG, Widower, of Baltimore City, Maryland, party hereto of the first part, to WILLIAM FRANCIS RIENHOFF, III, HUGH YOUNG RIENHOFF, MACCALLUM RIENHOFF and FRANCIS COLSTON RIENHOFF, of Baltimore City, Maryland, parties hereto of the second part;

W I T N E S S E T H :

That in consideration of the sum of One Dollar ($1.00) paid by each of the parties hereto of the second part to the party hereto of the first part, the receipt of which is hereby acknowledged, and of other good and valuable considerations, the party hereto of the first part does hereby grant, convey and assign unto the parties hereto of the second part, as tenants in common and not as joint tenants, and to their respective heirs and assigns, each an undivided one-quarter (1/4) interest in and to the following three lots and parcels of ground lying and being in Anne Arundel County, Maryland and more particularly described as follows, that is to say:

BEGINNING for the same at a stone heretofore set up in the place where formerly stood a large Locust tree at the end of the South 56 degrees 45 minutes West 563 feet line of the land described in a deed from Jefferson M. Cook to Hugh H. Young dated May 20, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 75, folio 391 etc. and running thence and binding on said line reversely with 2 degrees allowance for the variation of the compass North 58 degrees 45 minutes East 317.4 feet to the center of the County Road leading to Gibson Island, thence running with and bounding on the center of said Road the seven following courses and distances: South 6 degrees 37 minutes East 71.5 feet, South 1 degree 20 minutes East 100 feet, South 2 degrees 15 minutes West 100 feet, South 0 degrees 35 minutes West 100 feet, South 3 degrees 46 minutes East 100 feet, South 8 degrees 08 minutes East 100 feet and South 8 degrees 39 minutes East 294.9 feet, thence leaving the center of said Road and running North 89 degrees 17 minutes West 327.34 feet to the waters of Narrows Creek, the three following courses and distances: North 11 degrees 02 minutes East 342.8 feet, North 3 degrees 49 minutes West 164.3 feet and North 31 degrees 33 minutes West 199.7 feet to the end of the second line of the land described in said deed, thence binding on said line reversely North 58 degrees 45 minutes East 39.6 feet to the place of beginning.

Containing 4.55 acres of land.

Re-filed 16 Dec., 1953. Filed 9 Oct., 1953.

10,833 sq. ft. Rienhoff - Rienhoff - Rienhoff - Rienhoff
6 x 13. Clarence, Francis

BEGINNING for the same in the middle of Gibson Island Road at the distance of 876.4 feet Southeasterly from where it is intersected by the South 56 degrees 45 minutes West 563 feet line of the land described in a deed from Jefferson M. Cook to Hugh H. Young dated May 20, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 75, folio 291 etc. and running thence with and binding on the middle of said Road the four following courses and distances: South 8 degrees 39 minutes East 205.9 feet, South 10 degrees 51 minutes East 100 feet, South 20 degrees 03 minutes East 100 feet, South 31 degrees 05 minutes East 100 feet, thence leaving said Road and running North 89 degrees 17 minutes West 502.23 feet to the waters of Narrows Creek, thence bounding on the waters of said Creek the two following courses and distances: North 1 degree 28 minutes West 237.07 feet and North 11 degrees 02 minutes East 247.2 feet to intersect a line drawn from the place of beginning North 89 degrees 17 minutes West, and thence reversing said line and binding thereon South 89 degrees 17 minutes East 327.34 feet to the place of beginning.

Containing 4.5 acres of land.

BEGINNING for the same in the middle of Gibson Island Road at the distance of 1680.2 feet Southeasterly from where it is intersected by the South 56 degrees 45 minutes West 453 feet line of the land described in a deed from Jefferson M. Cook to Hugh H. Young dated May 20, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 75, folio 291 etc. and running thence with and bounding on the middle of Gibson Island Road South 41 degrees 45 minutes East 100 feet, South 47 degrees 07 minutes East 100 feet, South 31 degrees 47 minutes East 97.90 feet to the end of the South 74-1/2 degrees East 90.5 feet line of the land described in said deed, thence binding on the outlines of said land as described in said deed and on the waters of Canfield Creek or Magothy Narrows North 89 degrees 17 minutes West 654.3 feet, North 10 degrees 53 minutes West 210 feet, North 1 degree 28 minutes West 17.93 feet to intersect a line drawn North 89 degrees 17 minutes West from the place of beginning and thence reversing said line so drawn and binding thereon South 89 degrees 17 minutes East 502.23 feet to the place of beginning.

Containing 3 acres of land,

TOGETHER with the improvements on said three lots and parcels of ground and together with all of the rights, ways, waters, privileges, appurtenances and advantages thereunto appertaining or belonging.

TO HAVE AND TO HOLD the said three lots and parcels of ground with the improvements thereon and with all the rights, ways, waters, privileges, appurtenances and advantages thereunto appertaining or belonging unto and to the use of the parties hereto of the second part and to their respect heirs and assigns forever as tenants in common and not as joint tenants, each as to an undivided one-quarter (1/4) interest therein.

AND the party hereto of the first part does hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such other and further assurances thereof as may be requisite.

WITNESS, the hand and seal of the said party hereto of the first part.

Hugh H. Young (SEAL)
(Hugh H. Young)

WITNESS:
Bertha McTeott
BERTHA McTEOTT

STATE OF MARYLAND, CITY OF BALTIMORE, To-Wit:

I HEREBY CERTIFY, That on this 17 day of August, 1944, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Hugh H. Young and acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.

Elder H. Slade
ELDER H. SLADE
Notary Public.

I hereby certify that the property named in this deed has been transferred as provided by act 1920.
R. Harry Arnold, Clerk

TAXES PAID
TO DEC. 31, 1944
JAMES A. WALTON

D E E D

by

HUGH H. YOUNG

TO

WILLIAM FRANCIS RIENHOFF, III,
HUGH YOUNG RIENHOFF,
MACCALLUM RIENHOFF, and
FRANCIS COLSTON RIENHOFF

Aug. 44 10-10 24 A
315 118
John H. Hopkins 3rd

Paid 6.00

THIS DEED, Made this 30th day of December, 1939, by HUGH H. YOUNG, Widower, of Baltimore City, Maryland, party hereto of the first part, to WILLIAM FRANCIS RIENHOFF, III, HUGH YOUNG RIENHOFF, MACCALLUM RIENHOFF and FRANCIS COLSTON RIENHOFF, of Baltimore City, Maryland, parties hereto of the second part;

W I T N E S S E T H :

That in consideration of the sum of One Dollar ($1.00) paid by each of the parties hereto of the second part to the party hereto of the first part, the receipt of which is hereby acknowledged, and of other good and valuable considerations, the party hereto of the first part does hereby grant, convey and assign unto the parties hereto of the second part, as tenants in common and not as joint tenants, and to their respective heirs and assigns, each an undivided one-eighth (1/8) interest in and to the following lot and parcel of ground lying and being in Anne Arundel County, Maryland and more particularly described as follows, that is to say:

BEGINNING for the same in the centre of the County Road leading to Gibson Island where it is intersected by the South 56 degrees 45 minutes West 563 feet line of the land described in a deed from Jefferson M. Cook to Hugh H. Young, dated May 20, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 75 folio 291 &c. and running thence with and binding on the centre of said Road the 13 following courses and distances, viz, South 6 degrees 37 minutes East 71.5 feet, South 1 degrees 20 minutes East 100 feet, South 2 degrees 15 minutes West 100 feet, South 0 degrees 35 minutes West 100 feet, South 3 degrees 46 minutes East 100 feet, South 8 degrees 08 minutes East 100 feet, South 8 degrees 39 minutes East 500 feet, South 10 degrees 51 minutes East 100 feet, South 20 degrees 03 minutes East 100 feet, South 31 degrees 05 minutes East 100 feet, South 41 degrees 45 minutes East 100 feet, South 47 degrees 07 minutes East 100 feet and South 31 degrees 47 minutes East 97.9 feet to the end of the South 74½ degrees East 90.5 feet line of the land described in said deed and running thence with and binding on the outlines of said land so described as now run with 2 degrees allowance for variation of the compass the 2 following courses and distances, viz, South 37 degrees 45 minutes East 43.7 feet and North 83 degrees 30 minutes East 24.63 feet to the water of Chesapeake Bay, thence binding there-

Filed 9 Oct., 1953.
Re-filed 16 Dec., 1953.

No. 10, P 33 9 Pawlhoff - Plaintiff
Ex. & Annuity, Ex. & E. K. Clausen, Examiner

on the 2 following courses and distances, viz, North 6 degrees 42 minutes West 532.6 feet and North 9 degrees 43 minutes West 1199.4 feet to the aforesaid South 56 degrees 45 minutes West 563 feet line above referred and thence South 58 degrees 45 minutes West 215.4 feet binding on said line to the place of beginning.

Containing 8.93 acres of land, more or less.

TOGETHER with the improvements on said lot of ground and together with all of the rights, ways, waters, privileges, appurtenances and advantages thereunto appertaining or belonging.

TO HAVE AND TO HOLD the said parcel of ground with the improvements thereon and with all the rights, ways, waters, privileges, appurtenances and advantages thereunto appertaining or belonging unto and to the use of the parties hereto of the second part and to their respective heirs and assigns forever as tenants in common and not as joint tenants, each as to an undivided one-eighth (1/8) interest therein.

AND the party hereto of the first part does hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such other and further assurances thereof as may be requisite.

WITNESS, the hand and seal of the said party hereto of the first part.

Hugh N. Young (SEAL).
(Hugh H. Young)

WITNESS:

Bertha W. Trott
(Bertha W. Trott)

STATE OF MARYLAND, }
CITY OF BALTIMORE, } TO-WIT:

I HEREBY CERTIFY, That on this 30th day of December, 1939, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Hugh H. Young and acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.

Gerard T. Stickler
Gerard T. Stickler
Notary Public.

Entr for record

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

E. Harry Arnold,
Clerk.

Easton 22

DEED

R

From

HUGH H. YOUNG

To

WILLIAM FRANCIS RIENHOFF, III
HUGH YOUNG RIENHOFF
MACCALLUM RIENHOFF
FRANCIS COLSTON RIENHOFF.

Received for Record 30 day of Jany 1940 at 9-30 o'clock A.M. and the same day recorded in Liber J.H.H. No. 210 Fol. 352 and Records of Anne Arundel County.

John H. Hopkins 3rd Clerk

N.J.

VENABLE, BAETJER & HOWARD
ATTORNEYS AT LAW
1409 MERCANTILE TRUST BUILDING
BALTIMORE, MD.

"COMPLAINANT'S EXHIBIT NO. 4"

THIS DEED, Made this 12th day of January, 1940, by HUGH H. YOUNG, Widower, of Baltimore City, Maryland, party hereto of the first part, to WILLIAM FRANCIS RIENHOFF, III, HUGH YOUNG RIENHOFF, MACCALLUM RIENHOFF and FRANCIS COLSTON RIENHOFF, of Baltimore City, Maryland, parties hereto of the second part;

W I T N E S S E T H :

That in consideration of the sum of One Dollar ($1.00) paid by each of the parties hereto of the second part of the party hereto of the first part, the receipt of which is hereby acknowledged, and of other good and valuable considerations, the party hereto of the first part does hereby grant, convey and assign unto the parties hereto of the second part, as tenants in common and not as joint tenants, and to their respective heirs and assigns, each an undivided one-eighth (1/8) interest in and to the following lot and parcel of ground lying and being in Anne Arundel County, Maryland and more particularly described as follows, that is to say:

BEGINNING for the same in the centre of the County Road leading to Gibson Island where it is intersected by the South 56 degrees 45 minutes West 563 feet line of the land described in a deed from Jefferson M. Cook to Hugh H. Young, dated May 20, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 75 folio 291 &c. and running thence with and binding on the centre of said Road the 13 following courses and distances, viz, South 6 degrees 37 minutes East 71.5 feet, South 1 degrees 20 minutes East 100 feet, South 2 degrees 15 minutes West 100 feet, South 0 degrees 35 minutes West 100 feet, South 3 degrees 46 minutes East 100 feet, South 8 degrees 08 minutes East 100 feet, South 8 degrees 39 minutes East 500 feet, South 10 degrees 51 minutes East 100 feet, South 20 degrees 03 minutes East 100 feet, South 31 degrees 05 minutes East 100 feet, South 41 degrees 45 minutes East 100 feet, South 47 degrees 07 minutes East 100 feet and South 31 degrees 47 minutes East 97.9 feet to the end of the South 74½ degrees East 90.5 feet line of the land described in said deed and running thence with and binding on the outlines of said land so described as now run with 2 degrees allowance for variation of the compass the 2 following courses and distances, viz, South 37 degrees 45 minutes East 43.7 feet and North 83 degrees 30 minutes East 24.63 feet to the water of Chesapeake Bay, thence binding there-

Re-filed 16 Dec., 1953. Filed 9 Oct., 1953.

No. 10,833 Equity. Plaintiff's Exhibit No. 4. E. A. D. E. Clarke, Examiner.

on the 4 following courses and distances, viz, North 6 degrees 42 minutes West 532.6 feet and North 9 degrees 43 minutes West 1190.4 feet to the aforesaid South 56 degrees 45 minutes West 563 feet line above referred and thence South 58 degrees 45 minutes West 215.4 feet binding on said line to the place of beginning.

Containing 8.93 acres of land, more or less.

TOGETHER with the improvements on said lot of ground and together with all of the rights, ways, waters, privileges, appurtenances and advantages thereunto appertaining or belonging.

TO HAVE AND TO HOLD the said parcel of ground with the improvements thereon and with all the rights, ways, waters, privileges, appurtenances and advantages thereunto appertaining or belonging unto and to the use of the parties hereto of the second part and to their respective heirs and assigns forever as tenants in common and not as joint tenants, each as to an undivided one-eighth (1/8) interest therein.

AND the party hereto of the first part does hereby covenant that he will warrant specially the property hereby granted and conveyed and that he will execute such other and further assurances thereof as may be requisite.

WITNESS, the hand and seal of the said party hereto of the first part.

Hugh H. Young (SEAL).
(Hugh H. Young)

WITNESS:
Bertha M. Trott
(Bertha M. Trott)

STATE OF MARYLAND, }
CITY OF BALTIMORE, } TO-WIT:

I HEREBY CERTIFY, That on this 12th day of January, 1940, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Hugh H. Young and acknowledged the foregoing Deed to be his act.

WITNESS my hand and Notarial Seal.

Gerard T. Stickler
Notary Public.

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

R. Harry Arnold,
Clerk.

OK
Cartridges
L 2000

DEED

From

HUGH H. YOUNG

To

WILLIAM FRANCIS RIENHOFF, III
HUGH YOUNG RIENHOFF
MACCALLUM RIENHOFF
FRANCIS COLSTON RIENHOFF.

Received for Record 30 *day of* Jany *1940, at* 9-30 *o'clock P.M. and the same day recorded in Liber J.H.H.,* No. 210, *Fol.* 353 *Land Records of Anne Arundel County.*

John H Hopkins 3rd Clerk.

VENABLE, BAETJER & HOWARD
ATTORNEYS AT LAW
1409 MERCANTILE TRUST BUILDING
BALTIMORE, MD.

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	
-vs.-	:	IN THE CIRCUIT COURT
MAC CALLUM RIENHOFF,	:	FOR
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	ANNE ARUNDEL COUNTY
and	:	Equity No.
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	10,833

ANSWER

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Answer of MacCallum Rienhoff, Hugh Young Rienhoff and Kathryn Rienhoff, his wife, and William Francis Rienhoff, III and Grace S. Rienhoff, his wife, all in proper person, respectfully represents:

1. That they admit the allegations contained in the Bill of Complaint heretofore filed in this case and consent to the granting of the relief prayed therein.

AND AS IN DUTY BOUND, ETC.

MacCallum Rienhoff
MacCallum Rienhoff

Hugh Young Rienhoff
Hugh Young Rienhoff

Kathryn Rienhoff
Kathryn Rienhoff

William F. Rienhoff, III
William Francis Rienhoff, III

Grace S. Rienhoff
Grace S. Rienhoff

17

Filed 21 Oct, 1953

STATE OF MARYLAND:

CITY OF BALTIMOPE:

I HEREBY CERTIFY that on this 20th day of October 1953, before me the subscriber, a notary public in and for the City and State aforesaid, personally appeared MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF, KATHRYN RIENHOFF, WILLIAM FRANCIS RIENHOFF, III, and GRACE S. RIENHOFF, and made oath in due form of law that the matters and facts contained in the foregoing Answer are true to the best of their knowledge and belief.

Elaine McLendon
Notary Public

Service of copy of Answer admitted this 20th day of October, 1953.

George W. Baker Jr.
Attorney for Complainant

18

FRANCIS COLSTON RIENHOFF, infant, by Frances Y. Rienhoff, his mother and next friend,	:	IN
	:	THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MAC CALLUM RIENHOFF, ET AL.	:	No. 10,833 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

19 and
Nobember/25, 1953

Present:

Mr. George W. Baker, Jr., Solicitor for Plaintiff.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

John T. Latham, pages 2, 3.

Frances Young Rienhoff, pages 3, 4, 5, 6.

Hugh Young Rienhoff, pages 6, 7, 8.

Joseph D. Lazenby, pages 9, 10, 11, 12.

19 Filed 16 dec., 1953. 1.

Plat marked Complainant's Ex. 1, marked Examiner's Ex. A.
Deed filed as Complainant's Ex. 2, marked Examiner's Ex. B.
Deed filed as Complainant's Ex. 3, marked Examiner's Ex. C.
Deed filed as Complainant's Ex. 4, marked Examiner's Ex. D.

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

(Mr. Baker)

1. State your name and address.

A. John T. Latham, Severna Park, Md.

2. By whom are you employed?

A. By J. R. McCrone, Jr.

3. What is the nature of the work?

A. Surveyors and engineers.

4. Are you familiar with the property known as the Rienhoff property that adjoins Gibson Island?

A. Yes I am.

5. I show you Complainant's Ex. 1 and ask you if you are familiar with that property?

A. Yes I am.

6. That consists of one side Chesapeake Bay and one side Narrows Creek, showing a bungalow and a small servants' cottage and a boathouse and there are no other improvemtnts on that, to your knowledge?

A. Not to my knowledge.

7. The purpose of this proceeding is to have a partition of the property which is owned by four brothers, in your opinion could this property be divided into four pieces by a division in kind without loss or injury to the owners of the property?

A. No, it could not be divided into four pieces without injury.

(Mr. Klawans)

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

John T. Latham

John T. Latham

Frances Young Rienhoff, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Baker)

1. Will you state your name and address?

A. Frances Young Rienhoff, 608 W. Belvedere Avenue, Baltimore 10, Maryland.

2. Are you the mother of Francis Colston Rienhoff, the complainant in this case?

A. Yes.

3. How old is Francis Colston Rienhoff?

A. 17½.

4. Does he reside with you?

A. Yes.

5. Are you familiar with the property mentioned in these proceedings?

A. Yes.

6. Have you had any opinion as to the title of that property submitted to you?

A. Yes.

7. The title to the property is in your four children?

A. That's right.

8. They are Francis Colston Rienhoff, the complainant, and the three defendants in this case?

A. Yes.

9. They obtained title to this property from their grandfather?

A. My father gave them title to it.

10. Do any other persons other than the complainant and the

defendants in this case, have any interest in this property?

A. No.

11. Your children each have a one-fourth interest in the property?

A. Yes.

12. Would you state what improvements are on the property?

A. A large bungalow, a small servants' cottage, and the boat-house on the river.

13. This large bungalow is just a summer bungalow?

A. It has no heat so it is only used in the summer.

14. Your four sons obtained title to part of this property in 1940 and the remainder in 1944?

A. That's right.

15. Since that time, they have been the sole owners of the property?

A. Yes.

16. The expenses of maintaining the property during this time have been contributed by you and Dr. Rienhoff?

A. Yes.

17. In your opinion, could this property be divided in kind, without loss or injury to the parties in interest, among the four boys?

A. No I don't think so.

18. The property is now right expensive to maintain?

A. Yes, there is good deal of upkeep.

19. I have the tax bills on the property, there being two bills, covering the entire property; you will notice the assessed value of the 8½ acre tract is $17,840, is that right?

A. That's right.

20. And the assessed value on the remaining piece is $5100?

A. That's right.

21. That would make a total assessed value of $22,940?

A. That's right.

22. As the property cannot be divided in kind it is then your

22

opinion that the property be sold and the proceeds be divided among the four owners?

A. Yes.

23. In the event a decree of sale is made would you have any recommendation of trustees appointed?

A. I would like to have you, Mr. Baker, appointed trustee.

24. Do you have any recommendation as to the bond to be required under such circumstances?

A. We would ask for a minimum bond.

25. In the event that a sale is decreed, would it be your opinion that if necessary the property be sold in parts rather than as a whole as the best way to produce money from the sale?

A. As guardian of the children it would be my duty to see that it was sold in the most advantageous manner.

26. So that you would not object if it proved to be to the best advantage to have a sale in parts rather than as a whole?

A. No.

27. Are your four boys who are the owners of the property in a state of condition financially to maintain this property as it now exists?

A. None of them have any income at the present time at all.

28. Why are you of the opinion that this property is not susceptible of division in kind amoung the four children?

A. Due to the large bungalow; you couldn't divide that up and it is the only dwelling on the place.

29. Do you consider it would be to the advantage of the minor child to sell the property and divide the proceeds?

A. Yes, the boys are unable to support the property and make necessary improvements as they have no income.

30. The bungalow is a frame dwelling?

A. Yes.

31. This property binds on the Chesapeake Bay is considered to be right valuable insofar as waterfront property is concerned?

A. Yes.

23

32. What, in your opinion would be the value of the entire property?

A. The bungalow was built in 1919, a frame dwelling, with no heat; it naturally needs a good many repairs yearly because of its age; it has electricity and water, no gas. I would say that the property as a whole, the assessed value is $20,000, I would say that $50,000 would be the value of the whole property.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "It might seem odd that the three older boys have no income; the first son is a doctor in training at Johns Hopkins; the second son is in college studying engineering and the third son is a medical student."

Frances Young Rienhoff
Frances Young Rienhoff

Hugh Young Rienhoff, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Baker)

1. What is your name and address?

A. Hugh Young Rienhoff, same address as Mrs. Rienhoff.

2. How old are you?

A. 25.

3. At the time the Bill of Complaint was filed you lived at 4621 Keswich Road?

A. That's right.

4. Have you discussed this case with your brothers Mac Callum and William Francis Rienhoff?

A. Yes.

5. You are the spokesman for the other two?

A. I think our ideas are in agreement.

6. They were all notified of the taking of testimony and they felt you could take care of it for them?

A. Yes.

7. You have heard your mother testify with regard to the improvements on the property, that is the bungalow, and servants' cottage and boathouse, would there be anything you would care to add to the general description of the property?

A. No.

8. In your opinion could the property be divided in kind among you and your brothers?

A. No.

9. Do you think it would be to the best advantage of you and your three brothers that the property be sold?

A. Yes.

10. Why?

A. Due to our total lack of income, the maintenance problem is overpowering.

11. Would you have any recommendation for the trustee in the event a decree is passed?

A. Mr. Baker.

12. Do you have any further recommendation as to the bond?

A. A minimum bond.

13. Do you think it possible for this property to be rented on a year-round basis at a rent that would justify keeping it?

A. No.

14. Are you and your three brothers mentioned in these proceedings the sole owners of this property?

A. Yes.

15. You received the property from your grandfather?

A. Yes.

16. You would prefer to have the property sold in whatever manner it produces the greatest income whether to be sold in its entirety or in parts?

A. Yes.

25

17. I show you plat marked Examiner's Ex. A, is that the property mentioned in these proceedings?

A. Yes.

18. Are the improvements shown on there located as shown on the plat?

A. Yes.

(Mr. Klawans)

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

Hugh Young Rienhoff

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

(Mr. Baker)

1. State your name and address.

A. Joseph D. Lazenby, Annapolis, Md.

2. Are you a real estate broker?

A. Yes.

3. How long have you been engaged in the real estate business?

A. Twenty-two years, in Annapolis and Anne Arundel County.

4. I show you a plat of the Rienhoff property which is filed with this case as Examiner's Ex. A, are you familiar with that property?

A. Yes, I went over it very carefully in June 1953.

5. Did you make an appraisal report on the property?

A. Yes.

6. Referring to the tract shown as containing 8.05 acres and binding on the Chesapeake Bay, what is your appraisal of that part of the property?

A. The 8.05 acre tract, besides being Bay frontage, contains the main dwelling, servants' cottage and substantial bulkhead, extending along the Bay front, has frontage on the Gibson Island Road for its entire length, value, $122,750.

7. How much value do you place on the building and how much on the land?

A. The main dwelling is worth $25,000, the servants' cottage is worth $4000; the bulkheading is worth $22,500, and the land is worth $71,250, making a total of $122,750.

8. That bulkhead extends, does it not, from a point starting at the south end of the 8.05 acre tract and runs up to a point just south of where the servant's cottage is?

A. That's correct. I didn't measure that accurately, but that is appoximately correct. There are jetties that project into the water to prevent waves from breaking against the shore and erosion.

9. Considering the 8.05 acre tract on which the building is located, what is your appraisal of that part of the tract running from the south and extending a little past the cottage; in other words that land that would be normally sold with the cottage?

A. The value of the dwelling, cottage, the bulkhead and the land up to the cottage is $84,625; the remaining Bay front is $38,125.

10. Referring to the tract shown on Narrows Creek, what was your appraisal of that total area?

A. My appraisal of the value of the creek front, boathouse and dock was $60,875.

11. That is all of the land that is on Narrows Creek and all of the improvements, which consist of a boathouse and dock?

A. Yes.

12. Taking the three tracts individually and considering land values only, what would be the value of the 4.55 acre tract?

A. The value of the 4.55 acre tract is $21,180 in my opinion. The 4.5 acre part that is unimproved is worth, in my opinion, $15,770. The three acre tract is worth $18,925 and the improvements are worth $5000.

13. In computing the value of the three tracts on Narrows Creek, what front footage value would you assign to that front footage?

A. $30.00 a foot, and then there would remain approximately five acres of what I designate as back land, which has no frontage on the water, and to which I have assigned a value of $500 per acre.

14. As to the 8.05 acre tract which binds on the Chesapeake Bay, what footage value would you assign to that?

A. $75.00 per foot to the Bay front.

15. In speaking of the property on Narrows Creek, you mentioned the difference between the part that fronts on the creek and the back land, which does not front on the creek, is

that the way this property would be sold, that it would be sold with some frontage on the creek and some not fronting on the creek to produce the best price for the whole property?

A. To produce the best price for the whole property would be to divide it up into building lots; you would have five acres with waterfront and the remaining without, and you would have two classifications of lots, so to speak.

16. Would it then be your opinion that the property would produce the highest value if sold as part of a development of lots?

A. Yes, that is undoubtedly the way to derive the most value from it.

17. With appropriate restrictions on that type of property?

A. I would like to comment that the property is lying immediately adjacent to Gibson Island. As is well known, Gibson Island is probably the most valuable waterfront area in the County; lying directly adjacent to it and served by the Gibson Island Road this tract is a very strategic location for a develcpment just as high-type as Gibson Island and should be restricted to an extent to prevent any possible desecration of the land.

(Mr. Klawans)

1. Wouldn't it take a good many years to sell off these lots?

A. In my opinion the land would be sold off in a matter of a very few years unless we ran into some serious economic disturbance.

(Mr. Baker)

18. Would this property be very difficult to lay out as a development?

A. The property lies as near perfectly for a development as any tract. It is level; it has no dense growth on it; it would require no grading; no road building, or very

little road building; there would be little cost to development except surveying costs.

19. Would that road you speak of be in the Narrows Creek side?

A. The five acres designated as back land would have to be served by an entrance road.

(Mr. Klawans)

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

Joseph D. Lazenby

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

Witness my hand and seal this 16th day of December 1953.

Emanuel Klawans (SEAL)
Examiner

E.K. $10.00
K.H.McC. $12.00

pd 12/16-3
K H McE

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	IN THE
-vs.-	CIRCUIT
MAC CALLUM RIENHOFF,	COURT
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	FOR
and	ANNE ARUNDEL COUNTY
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	Equity No. 10,833

. . . .

DECREE

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

And it appearing to the Court that the real estate mentioned in the proceeding cannot be divided in kind without loss or injury to the parties having an interest therein, it is thereupon this 28th day of December in the year 1953, by the Circuit Court for Anne Arundel County ADJUDGED, ORDERED and DECREED that the real estate mentioned in the proceedings be sold as an entirety or in such parts or parcels as the Trustee herein appointed may in his discretion determine, and upon approval of said sale or sales by the Court, and that the money arising from such sale or sales be brought into this Court to be divided among the parties hereto as may be so entitled according to their respective rights and interests.

And it is further ADJUDGED, ORDERED and DECREED that GEORGE W. BAKER JR., be, and he is hereby appointed Trustee to make said sale or sales and that the course and manner of his proceedings shall be as follows: He shall first file with the Clerk of this Court abond to the State of Maryland executed by him and a surety or sureties to be approved by this Court in the penalty of $ 50,000 conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; he shall then proceed to make the sale or sales of the said real estate mentioned in

32

Filed 28 Dec., 1953.

the proceedings at either private or public sale in his discretion as to which may seem most advantageous in each particular instance, provided that before proceeding to sell any of the aforesaid property at public sale the said Trustee shall give at least 3 weeks notice by advertisement inserted in some newspaper or newspapers published in Anne Arundel County, as he shall think proper, of the time, place, manner and terms of sale, and that all public sales made by said Trustee shall be upon the following terms to wit: one-third of the purchase price in cash on the day of sale; one-third in six months; and one-third in twelve months or all cash at the option of the purchaser or purchasers, the credit portions to bear interest and to be secured to the satisfaction of the Trustee. And as soon as may be convenient after any such sale or sales, whether public or private, the said Trustee shall return to this Court a full and particular account of all proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, whether public or private, and on payment of the whole purchase money, (and not before,) the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the parties hereto Complainant and Defendants, and those claiming by, from or under them or any of them.

And the said Trustee shall bring into this Court the money arising from said sale or sales whether public or private, to be distributed under the direction of this Court after deducting the costs of this suit, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Michaelson
Judge

LIBER 89 PAGE 35

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

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

Bond 53 31 351

No. 10,833 Equity.

KNOW ALL MEN BY THESE PRESENTS:

That we, George W. Baker, Jr., 1214 Mercantile Trust Bldg., Baltimore, Md., 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 FIFTY THOUSAND AND 00/100 - - - - - - - - - - ($50,000.00) 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 2nd day of March in the year of our Lord one thousand nine hundred and fifty-four.

WHEREAS, the above bounden George W. Baker, Jr. by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustee to sell certain property

mentioned in the proceedings in the case of Francis Colston Rienhoff, Infant by Frances Y. Rienhoff, his Mother and next friend

vs:

MacCallum Rienhoff, Hugh Young Rienhoff and Kathryn Rienhoff, his Wife, and Francis Rienhoff, 3rd and Grace S. Rienhoff (Equity No. 10,833)

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden George W. Baker, Jr.

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

Signed, sealed and delivered in the presence of:

Hector J. Ciotti

Hector J. Ciotti

George W. Baker, Jr. (SEAL)

(SEAL)

WITNESS:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By G. Gillis *As to Surety*

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

Approved this 8 Mar. 1954
John F. Hopkins, Crd, Clerk

MD3116a—250. 9-50 128233
Trustee's Bond

Filed 8 Mar., 1954.

34

State of Maryland, Baltimore City, sct: LIBER 89 PAGE 36

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 2 19 54.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

J. J. Cavanagh, *Assistant Secretary*

36

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	
	:	IN THE
	:	CIRCUIT COURT
-vs.-	:	FOR
MAC CALLUM RIENHOFF,	:	ANNE ARUNDEL COUNTY
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	
	:	Equity No. 10,833
and	:	
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF his wife Defendants	:	
	:	

. . .

PETITION OF TRUSTEE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of George W. Baker, Jr., Trustee herein, respectfully represents:

1. That your Petitioner was appointed Trustee to sell the property mentioned in these proceedings by decree of this Honorable Court dated December 28, 1953, and his bond thereafter duly filed and approved.

2. That pursuant to the suggestions made by Joseph D. Lazenby, a real estate broker, in his testimony heretofore taken in this cause, and on the advice of other real estate brokers who specialize in sales of water front property, your Petitioner caused the property mentioned in these proceedings to be platted in lots for sale, pursuant to a uniform plan and scheme of development, a blue-print of which plat is attached hereto marked "Trustee's Exhibit A".

3. That your Petitioner has also prepared a list of uniform covenants, agreements, restrictions, conditions, easements and charges, a copy of which is attached hereto marked "Trustee's Exhibit B", and your Petitioner proposes to sell said property subject thereto upon the approval of this Honorable Court.

4. That your Petitioner has offered the property mentioned in these proceedings for sale as an entirety or in separate parcels, but that no offer has been made for, nor has any interest been exhibited in, said property as an entirety at any reasonable price, although your Petitioner has had the cooperation of several brokers who specialize in sales of water front property.

37

Filed 8 Mar., 1954

5. That considerable interest has been expressed in purchases of separate lots in said tract at sums in excess of the appraised value per square foot of said property, provided the property is subdivided into lots as part of a uniform plan of development as is shown on "Trustee's Exhibit A" and said lots are sold subject to the covenants, agreements, restrictions, conditions, easements and charges set forth in "Trustee's Exhibit B", or others similar thereto.

6. That your Petitioner believes that it would be to the best interests and advantages of all parties having an interest in these proceedings were said plat marked "Trustee's Exhibit A" to be duly filed among the Plat Records of Anne Arundel County and the lots shown thereon offered for sale subject to the covenants, agreements, restrictions, conditions, easements and charges set forth in "Trustee's Exhibit B".

7. That your Petitioner has received offers for the large unnumbered parcel shown on said plat as well as for Lot No. 12 subject to approval of the plan submitted herein, and should said plan be approved by this Honorable Court, contracts for the same will be drawn and submitted to this Honorable Court at an early date for approval.

8. That your Petitioner has discussed the aforesaid plan with all of the parties to this cause, and they have indicated their satisfaction therewith.

WHEREFORE, your Petitioner prays that an order of this Honorable Court authorizing him to duly file among the Plat Records of Anne Arundel County the plat attached hereto marked "Trustee's Exhibit A" and to offer for sale the lots shown thereon subject to the covenants, agreements, restrictions, conditions, easements and charges set forth in "Trustee's Exhibit B", and conditioned upon the prior approval of each such sale by this Honorable Court, may be passed.

AND AS IN DUTY BOUND, ETC.

George W. Baker, Jr., Trustee

George W. Baker, Jr., Trustee

STATE OF MARYLAND:

CITY OF BALTIMORE:

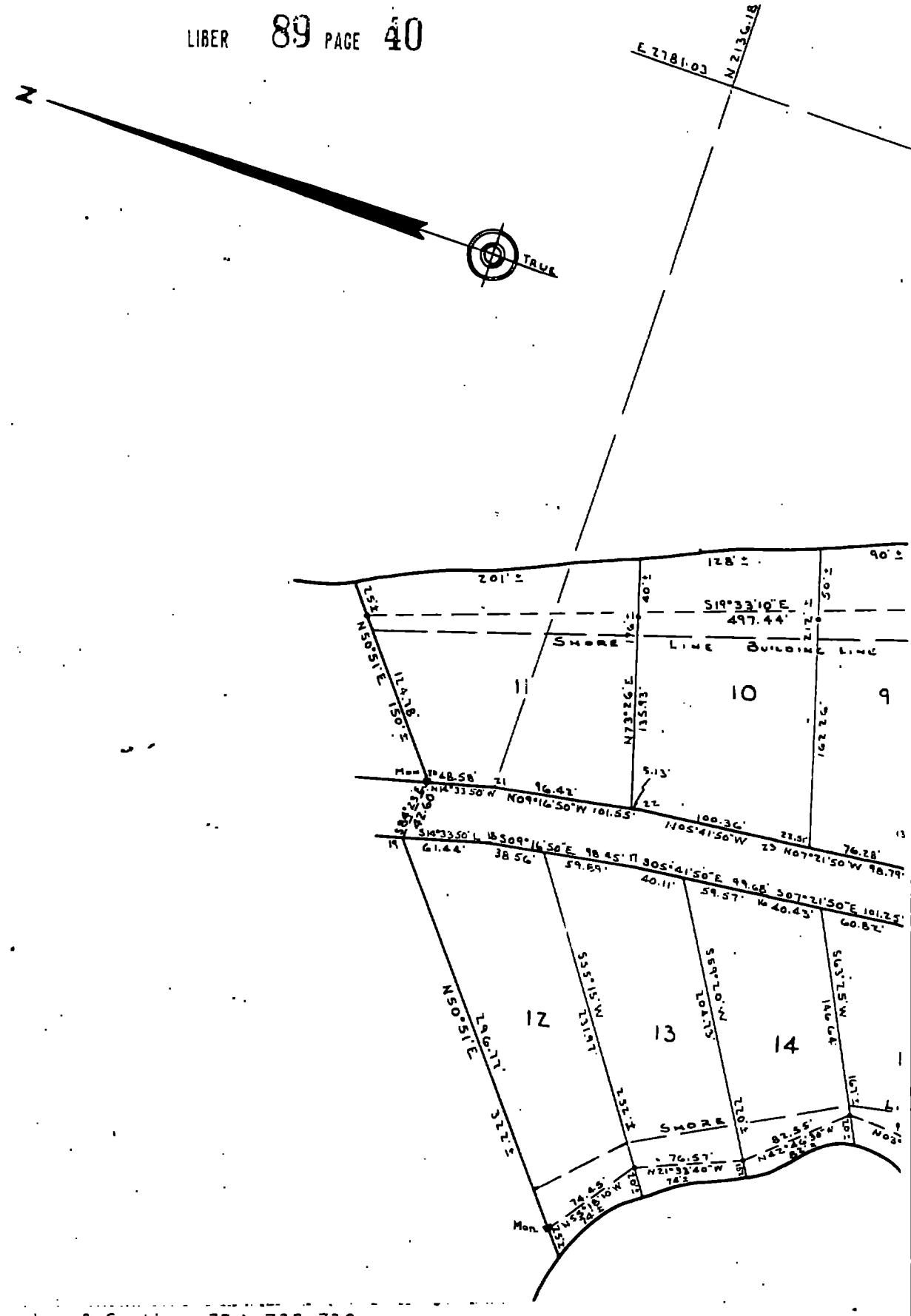
I HEREBY CERTIFY that on this 8th day of March, 1954, before me the subscriber, a notary public in and for the City and State aforesaid, personally

38

appeared GEORGE W. BAKER, JR., Trustee, who made oath in due form of law that the matters and facts contained in the foregoing Petition are true to the best of his knowledge and belief.

Elaine McLendon

Notary Public



The requirements of Sections 72A, 72B, 72C 72D of Article 17 of the Annotated Code of Maryland 1939 Edition (Title: Clerks of Court Sub-Title: Clerk of Circuit Courts) as far as they relate to the making of this plat and setting of the markers have been complied with.

George W. Baker, Jr., Trustee
Owner of Land Shown Hereon

J R McCrone Jr.
Surveyor's Certification

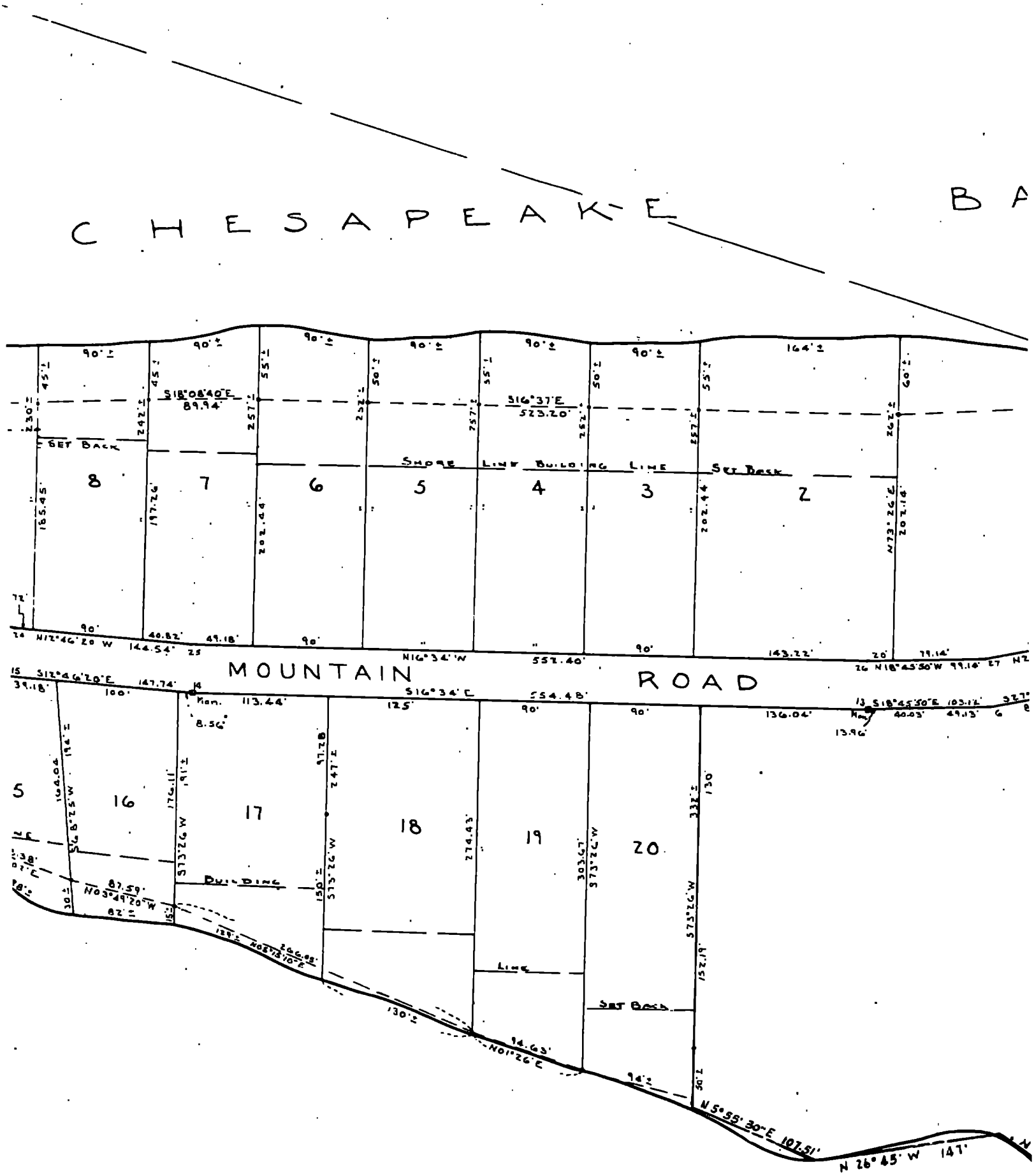
The requirements of the Anne Arundel County Health Department have been met in preparing this plat.

12/2/53 J. Howard Beard
Health Officer

Approved Dec. 3, 1953 Edward Hirschberg
Planning Administrator of A.A. Co.

W I

Scale: 1



R E D I

NDMILL POINT

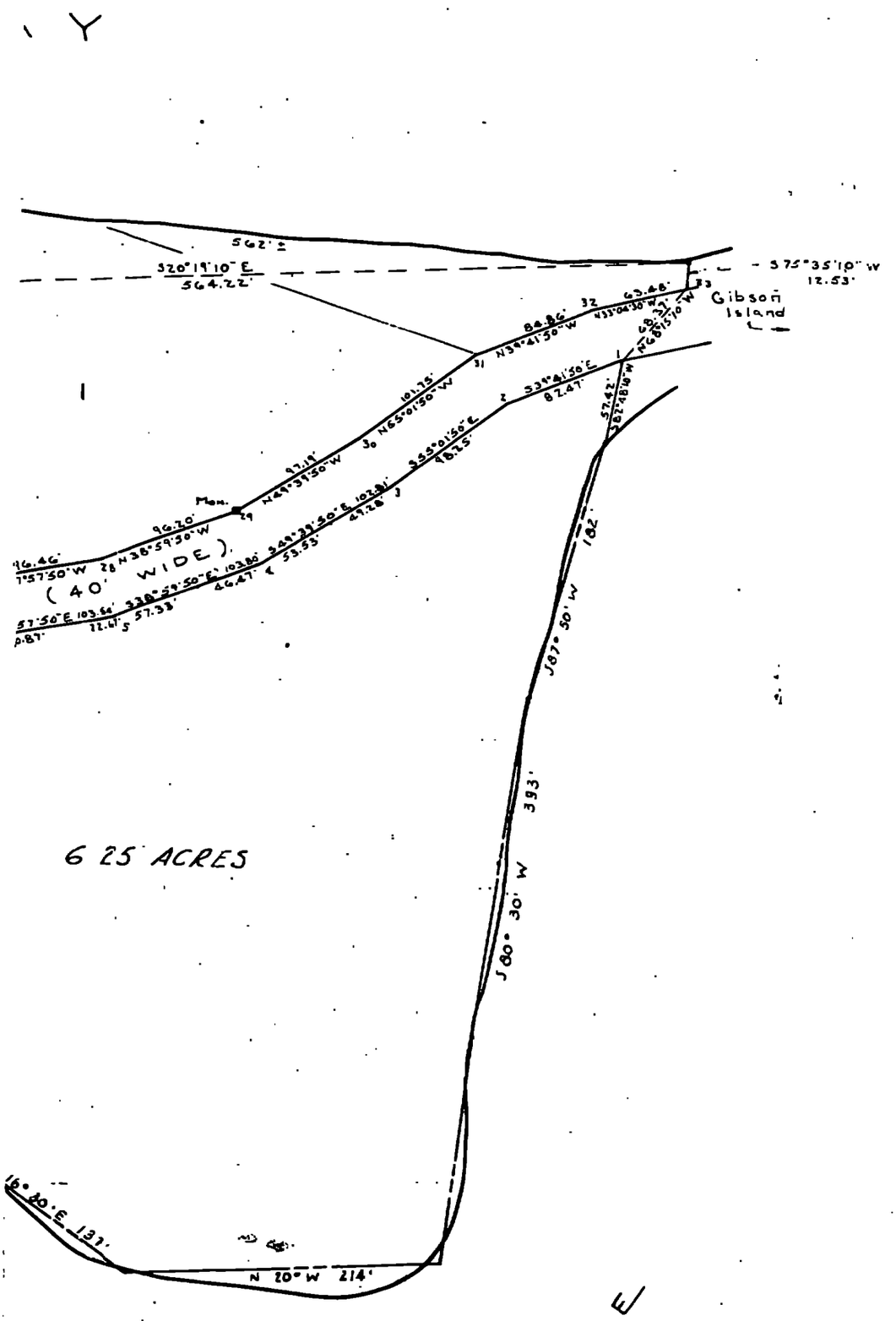
3RD DIST., A.A., MD.

1" = 100'

Dec. 31, 1953

REVISED MAR. 2, 1954

J.R. McCrone, Jr., Inc.
Annapolis, Md.



COORDINATES

NO	LATITUDE	DEPARTURE
1	699.50	2833.71
2	792.65	2808.37
3	762.95	2781.03
4	885.80	2622.15
5	966.48	2556.83
6	1057.92	2508.28
7	~~1100.42~~	~~2492.48~~
8	~~1071.87~~	~~2382.98~~
9	~~839.70~~	~~2382.98~~
10	~~839.70 Mon.~~	~~2342.98~~
11	~~1101.70 Mon.~~	~~2342.98~~
12	~~1142.54~~	~~2419.60~~
13	1155.56 Mon.	2475.11
14	1687.03 Mon.	2317.00
15	1831.12	2284.35
16	1931.55	2271.37
17	2030.74	2261.47
18	2127.90	2245.59
19	2187.37	2230.15
20	2183.20 Mon.	2272.55
21	2136.18	2284.77
22	2035.96	2301.15
23	1936.09	2311.11
24	1838.12	2323.77
25	1697.17	2355.74
26	1167.70	2513.23
27	1073.84	2545.12
28	988.64	2590.35
29	913.88 Mon.	2650.89
30	819.26	2700.52
31	792.65	2808.37
32	727.36	2862.57
33	674.17	2897.21

Filed 8 March 1954

"TRUSTEE'S EXHIBIT B"

LIBER 89 PAGE 43

WINDMILL POINT RESTRICTIONS

Subdivision I

The land included in said tract, except as hereinafter provided, shall be used for private residence purposes only and no apartment house, tenement house, hotel or rooming house shall be erected or maintained thereon and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, and private garages, private boat houses and private bath houses. Not more than one dwelling shall be erected on any lot shown on said plat of "Windmill Point." Each dwelling shall be designed for and occupied by a single family only. Garage, boat housea and bath houses shall be for the sole use of the respective owners or occupants of the plots upon which they are erected and shall not be more than one story in height.

No trailer, tent, shack, barn or other outbuilding shall be erected or maintained on any land included in said tract except with the prior written consent of the Trustee and subject to such conditions and restrictions as the Trustee may from time to time impose, nor shall any building other than the private dwelling house be used at any time as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.

Buildings to be used for schools, churches, libraries, clubs, offices and studios or for recrdational, religious or philanthropic purposes may be erected

41

Filed 8 Mar., 1954

or maintained in locations approved by the Trustee; provided, however, that no such building shall be erected, maintained, occupied or used for any of the said purposes unless in each case there shall have been duly filed in the proper office of record a deed or other instrument of writing executed by the Trustee approving, specifying and limiting the uses to which such building may be put or the activities which may be conducted therein.

. Parks, playgrounds and bathing beaches may be laid out and maintained in locations approved in writing by the Trustee.

Subdivision II

No residence, garage, bathhouse, fence, wall, drainage or sewerage system or building or other structure of any type shall be commenced, erected or maintained on said tract nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, approximate cost and location of such structure and the grading plan of the plot to be built upon shall have been submitted in duplicate to and approved in writing by the Trustee and a copy thereof, as finally approved, lodged permanently with the Trustee. The Trustee shall have the right to refuse to approve any such plans or grading plan, which, in his opinion, are not suitable or desirable for esthetic or other reasons, and in so passing upon such plans, specifications and grading plan, he shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned and located, on the outlook from the adjacent or neighboring property.

Subdivision III

In order to preserve or improve the views of land and water, hills and valley, obtainable on and from the various lots shown on said Plat and to promote the free movement of breezes and prevent harboring places for flies and other insects, the Trustee reserves the right to trim any trees or shrubbery now or hereafter standing in said tract or remove any standing water which may, in his opinion, destroy or interfere with such views or the free movement of breezes, or furnish harboring places for flies or other insects.

42

Subdivision IV

No noxious or offensive act, matter or thing shall be done or permitted upon any lot nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial breeding or raising of any type of domestic or wild fish, bird or animal shall be permitted on any lot included in said tract, but this covenant shall not prevent the occupant of the premises from keeping domestic pets so long as in the sole opinion of the Trustee they do not constitute an annoyance or nuisance to the neighborhood.

Subdivision V

Except as hereinafter provided, no building or part thereof other than private boathouse, shall be erected or maintained on any part of said tract closer than 40 feet to Mountain Road nor closer than 30 feet to any other road which may be laid out in said tract, nor closer to the water than the waterfront set-back line shown on said plat (referred to thereon as "shore line building line setback"), except on lots or plots the deeds to which from the Trustee shall specify a greater or less distance.

Steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the building, may encroach on such restricted areas by projecting thereon not more than 10 feet.

Single story bay, bow and oriel windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than 5 feet, but the total horizontal plane area of such encroachments on any side of such building shall not exceed 30 square feet.

Subdivision VI

Free and open spaces not less than 15 feet in width shall be left along each side line of every lot, which free and open spaces shall extend the full depth of the lot and shall be in addition to and independent of the free spaces pertaining to or required for any adjoining lot or other lot. For the purposes aforesaid, any boundary line which does not bind on the water or on a road or street shall be considered a side line. No part of any dwelling except as hereinafter provided shall encroach on these free and open spaces or any part thereof.

Steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the dwelling may be built and maintained on the inner 10 feet of such free spaces.

Subdivision VII

No trees shall be cut and no excavations shall be made on the premises except for building purposes and at the time when building operations are commenced, and no earth or sand shall be removed from the premises except as a part of such excavations.

Subdivision VIII

No privy of any kind shall be allowed on said property but each house shall have inside toilets with adequate water supply and septic tank installation for disposal of sewage approved by the Maryland State Board of Health.

Subdivision IX

Easements and rights-of-way are hereby expressly reserved by the Trustee in and over a strip of land 5 feet wide adjoining each boundary line of each lot other than the water-front boundary line for the following purposes:

(1) For the erection, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith, for the transmission of electricity and for telephone and other related purposes;

(2) For the construction and maintenance of storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed on or in any method beneath the surface of the ground.

(3) The Trustee shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

Subdivision X

If any building, fence or other structure of any kind be erected or maintained on any lot included in said tract in violation of any of the covenants herein set forth, or if any water be permitted to stand in which mosquito larvae may breed, or if any trees or shrubbery be permitted to grow on any lot in such a manner as to obstruct the light, air or view of adjoining neighbors or the free

movement of breezes or to furnish harboring places for flies or other insects, or if there be any other violation of these restrictions on any lot, the owner thereof, upon written notification by the Trustee to correct said condition, shall forthwith comply therewith and should the owner thereof fail to comply with said notice within 10 days from the date thereof, the Trustee, his agents and employees shall at all times have the right to enter upon the said land and tear down or remove any building or structure, or remove any standing water, or trim any such trees or shrubbery or otherwise correct such violation of these covenants and restrictions; and the Trustee, his agents or employees shall not be liable to any action or suit of any kind by the owner, his, her or their heirs or assigns, for such entry, tearing down, removal or trimming, nor shall the Trustee, his agents or employees, be thereby deemed guilty of any manner of trespass for such entry, abatement or removal; and the Trustee shall be entitled to recover from the owners, their heirs or assigns, the cost of such tearing down, removal, trimming or abatement.

Subdivision XI

For the purpose of creating a fund to be known as the maintenanco fund, all lots included in said tract shall be subject to an annual maintenance charge to be paid by the respective owners of the land included in said tract to the Trustee annually in advance on the first day of January of each year commencing with January 1, 1954, except that as to any part of the tract sold by the Trustee after January 1, 1954, the owner thereof shall pay for the first year the proportionate part of the maintenance fund adjusted to the date of the sale and shall thereafter on January 1st each year thereafter pay the entire annual amount.

The annual amount for the year 1954 shall be Fifteen Dollars ($15.00) per lot. Said annual charge may be adjusted from year to year by the Trustee in his sole and absolute judgment and discretion as the needs of the property may require, but in no event shall said annual charge be raised above Thirty Dollars ($30.00) per lot.

The maintenance fund may be expended for any of the following purposes:

45

(1) For lighting, improving and maintaining the streets and parks, if any, provided for the general use of owners and occupants of the lots shown on said Plat, including all grass and planted areas within the boundaries of such streets and parks;

(2) For the construction, operation and maintaining of any storm-water drains in said tract;

(3) For collecting and disposing of garbage, ashes and rubbish, etc.;

(4) For employing policemen and watchmen and for fire protection;

(5) For caring for vacant and unimproved land, if any, included in said tract on which said Maintenance Charge is being paid, for removing the grass and weeds therefrom and doing any other thing necessary or desirable, in the opinion of the Trustee, to keep the property neat and in good order, or which, in the opinion of the Trustee, may be for the general benefit of the owners or occupants of the land included therein.

(6) For the expenses incident to the examination and approval of plans as herein provided and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained;

(7) For the constructing, improvement, or maintenance of any roads, parks, playgrounds, bathing beaches or other community property that may be maintained for the general use of occupants of land in said tract.

(8) For any other or related purpose which in the Trustee's judgment will add to the convenience or attractiveness of the development or be for the best interests of the owners of the land in said development.

The Trustee shall exercise his discretion and judgment as to the amount of said fund to be expended in connection with any of the purposes for which such fund is applicable and his decision in reference thereto shall be binding upon all parties interested. The Trustee does not obligate himself hereby to provide any of the services mentioned hereinabove nor does he guarantee the sufficiency of the maintenance fund for any of said purposes. He does agree, however, to make all expenditures from said fund for one or more of the aforegoing purposes less a charge of (15%) Fifteen Per Cent of all amounts received for said fund, which he may retain for his services in administering said fund.

46

Subdivision XII

It is expressly agreed that the Maintenance Charges referred to in subdivision XI hereof shall be held to be liens or encumbrances on the land with respect to which said charges are made, and it is expressly stated that by the acceptance of title to any of the land included in said tract the owner (not including a mortgagee), from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Trustee all charges provided for in said Subdivision XI hereof, due and unpaid at the time of his acquiring title, in respect of the land acquired, and all such charges thereafter falling due, as long as he shall hold title of record, without the right in any event to reimbursement from the Trustee for charges that he may pay in advance. A certificate in writing, signed by the Trustee shall be given on demand to any owner liable for said charges, setting forth the status of such owner, and of the land in reference to which the inquiry is made, with respect to said charges, and such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Trustee.

By acceptance of title each owner shall be held to vest in the Trustee the right and power, in his own name, to take and prosecute all actions or suits, legal, equitable or otherwise, which may, in the opinion of the Trustee, be necessary or advisable for the collection of such charges.

Subdivision XIII

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Trustee, or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns, and failure by the Trustee or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

Subdivision XIV

The Trustee hereby reserves the right in his absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions,

47

covenants, agreements or provisions contained herein, as to any part of said tract then owned by him, and with the consent of the owner as to any other land included in said tract; and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the aforesaid plat, or to subdivide any of such lots with roads for ingress and egress.

Subdivision XV

Any or all of the rights, and powers, titles, easements and estates reserved or given to the Trustee herein may be assigned to any one or more persons, corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee, or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers, interests, easements and estates, and be subject to the same obligations and duties as are herein given to and assumed by the Trustee, the Trustee thereupon being completely released and discharged therefrom.

48

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	
	:	IN THE
-vs.-	:	CIRCUIT COURT
MAC CALLUM RIENHOFF,	:	FOR
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	ANNE ARUNDEL COUNTY
and	:	Equity No. 10,833
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

. . . .

DECREE

Upon the aforegoing Petition and Affidavit and the testimony heretofore taken herein, it is this 9th day of March, 1954, by the Circuit Court for Anne Arundel County in Equity ADJUDGED, ORDERED and DECREED that George W. Baker, Jr., Trustee, in this cause, be and he is hereby authorized and empowered to duly file among the Plat Records of Anne Arundel County the Plat attached to said Petition and marked "Trustee's Exhibit A" and to offer for sale the lots shown thereon subject to the covenants, agreements, restrictions, conditions, easements and charges set forth in "Trustee's Exhibit B", all such sales to be conditioned, however, upon the prior approval of and ratification by this Court as set forth in the Decree of this Court dated the 28th day of December, 1953.

Benjamin Michaelson
Judge

Filed 9 Mar., 1954

49

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE
	:	CIRCUIT COURT
-vs.-	:	FOR
MAC CALLUM RIENHOFF,	:	ANNE ARUNDEL COUNTY
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	Equity No. 10,833
and	:	
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

. . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 20, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell 6.25 acres more or less of said property to Gibson Island Club, Incorporated, a Maryland corporation, at private sale for the sum of Forty Thousand Dollars ($40,000.00) as per contract attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony in this case. (Said property consists of all of the 3 acre tract and 3.25 acres of the 4.5 acre tract referred to in the testimony) The essential terms of said sale as set forth in said contract being as follows: One Thousand Dollars ($1,000.00) in cash upon the execution of said contract, an additional Seven Thousand Dollars ($7,000.00) in cash within thirty (30) days after ratification of said sale and the balance payable in equal quarterly installments of One Thousand Sixty-nine Dollars Sixty-seven Cents ($1,069.67) over a period of 10 years from the date of ratification. The affidavit of MacCallum Rienhoff, Hugh Young Rienhoff, Kathryn Rienhoff, William Francis Rienhoff, III, Grace S. Rienhoff and Frances Y. Rienhoff, Mother and next friend of Francis Colston Rienhoff, Infant, the parties to this cause, as to the fairness

Filed 21 May, 1954

50

of said sale and their consent to the ratification thereof is attached hereto.

George W. Baker, Jr., Trustee

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 19th day of May, 1954, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Elaine McLendon
NOTARY PUBLIC
Elaine McLendon

51

CONTRACT OF SALE

THIS AGREEMENT made this 26 day of April, 1954, between GEORGE W. BAKER, JR., Trustee under decree of the Circuit Court for Anne Arundel County dated December 28, 1953, in Equity Proceedings No. 10,833 entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al." (hereinafter called "Vendor" or "Trustee"), of the first part, and GIBSON ISLAND CLUB, INCORPORATED, a body corporate duly incorporated under the laws of the State of Maryland (hereinafter called "Vendee" or "Club"), of the second part.

WITNESSETH, that the said Vendor does hereby bargain and sell unto the said Vendee, and the latter does hereby purchase from the former, the following described property, situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and more particularly described as follows:

> Beginning for the same at an iron pipe set on the west side of Mountain Road as now laid out (State Road, 40 feet wide); said pipe being located where the north 89 degree 17 minute west, 654.3 foot line of the Third Parcel described in the deed from Hugh H. Young, widower, to William Francis Rienhoff, 3rd, et al. dated August 17, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 315, folio 118, intersects the west side of said State Road; and running from thence with said line, as corrected to True North, south 82 degrees 48 minutes 10 seconds west, 57.42 feet to the waters of Red House Cove; thence with the shore of said Cove the following six courses and distances:- south 87 degrees 50 minutes west, 182 feet; south 80 degrees 30 minutes west, 393 feet; north 20 degrees west, 214 feet; north 16 degrees 30 minutes east, 137 feet; north 26 degrees 45 minutes west, 147 feet and north 05 degrees 55 minutes 30 seconds east, 107.51 feet; thence leaving the water of said Cove and running across the second parcel of the above mentioned conveyance, north 73 degrees 26 minutes east, 50 feet, more or less, to a pipe; thence continuing the same course, north 73 degrees 26 minutes east, 282.19 feet to a pipe on the west side of the aforesaid Mountain Road; thence along the west side of said Mountain Road and binding thereon the following seven courses and distances:- south 16 degrees 34 minutes east, 136.04 feet; south 18 degrees 45 minutes 50 seconds east, 103.12 feet; south 27 degrees 57 minutes 50 seconds east, 103.54 feet; south 38 degrees 59 minutes 50 seconds east, 103.80 feet; south 49 degrees 39 minutes 50 seconds east, 102.81 feet; south 55 degrees 01 minute 50 seconds east, 98.25 feet and south 39 degrees 41 minutes 50 seconds east, 82.47 feet to the place of beginning. Containing 6.25 acres, more or less, as shown on the plat of "Windmill Point" dated December 31, 1953, and filed as "Trustee's Exhibit A" in the aforementioned proceedings.
>
> BEING all of the Third Parcel of land and part of the Second Parcel of land which by deed dated August 17, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 315, folio 118 was granted and conveyed by Hugh H. Young, widower, to William F. Rienhoff, III, et al.

Exhibit

Filed 21 May, 1954

52

At and for the purchase price of Forty Thousand Dollars ($40,000.00), of which One Thousand Dollars ($1,000.00) has been paid at or prior to the signing hereof, the balance of said purchase price to be paid as follows:

Within thirty (30) days after ratification of the sale by the Circuit Court for Anne Arundel County, an additional Seven Thousand ($7,000.00) Dollars plus interest thereon at the rate of six (6%) per cent per annum from the date of such ratification to the date of payment and taxes and other public charges for the current year adjusted as of the date of such ratification; and the balance thereof (together with interest at the rate of six (6%) per cent per annum on the unpaid balance) payable in equal quarterly installments of One Thousand Sixty-nine Dollars and Sixty-seven Cents ($1,069.67), the first installment being due three (3) months after the date of ratification of said sale, and succeeding installments being due every three (3) months thereafter until the entire balance of principal and interest are paid, provided that the final payment of principal and interest, if not sooner paid, shall be due and payable ten (10) years from the date of ratification hereof. Payments, when made, shall be applied first to payment of interest on the unpaid balance of the purchase price then remaining unpaid, and the balance of such payment to be credited to the principal of such unpaid balance. The Vendee shall have the privilege of prepaying without penalty on any quarterly payment date, the amount due hereunder in whole, or in an amount equal to one or more quarterly payments on the principal that are successively next due.

Further, the Vendee covenants and agrees to pay all taxes or other public charges imposed on or assessed against the above described property after the date of ratification of the sale and, upon request, to furnish the Vendor, his successors or assigns, with evidence of payment of all such taxes or other public charges. Should the Vendee fail to pay any of said taxes or other public charges imposed or assessed against the said property within sixty days after they become due and payable, the Vendor, his successors or assigns, shall have the right to pay the same and to add the cost thereof to the unpaid balance of the purchase price hereunder to be repaid by the Vendee with interest.

If there is a default in any of the terms, conditions or covenants of this contract of sale hereinabove set forth, then the whole of the purchase price

remaining unpaid together with accrued interest thereon shall, at the option of the Vendor, be deemed due and payable forthwith. Upon any such default, the Vendor, in addition to the legal or equitable remedies otherwise available to him, may, at his sole option and upon giving sixty days notice in writing to the Vendee, terminate this contract in which event said contract shall become null and void and all amounts paid him to the time of such default shall be and become the property of and shall be retained by the Vendor as liquidated damages for the breach of this contract. Failure on the part of the Vendor to terminate this agreement for any default shall not constitute a waiver of any of the legal or equitable rights inuring to him as a result of such default or of the right to later terminate this contract for the same default or for one occurring subsequent thereto.

And on payment of the entire purchase price together with interest thereon, a deed for the above described property shall be executed by the Vendor, at the Vendee's expense, conveying good and merchantable fee simple title thereto to the Vendee, free of all liens and encumbrances other than public utility easements and agreements of record, but subject to the following covenants, agreements, restrictions, conditions, easements and charges:

1. The property hereinabove mentioned shall be used for the private purposes of a Club only, except as hereinafter provided. No commercial trade or business shall at any time be conducted thereon. No apartment house, tenement house, hotel or rooming house shall be erected or maintained thereon, and except as hereinafter provided in paragraph eight (8) hereof, no building of any kind whatsoever shall be erected or maintained thereon except a private clubhouse or other building for Club purposes, or a school, church or library.

2. No trailer, tent, shack, barn or building of temporary type construction shall at any time be permitted to be erected or maintained thereon.

3. No noxious or offensive act, matter or thing shall be done or permitted upon the property nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the owners of other land shown on the aforesaid plat of "Windmill Point" dated December 31, 1953, and filed as "Trustee's Exhibit A" in the aforementioned proceeding, and also among the Plat Records of Anne Arundel County. No commercial breeding or raising of any type of domestic or wild fish, birds or animals shall be permitted on said land.

4. No building shall be erected thereon closer than forty feet to the west side of said Mountain Road, nor closer than 15 feet to the boundary line of the lot (#20, shown on said plat of Windmill Point) adjoining the above described property to the northwest.

5. Easements and rights-of-way are hereby expressly reserved by the Trustee in and over a strip of land 5 feet wide adjoining each boundary line (being the northernmost and easternmost boundary lines) of said property, other than the waterfront boundary line thereof, for the following purposes:

54

(a) The erection, construction and maintenance of poles, wires and conduits (and the necessary or proper attachments in connection therewith) for the transmission of electricity, and for telephone and other related purposes;

(b) The construction and maintenance of storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed on or in any method beneath the surface of the ground.

The Trustee shall have the right to enter upon said reserved strip of land for any of the purposes for which said easements and right-of-way are reserved.

6. If any building, fence or other structure of any kind be erected or maintained on the above described property in violation of any of the covenants herein set forth, or if any water be permitted to stand thereon in which mosquito larvae may breed, or if any trees or shrubbery be permitted to grow on said property in such a manner as to obstruct the light, air or view of adjoining neighbors or the free movement of breezes or to furnish harboring places for flies or other insects, or if there be any other violation of these restrictions on any part of said property, the Vendee, upon written notification by the Trustee to correct said condition, shall forthwith comply therewith, and should the Vendee fail to comply with said notice within 10 days from the receipt thereof, the Trustee, his agents, employees, successors or assigns, shall at all times have the right to enter upon the said property and tear down or remove any such building or structure, or remove any such standing water, or trim any such trees or shrubbery or otherwise correct such violation of these covenants and restrictions; and the Trustee, his agents, employees, successors or assigns, shall not be liable to any action or suit of any kind by the Vendee, its successors or assigns, for such entry, tearing down, removal or trimming, nor shall the Trustee, his agents, employees, successors or assigns, be thereby deemed guilty of any manner of trespass for such entry, abatement or removal; and the Trustee shall be entitled to recover from the Vendee, its successors or assigns, the cost of such tearing down, removal, trimming or abatement.

7. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Trustee, or the owner of any land shown on the aforesaid Plat of Windmill Point, their respective personal representatives, heirs, successors and assigns; and failure by the Trustee or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the other provisions herein.

8. In the event that the Vendee, its successors or assigns, shall desire to sell said property in whole or in part, for residential use, the Vendee, its successors or assigns, shall cause any such property to be conveyed subject to all of the covenants, agreements, restrictions, conditions, easements and charges applicable to the other lots shown on the plat of Windmill Point, a copy of which covenants, etc. is filed in the above-mentioned proceedings as "Trustee's Exhibit B" (the maintenance charge provided for in subdivision XI thereof to be adjusted for the first year from the date of such subdivision or sale), and upon such conveyance the provisions of the aforegoing paragraphs 1 to 3 inclusive, and 5 to 7 inclusive, hereof, shall be automatically cancelled except insofar as they are embodied in the provisions of said "Trustee's Exhibit B"; provided, however, that no lot sold therefrom for residential purposes or otherwise shall contain less than six-tenths (0.6) of an acre of land nor shall any dwelling at any time be erected or maintained on any plot containing less than six-tenths (0.6) of an acre.

The Vendee anticipates that it may wish to erect at an early date a building on the southeasternmost part of the above described property, and it is expressly agreed that the Vendee shall have the privilege, at any time, upon the pre-payment on account of the aforementioned purchase price, of the sum of Five Thousand Dollars ($5,000.00) (in addition to the regular

quarterly payments required hereunder), of obtaining at its expense from the Vendor a fee simple deed to the said southeasternmost part of said property which said southeasternmost part is more particularly described as follows:

> Beginning for the same at an iron pipe set on the west side of Mountain Road as now laid out (State Road, 40 feet wide); said pipe being located where the north 89 degree 17 minute west, 654.3 foot line of the Third Parcel described in the deed from Hugh H. Young, widower, to William Francis Rienhoff 3rd, et al. dated August 17, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 315, folio 118, intersects the west side of said State Road; and running from thence with said line, as corrected to True North, south 82 degrees 48 minutes 10 seconds west, 57.42 feet to the waters of Red House Cove; thence with the shore of said Cove south 87 degrees 50 minutes west 182 feet and south 80 degrees 30 minutes west 111 feet; then leaving the waters of said Cove north 22 degrees 30 minutes east 283 feet, more or less, to the southwest side of said Mountain Road; thence binding along the southwest side of said Mountain Road south 38 degrees 59 minutes 50 seconds east, 46.47 feet; south 49 degrees 39 minutes 50 seconds east, 102.81 feet; south 55 degrees 01 minute 50 seconds east, 98.25 feet and south 39 degrees 41 minutes 50 seconds east, 82.47 feet to the place of beginning.
>
> BEING part of the third parcel of land which by deed dated August 17, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 315, folio 118 was granted and conveyed by Hugh H. Young, widower, to William F. Rienhoff, III et al.

It is expressly understood and agreed that the Vendee shall have thirty days after ratification hereof in which to have the title to the entire property, as described on page one hereof, examined for the purpose of ascertaining whether the Vendor has good and merchantable fee simple title thereto and that in the event that the Vendor does not have good and merchantable fee simple title to said property, or in the event this contract of sale shall not be ratified by the Circuit Court for Anne Arundel County within 90 days from the date hereof, this Agreement shall be considered null and void and the Vendor shall immediately repay to the Vendee any and all monies paid by the Vendee to the Vendor hereunder.

The covenants herein contained shall bind and the benefits and advantages shall inure to the respective heirs, successors, personal representatives or assigns of the parties hereto.

56

IN TESTIMONY WHEREOF, witness the signature and seal of the Vendor and the corporate signature and seal of the Vendee as of the day first hereinabove written.

TEST:

Elaine McLendon

George W. Baker, Jr., Trustee (SEAL)

R. J. Dennison, Jr.
Secretary

GIBSON ISLAND CLUB, INCORPORATED

BY John J. Beatty, Jr.
President

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 28TH day of April, 1954, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., Trustee, as aforesaid, and he acknowledged the aforegoing contract of sale to be his act as such Trustee.

Elaine McLendon
Notary Public

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 26 day of April, 1954, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared John J. Beatty, Jr. President of the Gibson Island Club, Incorporated, a Maryland corporation, and he acknowledged the aforegoing contract of sale to be the duly authorized act of said body corporate.

Shirley D. Bowden
Notary Public

5'7

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend, Complainant	:	
	:	IN THE
-vs.-	:	CIRCUIT COURT
	:	FOR
MAC CALLUM RIENHOFF,	:	ANNE ARUNDEL COUNTY
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	
	:	Equity No. 10,833
and	:	
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

. . . . . .

AFFIDAVITS AND CONSENTS

The undersigned MacCallum Rienhoff, Hugh Young Rienhoff, Kathryn Rienhoff, his wife, William Francis Rienhoff, III, and Grace S. Rienhoff, his wife, Defendants in the above-entitled case, and Frances Y. Rienhoff, mother and next friend of Francis Colston Rienhoff, Infant, Complainants in the above-entitled case, being familiar with the property mentioned in the foregoing Report of Sale and the value thereof, do hereby certify that the price for which the same was sold was a fair and adequate one and do hereby consent to the ratification of said sale for the price and on the terms set forth in the contract of sale between George W. Baker, Jr., Trustee, and Gibson Island Club, Incorporated, dated April 26, 1954, and filed with said Trustee's Report of Sale herein.

MacCallum Rienhoff
MacCallum Rienhoff

Hugh Young Rienhoff
Hugh Young Rienhoff

Kathryn Rienhoff
Kathryn Rienhoff

William F. Rienhoff III
William Francis Rienhoff, III

Grace S. Rienhoff
Grace S. Rienhoff

Frances Y. Rienhoff
Frances Y. Rienhoff, Mother and next friend of Francis Colston Rienhoff, Infant

Exhibit
Filed 21 May, 1954

58

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 14th day of May 1954, before me the subscriber, a notary public in and for the City and State aforesaid, personally appeared MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF, KATHRYN RIENHOFF, WILLIAM FRANCIS RIENHOFF, III, GRACE S. RIENHOFF and FRANCES Y. RIENHOFF, Mother and next friend of Francis Colston Rienhoff, Infant, who severally made oath in due form of law that the matters and facts contained in the aforegoing are true to the best of their knowledge and belief.

Elaine McLendon
NOTARY PUBLIC

59

LIBER 89 PAGE 62

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend,
Complainant

versus

MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN C. RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 21 day of May, 1954, That the sale of the 6.25 acre parcel of land mentioned in these proceedings, at private sale made to Gibson Island Club, Incorporated and reported by George W. Baker, Jr., Trustee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28 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 28 day of June next.

The report states that the amount of sales to be $ Forty Thousand Dollars ($40,000.00)

John T. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 21 May, 1954.

(Final Order)

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend,
Complainant

versus

MAC CALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN C. RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife,
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of July, 1954 that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

60

Filed 15 July, 1954.

LIBER 89 PAGE 63

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by FRANCES V. RIENHOFF, his mother and next friend, Complainant

Vs.

MacCALLUM RIENHOFF, HUGH YOUNG RIENHOFF, and KATHRYN C. RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF his wife, Defendants.

Ordered, this 21st day of May, 1954, That the sale of the 0.25 acre parcel of land mentioned in these proceedings, at private sale made to Gibson Island Club, Incorporated and reported by George W. Baker, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of June next.

The report states that the amount of sales to be Forty Thousand Dollars ($40,000.00).

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN E. HOPKINS, 3rd., Clerk.

ju-17

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 Sale Eq. 10,833 Francis Colston Rienhoff.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of June, 1954. The first insertion being made the 27th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

No. M. G. 902

61

Filed 14 July, 1954

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE
-vs.-	:	CIRCUIT COURT
MAC CALLUM RIENHOFF,	:	FOR
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	ANNE ARUNDEL COUNTY
and	:	Equity No. 10,833
WILLIAM FRANCIS RIENHOFF, III and grace s. rienhoff, his wife Defendants	:	

. . .

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 20, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree which was duly approved, he did sell lots Nos. four and nineteen as shown on the Plat of "Windmill Point" (heretofore filed herein and approved on March 9, 1954) to Herman Badenhoop, Jr. and Rose Badenhoop, his wife, at private sale for the sum of Nine Thousand Seven Hundred Fifty ($9,750.00) as per contract attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony in this case. The terms of said sale as set forth in said contract are One Thousand Dollars ($1,000.00) in cash upon the execution of said contract and an additional Three Thousand Dollars ($3,000.00) in cash within 30 days after ratification of the sale and the balance of Three Thousand Two Hundred Fifty Dollars ($3,250.00) in cash one year after such ratification, the unpaid portion to bear interest from the date of the ratification, and that the purchasers shall pay an additional Eight Hundred Dollars ($800.00) if they have failed to complete an approved residence on either of said lots prior to February 1, 1956.

Said Report of Sale also respectfully shows that said contract of sale filed herewith requires several minor amendments to Subdivision I of the proposed restrictions on Windmill Point heretofore filed herein and approved on March 9, 1954, which amendments your Petitioner believes are for the best interests and advantages

2 Filed 13 Aug., 1954.

of all parties having an interest herein. A copy of said restrictions including the amended Subdivision I is attached marked "Trustee's Exhibit C".

George W. Baker, Jr., Trustee
George W. Baker, Jr., Trustee

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 12th day of August, 1954, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Elaine McLendon
Notary Public

63

THIS AGREEMENT made this 12 day of August, 1954, between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833" (hereinafter called "Vendor"), of the first part, and HERMAN BADENHOOP, JR. and ROSE BADENHOOP his wife, of 827 Brinkwood Road, Baltimore, Maryland, (hereinafter called "Vendees") of the second part.

WITNESSETH, that the said Vendor does hereby bargain and sell unto the said Vendees and the latter do hereby purchase from the former, all those two lots or parcels of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lots Nos. 4 and 19 on a plat entitled "Windmill Point" which said plat is dated December 31, 1953, and was filed as "Trustee's Exhibit A" in the above-entitled proceedings, at and for the price of Nine Thousand Seven Hundred Fifty Dollars ($9,750.00) of which One Thousand Dollars ($1,000.00) has been paid prior to the signing hereof and the balance of said purchase price is to be paid as follows: Within thirty days after ratification of the sale by the Circuit Court for Anne Arundel County a payment of Three Thousand Dollars ($3,000.00) plus interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment and taxes and other public charges for the current year adjusted as of the date of such ratification; within 6 months after such ratification of the sale, a further payment of Two Thousand Five Hundred Dollars ($2,500.00) with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment and within one year after such ratification, the payment of the balance of said purchase price of Three Thousand Two Hundred Fifty Dollars ($3,250.00) with interest at the rate of six per cent per annum from the date of such ratification to the date of such payment. The Vendees, however, shall have the privilege of prepaying without penalty the entire balance of said purchase price with accrued interest at any time after such ratification of the sale.

This sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings. In the event that this contract is not ratified by said Court, it shall be null and void and the deposit of One Thousand Dollars ($1,000.00) shall be returned to the Vendees.

64

Filed 13 Aug., 1954

The Vendees covenant and agree to pay all taxes and other public charges imposed on or assessed against the above-described property after the date of the ratification of the sale and to furnish the Vendor, his successors or assigns, with evidence of payment of all taxes or other public charges until such time as the entire purchase price and interest have been paid in full. Should the Vendees fail to pay any of said taxes or other public charges imposed or assessed against the said property within sixty days after they become due and payable, the Vendor, his successors or assigns, shall have the right to pay the same and to add the cost thereof to the unpaid balance of the purchase price hereunder to be repaid by the Vendee with interest.

Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest, a deed for the property shall be executed by the Vendor at the Vendees' expense conveying good and merchantable title to the Vendees, but without any warranties of the Vendor, subject, however, to the public utility agreements and easements of record, and to the covenants, agreements, restrictions, conditions, easements and charges attached hereto, (Said attached covenants, agreements, restrictions, conditions, easements and charges being identical with those heretofore filed as Trustee's Exhibit B in the above-entitled proceeding with the exception of Subdivision I which has been amended) which shall be contained verbatim in the deed to the Vendee.

It is expressly understood and agreed that the Vendee shall have thirty days after ratification hereof in which to have the title to the entire property, as described on page one hereof, examined for the purpose of ascertaining whether the Vendor has good and merchantable fee simple title thereto and that in the event that the Vendor does not have good and merchantable fee simple title to said property, or in the event this contract of sale shall not be ratified by the Circuit Court for Anne Arundel County within 90 days from the date hereof, this Agreement shall be considered null and void and the Vendor shall immediately repay to the Vendee any and all monies paid by the Vendee to the Vendor hereunder.

If there is a default in any of the terms, conditions or covenants of this contract of sale hereinabove set forth, then the whole of the purchase price remaining unpaid together with accrued interest thereon shall, at the option of the Vendor, be deemed due and payable forthwith. Upon any such default, the Vendor, in addition

65

to the legal or equitable remedies otherwise available to him, may, at his sole option and upon giving sixty days notice in writing to the Vendee, terminate this contract in which event said contract shall become null and void and all amounts paid him to the time of such default shall be and become the property of and shall be retained by the Vendor as liquidated damages for the breach of this contract. Failure on the part of the Vendor to terminate this agreement for any default shall not constitute a waiver of any of the legal or equitable rights inuring to him as a result of such default or of the right to later terminate this contract for the same default or for one occurring subsequent thereto.

It is distinctly understood and agreed between the parties hereto that the selling price of the lots herein was reduced on the understanding that the Vendees will construct and complete an approved residence on either of said lots prior to February 1, 1956, and in the event that they shall fail to do so, they agree to pay the Trustee as liquidated damages therefor the sum of Eight Hundred Dollars ($800.00) in addition to the purchase price heretofore mentioned.

Time is of the essence of this contract.

WITNESS our hands and seals.

Witness:

Elaine McLendon

George W. Baker, Jr., Trustee (SEAL)
George W. Baker, Jr., Trustee

Elaine McLendon

Herman Badenhoop, Jr. (SEAL)
Herman Badenhoop, Jr.

Beverly B. Hall
Beverly B. Hall

Rose Badenhoop (SEAL)
Rose Badenhoop

56

TRUSTEE'S EXHIBIT " C"

WINDMILL POINT RESTRICTIONS

Subdivision I

Except as hereinafter provided, the land included in said tract shall be used for private residence purposes only and no trade or business or similar activity of any kind (regardless of whether or not for profit) shall be conducted thereon. No apartment house, tenement house, hotel or rooming house shall be erected or maintained thereon and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses, and private garages, private boat houses and private bath houses. Not more than one dwelling shall be erected on any lot shown on said plat of "Windmill Point." Each dwelling shall be designed for and occupied by a single family only. Garage, boat houses and bath houses shall be for the sole use of the respective owners or occupants of the plots upon which they are erected and shall not be more than one story in height.

No trailer, tent, shack, barn or other outbuilding and no signs of any type shall be erected or maintained on any land included in said tract except with the prior written consent of the Trustee and subject to such conditions and restrictions as the Trustee, in his discretion, may from time to time impose. No building other than the approved private dwelling house shall be used at any time as a residence temporarily or permanently nor shall any residence of a temporary character be permitted.

Buildings to be used for schools, churches, libraries, clubs, professional offices and studios or for recreational, religious or philanthropic purposes may be erected or maintained in locations which the Trustee, in his discretion, may approve; provided, however, that no such building shall be erected, maintained, occupied or used for any of the said purposes unless in each case there shall have been duly filed in the proper office of record a deed or other instrument of writing executed by the Trustee approving, specifying and limiting the uses to which such building may be put or the activities which may be conducted therein.

Parks, playgrounds and bathing beaches may be laid out and maintained in locations approved in writing by the Trustee.

Subdivision II

No residence, garage, bathhouse, fence, wall, drainage or sewerage system or building or other structure of any type shall be commenced, erected or maintained on said tract nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, approximate cost and

67 Filed 13 Aug., 1954. Trustee's Exhibit C.

location of such structure and the grading plan of the plot to be built upon shall have been submitted in duplicate to and approved in writing by the Trustee and a copy thereof, as finally approved, lodged permanently with the Trustee. The Trustee shall have the right to refuse to approve any such plans or grading plan, which, in his opinion, are not suitable or desirable for esthetic or other reasons, and in so passing upon such plans, specifications and grading plan, he shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned and located, on the outlook from the adjacent or neighboring property.

Subdivision III

In order to preserve or improve the views of land and water, hills and valley, obtainable on and from the various lots shown on said Plat and to promote the free movement of breezes and prevent harboring places for flies and other insects, the Trustee reserves the right to trim any trees or shrubbery now or hereafter standing in said tract or remove any standing water which may, in his opinion, destroy or interfere with such views or the free movement of breezes, or furnish harboring places for flies or other insects.

Subdivision IV

No noxious or offensive act, matter or thing shall be done or permitted upon any lot nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the neighborhood. No commercial breeding or raising of any type of domestic or wild fish, bird or animal shall be permitted on any lot included in said tract, but this covenant shall not prevent the occupant of the premises from keeping domestic pets so long as in the sole opinion of the Trustee they do not constitute an annoyance or nuisance to the neighborhood.

Subdivision V

Except as hereinafter provided, no building or part thereof other than private boathouse, shall be erected or maintained on any part of said tract

closer than 40 feet to Mountain Road nor closer than 30 feet to any other road which may be laid out in said tract, nor closer to the water than the water-front set-back line shown on said plat (referred to thereon as "shore line building line setback"), except on lots or plots the deeds to which from the Trustee shall specify a greater or less distance.

Steps, uncovered porches and terrades, no part of which is more than 3 feet above the level of the first floor of the building, may encroach on such restricted areas by projecting thereon not more than 10 feet.

Single story bay, bow and oriel windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than 5 feet, but the total horizontal plane area of such encroachments on any side of such building shall not exceed 30 square feet.

Subdivision VI

Free and open spaces not less than 15 feet in width shall be left along each side line of every lot, which free and open spaces shall extend the full depth of the lot and shall be in addition to and independent of the free spaces pertaining to or required for any adjoining lot or other lot. For the purposes aforesaid, any boundary line which does not bind on the water or on a road or street shall be considered a side line. No part of any dwelling except as hereinafter provided shall encroach on these free and open spaces or any part thereof.

Steps, uncovered porches and terraces, no part of which is more than 3 feet above the level of the first floor of the dwelling may be built and maintained on the inner 10 feet of such free spaces.

Subdivision VII

No trees shall be cut and no excavations shall be made on the premises except for building purposes and at the time when building operations are commenced, and no earth or sand shall be removed from the premises except as a part of such excavations.

Subdivision VIII

No privy of any kind shall be allowed on said property but each

house shall have inside toilets with adequate water supply and septic tank installation for disposal of sewage approved by the Maryland State Board of Health.

Subdivision IX

Easements and rights-of-way are hereby expressly reserved by the Trustee in and over a strip of land 5 feet wide adjoining each boundary line of each lot other than the water-front boundary line for the following purposes:

(1) For the erection, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith, for the transmission of electricity and for telephone and other related purposes;

(2) For the construction and maintenance of storm-water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed on or in any method beneath the surface of the ground.

(3) The Trustee shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved.

Subdivision X

If any building, fence or other structure of any kind be erected or maintained on any lot included in said tract in violation of any of the covenants herein set forth, or if any water be permitted to stand in which mosquito larvae may breed, or if any trees or shrubbery be permitted to grow on any lot in such a manner as to obstruct the light, air or view of adjoining neighbors or the free movement of breezes or to furnish harboring places for flies or other insects, or if there be any other violation of these restrictions on any lot, the owner thereof, upon written notification by the Trustee to correct said condition, shall forthwith comply therewith and should the owner thereof fail to comply with said notice within 10 days from the date thereof, the Trustee, his agents and employees shall at all times have the right to enter upon the said land and tear down or remove any building or structure, or remove any standing water, or trim any such trees or shrubbery or otherwise correct such violation of these covenants and restrictions; and the Trustee, his agents

MA

or employees shall not be liable to any action or suit of any kind by the owner, his, her or their heirs or assigns, for such entry, tearing down, removal or trimming, nor shall the Trustee, his agents or employees, be thereby deemed guilty of any manner of trespass for such entry, abatement or removal; and the Trustee shall be entitled to recover from the owners, their heirs or assigns, the cost of such tearing down, removal, trimming or abatement.

Subdivision XI

For the purpose of creating a fund to be known as the maintenance fund, all lots included in said tract shall be subject to an annual maintenance charge to be paid by the respective owners of the land included in said tract to the Trustee annually in advance on the first day of January of each year commencing with January 1, 1954, except that as to any part of the tract sold by the Trustee after January 1, 1954, the owner thereof shall pay for the first year the proportionate part of the maintenance fund adjusted to the date of the sale and shall thereafter on January 1st each year thereafter pay the entire annual amount.

The annual amount for the year 1954 shall be Fifteen Dollars ($15.00) per lot. Said annual charge may be adjusted from year to year by the Trustee in his sole and absolute judgement and discretion as the needs of the property may require, but in no event shall said annual charge be raised above Thirty Dollars ($30.00) per lot.

The maintenance fund may be expended for any of the following purposes:

(1) For lighting, improving and maintaining the streets and parks, if any, provided for the general use of owners and occupants of the lots shown on said Plat, including all grass and planted areas within the boundaries of such streets and parks;

(2) For the construction, operation and maintaining of any storm-water drains in said tract;

(3) For collecting and disposing of garbage, ashes and rubbish, etc.;

(4) For employing policemen and watchmen and for fire protection;

(5) For caring for vacant and unimproved land, if any, included in said tract on which said Maintenance Charge is being paid, for removing the grass and weeds therefrom and doing any other thing necessary or desirable, in the opinion of the Trustee, to keep the property neat and in good order, or which, in the opinion of the Trustee, may be for the general benefit of the owners or occupants of the land included therein.

MI

(6) For the expenses incident to the examination and approval of plans as herein provided and to the enforcement of the restrictions, conditions, covenants, easements, charges and agreements herein contained;

(7) For the constructing, improvement, or maintenance of any roads, parks, playgrounds, bathing beaches or other community property that may be maintained for the general use of occupants of land in said tract.

(8) For any other or related purpose which in the Trustee's judgment will add to the convenience or attactiveness of the development or be for the best interests of the owners of the land in said development.

The Trustee shall exercise his discretion and judgment as to the amount of said fund to be expended in connection with any of the purposes for which such fund is applicable and his decision in reference thereto shall be binding upon all parties interested. The Trustee does not obligate himself hereby to provide any of the services mentioned hereinabove nor does he guarantee the sufficiency of the maintenance fund for any of said purposes. He does agree, however, to make all expenditures from said fund for one or more of the aforegoing purposes less a charge of (15%) Fifteen Per Cent of all amounts received for said fund, which he may retain for his services in administering said fund.

Subdivision XII

It is expressly agreed that the Maintenance Charges referred to in subdivision XI hereof shall be held to be liens or encumbrances on the land with respect to which said charges are made, and it is expressly stated that by the acceptance of title to any of the land included in said tract the owner (not including a mortgagee), from the time of acquiring title thereto, shall be held to have convenanted and agreed to pay to the Trustee all charges provided for in said Subdivision XI hereof, due and unpaid at the time of his acquiring title, in respect of the land acquired, and all such charges thereafter falling due, as long as he shall hold title of record, without the right in any event to reimbursement from the Trustee for charges that he may pay in advance. A certificate in writing, signed by the Trustee shall be given on demand to any owner liable for said charges, setting forth the status of such owner, and of the land in reference to which the inquiry is made, with respect to said charges, and such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Trustee.

Y n

By acceptance of title each owner shall be held to vest in the Trustee the right and power, in his own name, to take and prosecute all actions or suits, legal, equitable or otherwise, which may, in the opinion of the Trustee, be necessary or advisable for the collection of such charges.

Subdivision XIII

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Trustee, or the owner of any land included in said tract, their respective personal representatives, heirs, successors, and assigns, and failure by the Trustee or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto; and the declared invalidity of any one or more of the provisions herein shall not affect the validity of the others.

Subdivision XIV

The Trustee hereby reserves the right in his absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by him, and with the consent of the owner as to any other land included in said tract; and shall have the further right before a sale to change the size of, locate or relocate any of the lots shown on the aforesaid plat, or to subdivide any of such lots with roads for ingress and egress.

Subdivision XV

Any or all of the rights, and powers, titles, easements and estates reserved or given to the Trustee herein may be assigned to any one or more persons, corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee, or transferee shall join for the purpose of evidencing its acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same

rights and powers, interests, easements and estates, and be subject to the same obligations and duties as are herein given to and assumed by the Trustee, the Trustee thereupon being completely released and discharged therefrom.

LIBER 89 PAGE 77

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife and
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 13 day of August, 19 54, That the sale of ~~the~~ Lots Four and Nineteen as shown on the Plat of "Windmill Point" heretofore filed herein at ~~made and reported by~~ private sale made to Herman Badenhoop, Jr. and Rose Badenhoop, his wife, ~~Trustees~~ and reported by George W. Baker, Jr., Trustee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 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 20 day of September next.

The report states that the amount of sales to be $ Nine Thousand Seven Hundred Fifty ($9,750.00) Dollars.

John H. Hopkins, 3rd Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 13 Aug., 1954

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and
KATHRYN RIENHOFF, his wife and
WILLIAM FRANCIS RIENHOFF, III and
GRACE S. RIEHHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of October, 1954, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 19 Oct., 1954.

LIBER 89 PAGE 78 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. 10,833 Equity

FRANCIS COLSTON RIENHOFF, Infant by FRANCES Y. RIENHOFF, his mother and next friend

Vs.

MacCALLUM RIENHOFF, HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants.

Ordered, this 13th doy of August, 1954, That the sale of Lots Four and Nineteen as shown on the Plat of "Windmill Point" heretofore filed herein at private sale made to Hermnn Bodenhoop, Jr., and Rose Badenhoop, his wife, and reported by George W. Baker, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the controry thereof be shown on or before the 20th day of September next; Provided, a copy of this Order be inserted in some newspoper published in Anne Arundel County, once in each of three successive weeks before the 20th day of September next.

The report states that the amount of sales to be Nine Thousand Seven Hundred Fifty ($9,750.00) Dollars.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

s-9

No. M. G. 1762

76

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 10, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10833

Francis Colston Rienhoff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 20th day of September, 1954. The first insertion being made the 19th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 18 Oct., 1954

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend Complainant	:	IN THE
	:	CIRCUIT COURT
-vs.-	:	
MAC CALLUM RIENHOFF,	:	FOR
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife	:	ANNE ARUNDEL COUNTY
and	:	Equity No. 10,833
WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife Defendants	:	

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of George W. Baker, Jr., Trustee, appointed by decree of this Honorable Court dated December 20, 1953, in the above-entitled cause to make sale of the real estate mentioned in these proceedings respectfully shows that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, he did sell Lot No. Twenty (20) as shown on the plat of "Windmill Point" (heretofore filed herein and approved on March 9, 1954) to Lester N. Schaefer and Helen W. Schaefer, his wife, of Anne Arundel County, Maryland, at private sale for the sum of Five Thousand One Hundred ($5,100.00) Dollars as per contract attached hereto as a part hereof and subject to the Court's approval thereof, the same being the highest amount he could obtain for said property and being in excess of the appraised value thereof as shown by the testimony in this case. The terms of said sale as set forth in said contract are Three Hundred ($300.00) Dollars in cash upon the execution of said contract and the balance in cash within 30 days after ratification of the sale, the unpaid portion to bear interest from the date of ratification; and that the purchasers shall pay an additional Three Hundred Dollars ($300.00) if they have failed to complete an approved residence on said lot prior to June 1, 1956.

George W. Baker, Jr., Trustee
George W. Baker, Jr., Trustee

77

Filed 18 Nov., 1954.

STATE OF MARYLAND:

CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 12th day of November, 1954, before me, the subscriber, a notary public in and for the City and State aforesaid, personally appeared GEORGE W. BAKER, JR., TRUSTEE, who made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the sale therein reported was fairly made.

Elaine McLendon
Notary Public

ELAINE McLENDON NOTARY PUBLIC BALTIMORE, MD.

78

THIS AGREEMENT made this 12 day of November, 1954, between GEORGE W. BAKER, JR., TRUSTEE, under decree of the Circuit Court for Anne Arundel County dated December 21, 1953, in proceedings entitled "Francis Colston Rienhoff, et al. v. MacCallum Rienhoff et al., Equity No. 10,833" (hereinafter called "Vendor"), of the first part, and LESTER N. SCHAEFER and HELEN W. SCHAEFER, his wife, of 207 Greenwood Road, Linthicum Heights, Maryland (hereinafter called "Vendees"), of the second part.

WITNESSETH, that the said Vendor does hereby bargain and sell unto the said Vendees and the latter do hereby purchase from the former, all that lot or parcel of land situate, lying and being in the Third Election District of Anne Arundel County, Maryland, and shown and designated as Lot No. 20 on a plat entitled "Windmill Point" which said plat is dated December 31, 1953, and was filed as "Trustee's Exhibit A" in the above-entitled proceedings, at and for the price of Five Thousand One Hundred Dollars ($5,100.00) of which Three Hundred Dollars ($300.00) has been paid prior to the signing hereof. The Vendees covenant and agree to pay the balance of said purchase price within thirty days after ratification of this sale by the Circuit Court for Anne Arundel County with interest thereon at the rate of six per cent per annum from the date of such ratification to the date of payment. Taxes and other public charges shall be adjusted as of the date of such ratification.

This sale is contingent upon its approval and ratification by the Circuit Court for Anne Arundel County in the above-entitled proceedings, and in the event that this contract is not ratified by said Court within ninety (90) days from the date hereof, it shall be null and void and the Vendor shall return to the Vendees any monies paid by them hereunder.

Upon ratification of the sale by the Circuit Court for Anne Arundel County aforesaid and upon payment of the entire purchase price with any unpaid interest, a deed for the property shall be executed by the Vendor at the Vendees' expense conveying good and merchantable title to the Vendees, but without any warranties of the Vendor, subject, however, to the public utility agreements and easements of record, and to the covenants, agreements, restrictions, conditions, easements and charges heretofore filed as Trustee's Exhibit C and approved in the above-entitled proceedings, a copy of which has been delivered to the Vendees.

79

Filed 18 Nov., 1954

It is distinctly understood and agreed between the parties hereto that the selling price of the lot herein was reduced on the understanding that the Vendees will construct and complete an approved residence thereon prior to June 1, 1956, and the Vendees covenant and agree that in the event that they shall fail to do so, they will pay the Trustee as liquidated damages therefor the sum of Three Hundred Dollars ($300.00).

Time is of the essence of this contract.

WITNESS our hands and seals.

WITNESS:

Elaine McLendon

Elaine McLendon

Elaine McLendon

George W. Baker, Jr., Trustee (SEAL)
George W. Baker, Jr., Trustee

Lester N. Schaefer (SEAL)
Lester N. Schaefer

Helen W. Schaefer (SEAL)
Helen W. Schaefer

80

LIBER 89 PAGE 83

ORDER NISI

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,833 Equity

Ordered, this 18 day of November, 19 54, That the sale of the Lot Twenty as shown on the Plat of "Windmill Point" heretofore filed herein at private sale made to Lester N. Schaefer and Helen W. Schaefer, his wife, and reported by George W. Baker, Jr., Trustee,

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

The report states that the amount of sales to be $ Five Thousand One Hundred Dollars ($5,100.00)

John W. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 18 Nov., 1954.

FRANCIS COLSTON RIENHOFF, Infant by Frances Y. Rienhoff, his mother and next friend

versus

MAC CALLUM RIENHOFF
HUGH YOUNG RIENHOFF and KATHRYN RIENHOFF, his wife and WILLIAM FRANCIS RIENHOFF, III and GRACE S. RIENHOFF, his wife, Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 29½ day of December, 1954, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

51

Filed 29 Dec., 1954.

LIBER 89 PAGE 84 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. 10,833 Equity

FRANCIS COLSTON REINHOFF, Infant By FRANCIS Y. REINHOFF, His Mother And Next Friend
Vs.
MAC CALLUM REINHOFF, HUGH YOUNG REINHOFF And KATHRYN REINHOFF, His Wife And WILLIAM FRANCIS REINHOFF, III And GRACE S. REINHOFF, His Wife.

Ordered, this 18th day of November, 1954, That the sale of Lot Twenty as shown on the Plat of "Windmill Point" heretofore filed herein at private sale made to Lester N. Schaefer and Helen W. Schaefer, his wife, and reported by George W. Baker, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of December next.

The report states that the amount of sales to be Five Thousand One Hundred Dollars ($5,100.00).

JOHN H. HOPKINS, 3rd., Clerk.

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

d-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 28, 1954

We hereby certify, that the annexed

Order Nisi

Eq. No. 833

Francis Colston Reinhoff

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 27th day of December, 1954. The first insertion being made the 25th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Harold F. Higgins

No. M. G. 3501

82

Filed 28 Dec., 1954

In the Case of

Francis Colston Rienhoff,
Infant, etc.,
vs.
MacCallum Rienhoff,
et al

In the
Circuit Court
For
Anne Arundel County
No. 10,833 Equity

To the Honorable, the Judges of said Court:

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

March 18, 1955

All of which is respectfully submitted.

Laura R. Hotchkiss
Auditor.

Auditor.

85

Dr. Francis Colston Rienhoff, Infant, etc. vs. MacCallum Rienhoff, et al, in ac.

To Trustee for Commissions on Corpus Collections (10% of $9,201.02 - Order of 3/14/55), viz:	920 10		
To Trustee for Commissions on Income Collected (6% of $951.15), viz:	57 07	977	17
To Trustee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	57 25		
Joseph C. Deegan - Sheriff's costs	11 75		
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan- Stenographer's fee	12 00		
Auditor - stating this account	36 00	137	00
To Trustee for Expenses, viz:			
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Fidelity & Deposit Co. of Md. - bond premium	200 00		
J. R. McCrone, Jr., Inc. - survey and plat, removing and replacing monuments,	990 00		
J. R. McCrone, Jr., Inc. - furnishing etc 16 prints of plat of Windmill Point	6 50		
Jos. D. Lazenby - appraisal and testimony	300 00		
Clerk of Court - recording plat	30 00		
Samuel E. Hoover - two metal signs and posts	39 60		
Miscellaneous Expenses - mimeographing restrictions, installment schedule and photostatic copies of contract	13 76		
One-half State documentary stamps	22 00		
Elaine McLendon - notary fees	5 00		
		1.620	86

To Trustee for Taxes, viz:				
1954 State and County taxes on 8.93 acres and improvements		350	53	
1954 State and County taxes on 11 acres and improvements		100	21	450 74
Principal Balance for Distribution -	$6,099.06			
Distributed as follows:				
To MacCallum Rienhoff - one-fourth		1,524	76	
To Hugh Young Rienhoff - one-fourth		1,524	76	
To Wm. Francis Rienhoff - one-fourth		1,524	77	
To Francis Colston Rienhoff -one-fourth		1,524	77	6,099 06
Interest Collected by Trustee on Deferred Payment:	$951.15			
LESS Trustee's Commission of 6%, as above	57.07			
Income Balance for Distribution	$894.08			
Distributed as follows:				
To MacCallum Rienhoff - one-fourth		223	52	
To Hugh Young Rienhoff - one-fourth		223	52	
To Wm. Francis Rienhoff - one-fourth		223	52	
To Francis Colston Rienhoff - one-fourth		223	52	894 08
				10,178 91

with George W. Baker, Jr., Trustee Cr.

1954					
Apr.	26	Purchase Price of 6.25 acres sold to Gibson Island Club, Inc. (contract dated 4/26/54) $40,000.00			
		Paid on Account:			
		Deposit		1,000 00	
July	26	Paid at settlement		7,000 00	
Oct.	13	Quarterly payment due		589 67	
1955 Jan.	13	Quarterly payment due		598 52	
		Total paid on account	9,188.19		
		Balance due	30,811.81		
		Interest paid at settlement		12 83	9,201 02
		Refund 1954 State and County taxes		26 74	26 74
		INCOME			
		Interest on principal balance paid 10/13/54		480 00	
		Interest on principal balance paid 1/13/55		471 15	951 15
					10,178 91

LIBER 89 PAGE 89

ORDER NISI

Francis Colston Rienhoff,

Infant, etc.

VERSUS

MacCallum Rienhoff,

et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,833 Equity.

ORDERED, This 22 day of March, 19 55, 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 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 30th day of April next.

Filed 22 Mar. 1955 John H. Hopkins, Jr. Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of May, 19 55, 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

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

Filed 2 May 1955

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.

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 89 PAGE 90

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,833 Equity
FRANCIS COLSTON RIENHOFF, Infant, etc.,

Vs.

MacCALLUM RIENHOFF, et al

Ordered, this 22od doy of March, 1955. 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 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 30th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-14

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 21, 1955

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 10,833

Francis Colston Rienhoff

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 April, 1955. The first insertion being made the 31st day of March, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 22 apr., 1955.

89

Sweetser Linthicum	*	IN THE
vs.	*	CIRCUIT COURT OF
George M. Rinker and any person or persons who may have any interests in the hereinafter proceedings	*	ANNE ARUNDEL COUNTY (In Equity) No. 11,012

To the Honorable, the Judge of the said Court:

Your Orator, by Seth H. Linthicum, Solicitor, respectfully represents to Your Honor,

(1) That on October 14, 1952, Joseph H. Grisoom, Sr., County Treasurer and Collector of Taxes, by the virtue of the power vested in him by Chapter 761 of the Acts of 1943 and acts ammendatory thereto, sold to Sweetser Linthicum Plaintiff herein, at public auction, the herein described property in fee simple.

(2) A certificate of Tax Sale No. 1793 dated October 14, 1952, was issued to the Plaintiff by Joseph H. Grisoom, Treasurer and Collector for Anne Arundel County for the sale of the following property:

All that Lot No. 113 as shown on the Plat of Linthicum Heights Annex, recorded among the Plat records of Anne Arundel County in Liber G.W. 1 Folio 90. This property is situated on the Southside of Greenwood Road, 1734.20 feet West of Hammonds Ferry Road and running West 100 feet with a depth of 180 feet and being the same lot which by deed dated April 20, 1918 and recorded among the Land Records of Anne Arundel County in Liber G.W. 141 Folio 289 was granted and conveyed by The Linthicum Heights Company to George M. Rinker.

(3) The original Certificate of Tax Sale is herewith attached and pray to be taken as part hereof, and marked exhibit No. 1.

(4) That the search of the title revealed that the property was vested in George M. Rinker at the time of the above sale; that George M. Rinker has been unheard of for many years and his whereabouts are unknown.

(5) That a complete description of the property is as follows:

Beginning for the same on the Southmost side of Greenwood Road at a point distant 1734.20 feet Westerly ~~in~~ from the Southwest Corner of Hammonds Ferry Road and Greenwood Road said beginning being at the corner of Lots Nos. 113 and 114, thence Westerly binding on the Southernmost side of Greenwood Road 100 feet to Lot No. 112, thence Southerly binding on the Easternmost side of said Lot No. 112, 180 feet to Lot No. 145, thence Easterly binding on the Northernmost side

o

Filed 18 May, 1954

of Lot No. 145, 100 feet to Lot No. 114, thence Northerly 150 feet to the place of beginning.

(6) That although the period of one year and one day has expired, the property has not been redeemed by the defendant or any party in interest and the present proceedings to foreclose the rights of redemption is brought within two years from the date of the issuance of the Tax Sale Certificate.

(7) That the amount necessary for the redemption is the purchase price of the aforesaid lot plus 6% interest and all taxes and municipal charges and liens accruing from the date of the sale to the date of redemption and also the taxes and charges accruing subsequent to the date of the sale with interest and penalties and total disbursements made by the Plaintiff herein, the present holder of the certificate or by his predecessors in accordance with Chapter 761 of the acts of 1943 and acts amendatory thereof.

TO THE END THEREOF

(1) That your Honorable Court pass a final decree vesting in the Plaintiff, Sweetser Linthioum, an absolute and indefeasible title in fee simple in and to the property herein described and referred to and to bar all rights of redemption and foreclose all prior or subsequent alienations and descents of the said property herein described and all encumbrances herein except any property assessment to which said property is subject and the taxes and other municipal liens accruing subsequent to the aforesaid tax sale.

(2) That an Order of Publication be issued against the Defendent and any and all other persons claiming any right or interest in the above proceedings and in the lot as set forth in the Certificate of Tax Sale, to show cause if any they have, why the relief as prayed should not be granted and answer said Bill of Complaint.

And as in duty bound.

Sweetser Linthioum
Sweetser Linthioum, Pleintiff

Seth H. Linthioum
Seth H. Linthioum
Solicitor for Pleintiff

STATE OF MARYLAND, Anne Arundel County, to wit:

I HEREBY CERTIFY, That on this 18th day of May, 1954, before me personally appeared Sweetser Linthioum and made oath in due form of law that the matters and facts herein contained are true to the best of his knowledge information and belief.

As Witness my hand and Notarial Seal.

Rosalie M. Russell
Rosalie M. Russell, Notary Public

Exh 'it No 1

LIBER 89 PAGE 93

1793

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1952, I sold to Mr. Linthicum of 204 W Maple Rd Linthicum Hgt at public auction for the sum of $425.00 Dollars and 00 Cents, of which $65.37 Dollars has been paid as a deposit on the property in 5 Dist described as Sanitary Only Lot 113 (B.Cp. 32 - Sanitary Plat) as Shown on Plat of Linthicum Heights Annex - S.W. No 1 folio 90

and assessed to Geo. M. Rinker

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1953, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14th day of Oct, 1952

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 4, 1953

Filed 18 May, 1953

3

LIBER 89 PAGE 94

Leverton Linthicum
vs.
Geo. W. Ruker & any person or persons who may have any interest in the screw proceeding

ORDER OF PUBLICATION

In the Circuit Court of Anne Arundel County (In Equity) No. 11,012

The object of this proceeding is to secure the foreclosure of all rights of redemption in Lot No. 113, Plat of Linthicum Heights Annex G.W. 1 Folio 90, fronting 100 feet on South Side of Greenwood Road, with a depth of 180 feet, Fifth Election District of Anne Arundel County, which lot was sold by The Collector of Taxes for said County, title of which lot is now held by Complainant herein.

The bill states among other things that the amount necessary for redemption has not been paid, although more than a year and a day from the date of said sale has expired, that the whereabouts of the Defendant is unknown.

~~COPY OF THE ORDER~~

Upon the foregoing Bill of Complaint, Exhibit and affidavit, it is therefore ordered on this 18 day of May, 1954, by the Circuit Court for Anne Arundel County, in Equity, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks warning the Defendant and all persons interested in said property to be and appear in this Court by the 28 day of ~~June~~ July, 1954 and redeem the property and answer the Bill of Complaint or thereafter a final decree will be entered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

John H. Hopkins, Brd. Clerk.

Filed 18 May, 1954

IN THE CIRCUIT COURT
OF ANNE ARUNDEL COUNTY
(In Equity)
No 11,012
SWEETSER LINTHICUM
Vs.
GEORGE M. RINKER and any person or persons who may have any copy interest in the herein proceeding.

ORDER OF PUBLICATION

The object of this proceeding is to secure the purchaser of all rights of redemption in Lot No. 113, Plat of Linthicum Heights Annex O. W. 1 Folio 90, fronting 100 feet on South Side of Greenwood Road, with a depth of 180 feet, Fifth Election District of Anne Arundel County, which was sold by The Collector of Taxes for said County, title of which lot is now held by Complainant herein.

The bill states among other things that the amount necessary for redemption has not been paid, although more than a year and a day from the date of said sale has expired, that the whereabouts of the Defendant is unknown.

COPY OF ORDER

Upon the foregoing Bill of Complaint, Exhibit and affidavit, it is therefore ordered on this 18th day of May, 1954, by the Circuit Court for Anne Arundel County, in Equity, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks warning the Defendant and all persons interested in said property to be and appear in this Court by the 28th day of July, 1954 and redeem the property and answer the Bill of Complaint or thereafter a final decree will be entered foreclosing all rights of redemption in the property and vesting in the Complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

ju-17

No. M. G. 897

5

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 Publication - Eq. 11012

George M. Rinker

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 22 nd day of July, 1954. The first insertion being made the 27 th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

Filed 3 Aug., 1954.

Sweetser Linthicum

vs.

George M. Rinker etal

No. 11012 ~~DIVORCES~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, GEORGE M. RINKER ETAL.

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 10th day of August, 1954 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants, George M. Rinker etal.

~~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

6

Filed 10 Aug., 1954.

Sweetser Linthioum	*	
Vs.	*	IN THE
George M. Rinker and any person or persons who may have any interest in the herein proceedings.	*	CIRCUIT COURT
	*	OF
	*	ANNE ARUNDEL COUNTY
	*	(In Equity)
	*	No. 11,012

DECREE

This cause standing ready for hearing and being submitted.

It is thereupon this 16th day of September, 1954, by the Circuit Court of Anne Arundel County, adjudged, ordered and decreed that the right of redemption of the Defendents and all parties having any interest in the property mentioned in these proceedings are forever foreclosed.

That the Plaintiff shall be vested with an absolute and indefeasible title in fee simple in said property, known as Lot 113 on Plat of Linthicum Heights Annex, G.W. No. 1 Folio 90, situated on the South Side of Greenwood Road 1734.20 feet west of Hammonds Ferry Road running West 100 ' with a depth Southerly of 180', free and clear of all alienations and descents of said property occurring prior to this decree as herein provided and encumbrances thereon except taxes accruing subsequent to the date of sale and any public easement to which said property is subject.

Benjamin Michaelson
Judge.

7

LIBER 89 PAGE 98

No. 11,131 Equity

FIRST PROGRESSIVE BUILDING AND LOAN ASSOCIATION, INCORPORATED

vs.

MAURICE LEE FISHER and MARIE M. FISHER, his wife

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

Please serve on William M. Trenner, administrator of Marie Fisher, 1212 Mt. Royal Avenue

To the Honorable, the Judge of the Circuit Court of Baltimore City:

The motion of First Progressive Building and Loan Association, Inc., mortgagee in the above entitled cause respectfully shows:

That there still remains due and unsatisfied to your petitioner upon his mortgage claim in the above entitled cause the sum of Two hundred, forty-four dollars and eight cents ($244.08) Dollars, as found and determined by the auditor's account herein, which said account has been by this Court finally ratified on the 10th day of August, 19 54, as will appear by reference had to the said account, which is hereby prayed to be taken as part hereof.

That under the provisions of Chapter 327 of the Acts of Assembly of 1898, approved April 7th, 1898, your petitioner is entitled to a decree in personam for the said sum of Two hundred, forty-four dollars and eights cents ($244.08) dollars against the said defendants being entitled to maintain an action at law against said mortgagor upon the covenants contained in the mortgage filed in this case for the residue of the mortgage debt remaining unpaid and unsatisfied as aforesaid.

WHEREFORE your petitioner prays and moves for a decree in personam for the said sum of $ 244.08 against the said defendants upon due notice being given by summons or otherwise as the Court may direct to the said defendants

And as in duty &c.

Aaron and Aaron
Aaron and Aaron *Attorneys for Mortgagee.*

The foregoing petition having been read and considered it is thereupon ordered by the Circuit Court of Baltimore City this 13th day of August, 19 54, that the Clerk of this Court be and he is hereby directed to issue the writ of subpoena directed to the said defendants commanding him to be and appear in this Court on the first Monday of September, 19 54, to answer the foregoing motion and show cause, if any there be, within fifteen days from the return day of said writ, why a decree should not be entered as prayed.

James K. Cullen
one of
William M Trenner Adm of Marie M. Fisher / the mortgagors in the above entitled cause having been duly summoned to appear in accordance with the order of this Court passed on the 13th day of August, 19 54, as appears from the return of the Sheriff to the writ of subpoena, and no sufficient cause having been shown, under the terms of the said order, it is this 23rd day of September, 19 54, by the Circuit Court of Baltimore City adjudged and ordered, that the decree of this Court be and it is hereby entered in favor of First Progressive Building & Loan Assn. Inc. the plaintiff herein for the sum of $244.08 Dollars against the said Marie Fisher (William M. Trenner Admr. of Marie Fisher with interest until paid from the date of final ratification of the Auditor's account herein, and all costs of suit accruing since ratification of said account.

E. Paul Mason

LIBER 89 PAGE 99

State of Maryland,

City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Motion for Decree in Personam

now on file in this office in the cause therein entitled as above

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 23rd day of September A. D., 19 54

Henry J. Ripperger
Clerk.

Filed 1 Oct. 1954

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF OSCAR L. DAVIS and DOROTHY H. DAVIS, his wife (Present Owners- Alfred G. LesCallett and Dorothy E. LesCallett, his wife)	EQUITY NO. 11,032 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

George E. Rullman, Attorney
named in Mortgage

Filed 4 June, 1954

LIBER 89 PAGE 101

COUNTY FORM

LIBER 503 PAGE 171

No. 11,032 Equity

This Mortgage, Made this 26th day of November, , in the year one thousand, nine hundred and forty-eight (1948), , Between Oscar L. Davis and Dorothy H. Davis, his wife, of Silver Spring, 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 Three Thousand Seven Hundred Fifty ($3,750.00) 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 Forty-eight ($48.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of January, 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 four lots or parcels of land situate in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Numbers Thirty-nine (39), Forty-one (41), Forty-three (43), and Forty-five (45), in Block Number Nine (9), as shown on a plat entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A", said plat being recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat No. 5.

Being the same property conveyed to the within named Mortgagors by Carl Hugo Carlson and Ida Mae Carlson, his wife, by deed of even date herewith, and intended to be recorded among the Land Records of Anne Arundel County immediately prior to these presents.

2

Filed 4 June, 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.

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

Oscar L. Davis (SEAL)
Oscar L. Davis

(SEAL)

Dorothy H. Davis (SEAL)
Dorothy H. Davis

(SEAL)

4

LIBER 89 PAGE 104

LIBER 503 PAGE 174

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of November, 1948, before me, the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Oscar L. Davis and Dorothy H. Davis, 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 Nov. 30th. 1948 at 3:15 P.M.

PURCHASE MONEY

MORTGAGE

FROM

Oscar L. Davis and

Dorothy H. Davis, his wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record Nov. 30, 1948,
at 3:15 o'clock P.M. Same day recorded
in Liber No. 503 Folio 171,
etc., one of the Land Records of
County, and examined, per
Clerk.
Cost of Record, $

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

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF OSCAR L. DAVIS and DOROTHY H. DAVIS, his wife (Present Owners- Alfred G. LesCallett and Dorothy E. LesCallett, his wife)	:	EQUITY NO. 11,032 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE DEBT

To balance due on principal	$2,261.07
To interest to July 1, 1954	11.31
Total Due	$2,272.38

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

I hereby certify that on this 4th day of June, 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

Barbara Ann Schwartz, Notary Public

6

Filed 4 June, 1954.

F. 21733 500 9-35 Made in U.S.A.

LIBER 89 PAGE 106

MORTGAGEES OR ATTORNEYS BOND.

No. 11,032 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman

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 Two Thousand Five Hundred ($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 15th day of June, in the year of our Lord Nineteen Hundred Fifty-four

WHEREAS, the above bounden George E. Rullman

by virtue of the power contained in a mortgage from Oscar L. Davis and Dorothy H. Davis, his wife to First Federal Savings & Loan Association of Annapolis bearing date the 26th day of November, 1948 and recorded among the ~~Mortgage~~ Land records of Anne Arundel County in Liber J.H.H. No. 503 Folio 171 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

Jean M. Suter

George E. Rullman [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch

ROSE M. BAUSCH ATTORNEY-IN-FACT

Attorney in fact

As to Surety

Estelle M. Fiedler

ESTELLE M. FIEDLER

Approved this 17 June, 1954
John H. Hopkins, 3rd, Clerk

Filed 17 June, 1954

George W. Scible - Auctioneer

PUBLIC SALE

— OF VALUABLE —

Residence Property

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

Under and by virtue of the power of sale contained in a mortgage from Oscar L. Davis and Dorothy H. Davis, his wife, dated November 26, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 503, folio 171, the undersigned attorney named in said mortgage to make sale of said property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door in the City of Annapolis, Maryland, on

TUESDAY, JUNE 29th, 1954

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

the following described property, namely:

All those four lots or parcels of land situate in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Numbers Thirty-nine (39), Forty-one (41), Forty-three (43) and Forty-five (45) in Block Nnmber Nine (9), as shown on a plat entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A", said plat being recorded among Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat No. 5.

Being the same property which was conveyed to Oscar L. Davis and Dorothy H. Davis, his wife, by Carl Hugo Carlson and Ida Mae Carlson, his wife, by deed dated November 17, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 503, folio 167 and since conveyed to Alfred G. LesCallett, and Dorothy E. LesCallett, his wife.

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.

8 Filed 30 June, 1954.

JUNE 29, 1954

LIBER 89 PAGE 108

I hereby certify that I have this 29th day of June, 1954, sold the within described property to First Federal Savings and Loan Association of Annapolis at and for the sum of $2,600.00, it being at that figure the highest bidder therefor, and, I further certify that the said sale was fairly made.

G. W. Sibbo

AUCTIONEER

It is hereby certified that the First Federal Savings and Loan Association of Annapolis this 29th day of June, 1954, purchased the within described property from George E. Rullman, Attorney named in mortgage, at and for the sum of $2,600.00 and hereby agreed to comply with the terms of sale as set forth on the reverse side hereof.

TEST:

Iola P. Anderson,
Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS

By: T. Roland Brown
T. Roland Brown, President

Filed 30 June, 1954

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF OSCAR L. DAVIS and DOROTHY H. DAVIS, his wife (Present Owners - Alfred G. LesCallett and Dorothy E. LesCallett, his wife)	EQUITY #11032 IN THE CIRCUITY 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 Oscar L. Davis and Dorothy H. Davis, his wife, dated the 26th day of November, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 503, folio 171, to make sale of the property therein described in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, June 29th, 1954, at 10:30 O'clock A.M., and then and there sold the said property to the First Federal Savings and Loan Association of Annapolis at and for the sum of Two Thousand Six Hundred Dollars ($2,600.00) it being then and there the highest bidder therefor, which property is as follows:

> ALL those four lots or parcels of land situate in the Seventh Election District of Anne Arundel County, Maryland, being known and designated as Lots Numbers Thirty-nine (39), Forty-one (41), Forth-three(43) and Forty-five (45) in Block Number Nine (9), as shown on a plat entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932, P. R. Rupert, Engineer, Section A", said plat being recorded among the

Filed 30 June, 1954.

10

Plat Records of Anne Arundel County in Cabinet 1, Rod A-1, Plat No. 5. BEING the same property which was conveyed to Oscar L. Davis and Dorothy H. Davis, his wife, by Carl Hugo Carlson and Ida Mae Carlson, his wife, by deed dated November 17, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 503, folio 167, and since conveyed to Alfred G. LesCallett and Dorothy E. LesCallett, his wife.

Said lots are improved by a frame cottage with conveniences.

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

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

Respectfully submitted,

George E. Rullman

Attorney named in Mortgage

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

I hereby certify that on this 29th day of June, 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,

Barbara Ann Schwartz

Barbara Ann Schwartz, Notary Public

//

IN THE MATTER OF THE SALE OF	EQUITY #11032
THE MORTGAGED REAL ESTATE OF	IN THE
OSCAR L. DAVIS and DOROTHY H.	CIRCUIT COURT
DAVIS, his wife	FOR
(Present Owners- Alfred G. LesCallett and Dorothy E. LesCallett, his wife)	ANNE ARUNDEL COUNTY

ORDER NISI

ORDERED, this 30 day of June, 1954, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of August, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 3 day of August next.

The report states the amount of sales to be Two Thousand Six Hundred Dollars ($2,600.00).

John H. Hopkins, Jr.
CLERK

Filed 30 June, 1954

IN THE MATTER OF THE SALE OF	EQUITY #11032
THE MORTGAGED REAL ESTATE OF	IN THE
OSCAR L. DAVIS and DOROTHY H.	CIRCUIT COURT
DAVIS, his wife	FOR
(Present Owners- Alfred G. LesCallett and Dorothy E. LesCallett, his wife)	ANNE ARUNDEL COUNTY

FINAL ORDER

ORDERED by the Court this 5th day of August, 1954, that the sale made and reported by the Attorney aforesaid, be and the same is hereby RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
JUDGE.

Filed 5 Aug., 1954.

12

LIBER 89 PAGE 112

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

EQUITY NO. 11032

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF OSCAR L. DAVIS and DOROTHY H. DAVIS, his wife

(Present Owners-Alfred G. LesCallett and Dorothy E. LesCallett, his wife)

ORDER NISI

ORDERED, this 30th day of June, 1954, that the sale of the property mentioned in these proceedings, and made and reported by George E. Bullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of August, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 3rd day of August next.

The report states the amount of sales to be Two Thousand Six Hundred Dollars ($2,600.00).

JOHN H. HOPKINS, 3rd,
CLERK

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

jy-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 4, 1954

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,032

Oscar L. Davis

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

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel A. Tilghman

No. E. C: 1076

13

Filed 4. Aug., 1954

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
vs.
Oscar L. Davis and Dorothy H. Davis, his wife
(Present owners - Alfred G. LesCallett
and Dorothy E. Les Callett, his wife)

In the

Circuit Court

For

Anne Arundel County

No. 11,032 **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 19, 1954

All of which is respectfully submitted.

Laura K. Nicholson
Auditor.

Filed 24 Aug., 1954.

14

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Oscar L. Davis and Dorothy H. Davis, his wife (Present Owenrs - Alfred G. Les Callett and Dorothy E. Les Callett, his wife) in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	110	00	160	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	00		
Auditor - stating this account	9	00	38	00
To Attorney for Expenses, viz:				
Capital-Gazette 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		
National Surety Co. - bond premium	10	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Barbara Ann Schwartz - notary fees	1	00	99	23
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim filed	2,272	38	2,272	38
To Alfred G. Les Callett and Dorothy E. Les Callett, present owners, mortgagors- this balance	53	13	53	13
			2,622	74

with

George E. Rullman, Attorney named in Mortgage

Cr.

1954						
June	29	Proceeds of Sale	2,600	00	2,600	00
		Refund 1954 State and County taxes ($45.47) adjusted to 6/29/54	22	73	22	73
			2,622	73		

ORDER NISI LIBER 89 PAGE 116

In the Matter of the Sale of the Mortgaged Real Estate of Oscar L. Davis and Dorothy H. Davis, his wife (Present Owners - Alfred G. LesCallett and Dorothy E. LesCallett, his wife)

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,032 Equity.

ORDERED, This 24 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 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 24 Aug. 1954

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th 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.

Filed 30 Sept. 1954

Benjamin Michaelson
Judge

17

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,032 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of OSCAR L. DAVIS And DOROTHY H. DAVIS, His Wife (Present Owners—ALFRED G. LesCALLETT And DOROTHY E. LesCALLETT, His Wife.)

Ordered, this 24th 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.

s-8

No. E. C. 1794

18

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 28, 1954

We hereby certify, that the annexed

Order Nisi
Auditor account
Eq. 11,032
Oscar L. 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 27th day of September, 1954. The first insertion being made the 25th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

Filed 29 Sept. 1954

CHARLES H. WILCOX and FAY L. WILCOX, his wife Box 134 Laurel, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
JOHN H. SPRINGER Laurel Heights Fort Meade-Laurel Road Anne Arundel County, Maryland and all persons having or claiming to have any interest in the property situate in the 4th Election District of Anne Arundel County, Maryland, and known as Lots 7 and 8 Section A as shown on a Plat of "Laurel Heights".	:	ANNE ARUNDEL COUNTY NO. 10964 EQUITY

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

BILL OF COMPLAINT

The Bill of Complaint of Charles H. Wilcox and Fay L. Wilcox, his wife, respectfully represents:

1.

That on or about March 2, 1954, a Certificate of Tax Sale was issued by Joseph H. Griscom, Sr., successor to Joseph H. Pepper, Collector of taxes for the State of Maryland and for Anne Arundel County to the County Commissioners of Anne Arundel County and said Certificate was subsequently assigned by said Commissioners to Charles H. Wilcox and Fay L. Wilcox, his wife. Said Certificate is filed herewith as Plaintiff's Exhibit "A".

2.

That the property mentioned in said Certificate is in the Fourth Election District of Anne Arundel County and is described as follows in said Certificate:

Lots 7-8 Section A, as shown on the Plat of "Laurel Heights".

Filed 26 Mar., 1954

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

3.

That on or about October 13, 1936, the date of the Collector's sale, the said parcel of ground was assessed to John H. Springer and according to the Land Records of Anne Arundel County, the Equity records and the records in the Orphans' Court for Anne Arundel County, the title to said lots of ground was vested in the said John H. Springer on the date of said sale. For a complete descriptions of the property see the following deeds to the said John H. Springer, namely G.W. No. 79 Folio 329 and G.W. No. 79 Folio 465.

4.

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

5.

The Plaintiffs pray for process directed to the said John H. Springer at his last known address namely, Laurel Heights, Laurel Road, Laurel, Maryland. A copy of this Bill of Complaint has been mailed to the aforesaid Defendant at the aforesaid address.

6.

The Plaintiffs pray for an Order of Publication directed to all parties having or claiming to have any interest in said property.

7.

To redeem the property it is necessary for the Defendants to pay all taxes, interest and penalties accrued

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

as the result of said sale and any reimbursement due the Plaintiffs under the provisions of Article 81 of the Annotated Code of Maryland.

8.

The Plaintiffs pray this Court to pass a final decree foreclosing all rights of redemption of the Defendants in an to the property described herein.

AND, As in duty bound., etc.

Rouse & Morton
Attorneys for Plaintiffs

STATE OF MARYLAND

ANNE ARUNDEL COUNTY: To wit:

I HEREBY CERTIFY, That on this 26th day of March, 1954, personally appeared before me, the subscriber, a Notary Public in and for the State and County aforesaid, JOHN G. ROUSE, JR., Attorney for the Plaintiffs and made oath in due form of law that the matters and facts alleged in the foregoing Bill of Complaint are true to the best of his knowledge and belief.

Dorothy L. Hockett
Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

3

PLAINTIFF'S EXHIBIT "A"

LIBER 89 PAGE 120

2069 **CERTIFICATE OF TAX SALE**

I, Joseph H Griscom Sr, Successor to Joseph H Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13, 1936, I sold to A A Co Comm at public auction for the sum of 22 Dollars and 04 Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 7-8 Section A as shown on the plat of Laurel Heights

and assessed to John H Springer

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 14, 1937, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 2 day of March 1954

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2 day of ~~October~~ March, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

4

Filed 26 Mar, 1954

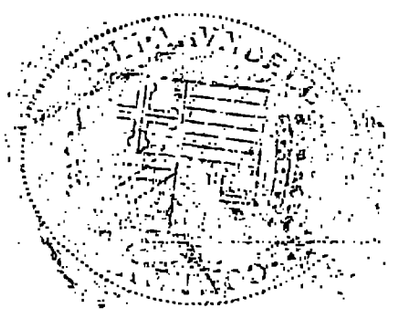
The Board of County Commissioners of Anne Arundel County hereby assign the within Certificate of Tax Sale to Charles H. Wilcox and Fay L. Wilcox, his wife. WITNESS the hands and seal of ~~the~~ said Board this 23rd day of March, 1954, by Ralph L. Lowman, its President.

Witness:

Lucy F. Lockerby

Board of County Commissioners of Anne Arundel County.

By Ralph L. Lowman
President



CHARLES H. WILCOX and FAY L. WILCOX, his wife Box 134 Laurel, Maryland	:	IN THE
		CIRCUIT COURT
vs.	:	
		FOR
JOHN H. SPRINGER Laurel Heights Fort Meade-Laurel Road Anne Arundel County, Maryland and all persons having or claiming to have any interest in the property situate in the 4th Election District of Anne Arundel County, Maryland, and known as Lots 7 and 8 Section A as shown on a Plat of "Laurel Heights".	:	ANNE ARUNDEL COUNTY
	:	NO. 10,964 EQUITY

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

ORDER OF PUBLICATION

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

Lots 7-8, Section A, as shown on a Plat of "Laurel Heights".

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 said sale has expired.

It is thereupon this 26 day of March, 1954, by the Circuit Court for Anne Arundel County, Ordered that notice be given by the insertion of a copy of this Order in some

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

Filed 26 Mar., 1954

5

newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 2 day of June, 1954, and redeem the property described above and answer the bill, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiffs a title, free and clear of all incumbrances.

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

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

LIBER 89 PAGE 124

IN THE CIRCUIT COURT
FOR ANNE AR EL COUNTY
NO. 10,00[illegible] QUITY

CHARLES H. WILCOX and FAY L. WILCOX, his wife, Box 134, Laurel, Maryland

Vs.

JOHN H. SPRINGER, Laurel Heights, Fort Meade-Laurel Road, Anne Arundel County, Maryland and all persons having or claiming to have any interest in the property situate in the 4th Election District of Anne Arundel County, Maryland, and known as Lots 7 and 8 Section A as shown on a Plat of "Laurel Heights".

ORDER OF PUBLICATION

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

Lots 7-8, Section A, as shown on a Plat of "Laurel Heights".

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 said sale has expired.

It is thereupon this 20th day of March, 1954, by the Circuit Court for Anne Arundel County, Ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 2nd day of June, 1954, and redeem the property described above and answer the bill, or thereafter a final Decree will be rendered foreclosing all rights of redemption in the property, and vesting in the Plaintiffs a title, free and clear of all incumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

4-22

No. MG. 542

Filed 18 May, 1954

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 17, 1954

We hereby certify, that the annexed

Order Publication

Eq. 10,964.

Charles H. Wilcox Vs.

John H. Springer.

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 June, 1954. The first insertion being made the 1st day of April, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

CHARLES H. WILCOX and FAY L. WILCOX his wife

vs.

JOHN H. SPRINGER

No. 10,964 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, JOHN H. SPRINGER, 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 19th day of July, 1954, 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, John H. Springer.

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

Benjamin Nicholson
Judge

Filed 19 July, 1954.

8

CHARLES H. WILCOX and FAY L. WILCOX, his wife Box 134 Laurel, Maryland	:	IN THE
vs.	:	CIRCUIT COURT
JOHN H. SPRINGER Laurel Heights Fort Meade-Laurel Road Anne Arundel County, Maryland and all persons having or claiming to have any interest in the property situate in the 4th Election District of Anne Arundel County, Maryland, and known as Lots 7 and 8 Section A as shown on a Plat of "Laurel Heights".	:	FOR ANNE ARUNDEL COUNTY
	:	NO. 10,964 EQUITY

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

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered and it appearing that the same have been conducted in substantial compliance with the applicable provisions of Article 81 of the Code of Public General Laws of Maryland relating thereto.

It is thereupon this 27th day of September, 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED.

1.

That all rights of redemption of the defendant, John H. Springer or of anyone claiming by, from or under him, in and to the lots of ground described in this proceeding as having been sold by the Collector of Taxes for Anne Arundel County to the County Commissioners of Anne Arundel County for the non-payment of taxes on which a Certificate of Tax Sale dated March 2, 1954 was issued by Joseph H. Grisoom, Sr., Collector of Taxes for Anne Arundel County to the County Commissioners of Anne Arundel County and thereafter assigned by said Commissioners to the plaintiffs herein, be and the same are hereby barred and foreclosed.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

Filed 27 Sept., 1954

9

2.

That an absolute and indefeasible title in fee simple to said lots of ground, free and clear of all alienations and descents occurring prior to this Decree as well as all incumbrances thereon (except taxes, if any, accruing subsequent to the date of the Tax Sale of said lots and public easements to which the same are subject) is hereby vested in the plaintiffs.

3.

That upon payment to him of the balance, if any, due on the purchase price of said property together with all taxes and interest and penalties, if any, thereon accruing subsequent to the date of sale, the Collector of Taxes for Anne Arundel County shall execute a Deed conveying said lots of ground to the plaintiffs in fee simple.

4.

That the plaintiffs shall pay the cost of this proceeding.

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

LIBER 89 PAGE 128

WALTER S. CALWELL, Assignee, Plaintiff	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
BUTCH GIBSON AND BESSIE V. GIBSON, his wife	:	(In Equity) No. 10,935

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 Butch Gibson and Bessie V. Gibson, his wife to The Title Guarantee Company, dated June 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 475 folio 524, with Short Assignment at the foot thereof, dated November 30th, 1953 from The County Trust Company to said Walter S. Calwell, the Plaintiff.

Walter S. Calwell
Walter S. Calwell - Assignee

Marvin I. Anderson
Marvin I. Anderson - Solicitor

Filed 27 Feb, 1954.

LIBER 89 PAGE 129
135 91

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

LIBER 475 PAGE 524

No. 10,935 Equity

MORTGAGE

THIS MORTGAGE, Made this third day of June, A. D. 19 48, by and between BUTCH GIBSON and BESSIE V. GIBSON, his wife,

of Baltimore City, in the State of Maryland, hereinafter called the Mortgagor, and THE TITLE GUARANTEE COMPANY

a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of Dollars ($), the due execution of this mortgage having been a condition precedent to the granting of said advance, it being part of the purchase money for the property hereinafter described.~~

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

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of SIX THOUSAND, FOUR HUNDRED Dollars ($6,400.00), with interest from date at the rate of four per centum (4%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Title Guarantee Company, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments of Thirty-eight and 78/100 Dollars ($ 38.78), commencing on the first day of July, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1968. Privilege is reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity: PROVIDED, HOWEVER, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of this mortgage a premium charge of one percent (1%) of the original principal amount hereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the holder hereof upon its obligation to the Federal Housing Administrator. Said mortgagors have this day passed unto the said mortgagee, their negotiable promissory note in said sum, bearing even date herewith, payable with interest as aforesaid.

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. Whereas said principal sum was used by the mortgagors as part of the purchase money of the hereinafter described property.

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

16—4130

BEGINNING for the same at the intersection formed by the north line of Eleventh Avenue, as now laid out 60 feet wide, and the extension southerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 75 feet 9 1/4 inches westerly from the intersection formed by the extension southerly of the west line of VictoryAvenue, as now laid out 55 feet wide, and the extension easterly of the north line of Eleventh Avenue, as now laid out 60 feet wide, and running thence continuously north 16 degrees 18 minutes west 106 feet 9 inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended northerly to intersect the south line of a 15 foot alley there situate; with the right of user thereof in common with others; thence binding on the south line of said alley north 77 degrees 36 minutes 47 seconds east 17 feet 10 1/2 inches to the intersection formed by the northerly extension of the center line of a party wall constructed in part on the land herein beingdescribed; thence continuously south 16 degrees 18 minutes east 104 feet binding on the said center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended southerly to intersect the said north line of Eleventh Avenue; thence binding on the said north line of Eleventh Avenue, south 68 degrees 48 minutes 44 seconds west 17 feet 10 3/4 inches to the place of beginning. The improvements thereon being known as No. 210 Eleventh Avenue.

BEING the same property which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County, prior hereto, was granted and conveyed by Ritchie Heights, Inc., to the within named mortgagors, in fee simple.

Filed 27 Feb., 1954 Plaintiffs' Exhibit A.

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

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

TOGETHER WITH all bathroom fixtures, equipment and accessories, breakfast nook furniture, all kitchen cabinets, hot water heaters, gas and electric ranges, laundry tubs, built in medicine cabinets, screens, screen doors, storm windows, storm doors, lighting fixtures, heating plant, piping, tubing, radiators, oil burner units, piping, tubing, and motors used in connection therewith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 2 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 2 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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

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

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

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

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

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

Witness:

Robert T. O'Leary
ROBERT T. O'LEARY

Butch Gibson [SEAL]
Butch Gibson

Bessie V. Gibson [SEAL]
Bessie V. Gibson

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, BALTIMORE CITY to wit:

I HEREBY CERTIFY, That on this third day of June, 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared BUTCH GIBSON and BESSIE V. GIBSON, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

Robert T. O'Leary
ROBERT T. O'LEARY *Notary Public.*

Recorded June 24th. 1948 at 11:00 A.M.

FOR VALUE RECEIVED, and without recourse, The Title Guarantee Company, hereby assigns the within mortgage to THE COUNTY TRUST COMPANY (Tarrytown, New York)

Witness the Corporate Seal of said Company, and the signature of Vice President this 3rd day of June, 1948.

Attest: Clifford L. Knight Asst. Secretary.

THE TITLE GUARANTEE COMPANY
George H. Schmidt Vice President

Recorded June 24th. 1948 at 11:00 A.M.

App. 96899
Written by ab
Approved by mel
Ready for record a.c.m.

STATE OF MARYLAND
ANNE ARUNDEL COUNTY

Loan No. _____

COUNTY MORTGAGE

BUTCH GIBSON AND WIFE
TO
THE TITLE GUARANTEE COMPANY
The County Trust Company
Tarrytown, N.Y.

Received for Record June 24 1948 at 11 o'clock A.M.
Same day recorded in Liber No. 475 Folio 527 etc., one of the Mortgage Records of Anne Arundel County and examined per _____ Clerk.
Cost of Records, $ 3.00

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

This mortgage is made in the Act and to the Regulations there under covering assignments of this insurance privilege on this loan.

10-1189

12.30
1.50

This rider is attached to and is a part of a certain mortgage made by Butch Gibson and Bessie V. Gibson, his wife, to The County Trust Company dated June 3, 1948 and recorded June 24, 1948, in Liber 475JHH, Page 524.

FOR VALUE RECEIVED, The County Trust Company, Tarrytown, New York, on this 30th day of November, 1953 assigns the within and aforegoing mortgage to Walter S. Calwell, for the purpose of foreclosure.

ATTEST:

Mary T. Lynch
Assistant Secretary

THE COUNTY TRUST COMPANY

BY: E P Hanyen
Edward P. Hanyen, Vice President

The signature of Edward P. Hanyen, Vice President, has been affixed and duly attested by Assistant Secretary, Mary T. Lynch, this 30th day of November, 1953.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

THE COUNTY TRUST COMPANY

TO

WALTER S. CALWELL, Assignee

Received for Record 27 Feb. 1954 at 10:30 o'clock A.M. Same day recorded in Liber J.H.H. No. 475 Folio 527 etc., one of the Land Records of ~~Baltimore County~~ A.A.Co., and examined.

Per

JOHN H. HOPKINS, 3rd
Clerk.

Pd. 754

LIBER 89 PAGE 134

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of February, 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 Butch Gibson, one of the Defendants against whom foreclosure proceedings were instituted, is in the Military Service of the United States, and that Bessie V. Gibson, one of the Defendants against whom foreclosure proceedings were instituted, is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that she has not been ordered to report for induction under the Selective Training and Service Act of 1940, that she is not a member of the Enlisted ReserveCCorps, and has not been ordered to report for service therein, and that the Affiant's sources of information were from private sources, and upon certification by the Adjutant General of the United States Army.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Filed 27 Feb, 1954

LIBER 89 PAGE 135

WALTER S. CALWELL, Assignee Plaintiff	:	NO. 10,935 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT FOR
BUTCH GIBSON and BESSIE V. GIBSON, his wife Defendants	:	ANNE ARUNDEL COUNTY

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Walter S. Calwell, assignee of The County Trust Company, a body corporate, duly incorporated under the laws of New York, by his Solicitor, Marvin I. Anderson, respectfully represents:

1. That Butch Gibson and Bessie V. Gibson, his wife, the defendants herein, purchased and are now the record title owners of fee simple property situate in Anne Arundel County, Maryland, known as No. 210 Eleventh Avenue, by deed dated June 3rd, 1948 from Ritchie Heights, Inc., duly recorded among the Land Records of Anne Arundel County.

2. That the total purchase price paid by the defendants for said property was $8,000.00, which total purchase price was financed by the proceeds of two purchase money mortgages in the aggregate amount of $8,000.00, namely, by a first mortgage dated June 3rd, 1948 from the said Defendants to The Title Guarantee Company, duly assigned to The County Trust Company and recorded among the Land Records of Anne Arundel County, in the amount of $6,400.00, payment of which mortgage is insured by the Federal Housing Administration under the provisions of Title VI of the National Housing Act, as amended, and regulations thereunder; and by a second mortgage dated June 3rd, 1948 from the said Defendants to The Title Guarantee Company, duly assigned to The County Trust Company and recorded among the Land Records of Anne Arundel County,

Filed 22 Mar., 1954

9

in the principal amount of $1,600.00, payment of which mortgage was guaranteed by the Veterans Administration under the provisions of the Servicemens' Readjustment Act of 1944, as amended, the benefits of which the latter Act were made available to the said Butch Gibson, one of the Defendants herein, as an eligible veteran of World War II; both of said mortgages were for a term of 20 years and provided, as stated therein, for monthly payments of principal and interest plus one-twelfth of the annual property expenses (the total expenses being collected on F.H.A. mortgage) and F.H.A. mortgage insurance, the total aggregate monthly payment required under both mortgages being $60.28 plus a late charge of $1.01 per month on the F.H.A. mortgage and a late charge of 0.19 cents per month on the V.A. mortgage.

3. That the Defendants defaulted in making their monthly payment due on both of said mortgages in April, 1953, and have thereafter continued in default of all subsequent monthly payments due under both mortgages to and including the month of March, 1954, a period of 11 months, representing a present total average due under both mortgages of monthly payments plus late charges of $702.11; and that though your Petitioner's assignor from the outset of such default in April, 1953, has continually and diligently endeavored to have the Defendants cure their default under said mortgages, the defendants have been unresponsive and indifferent to such efforts on the part of your Petitioner's assignor.

4. That the said Butch Gibson (now stationed at Fort Meade, Maryland) has been in the military service since December 19, 1940, and that he was in the military service on June 3, 1948, at the time he executed the mortgages; and he is not, therefore, entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act as to preclude continuance of foreclosure. A certificate for use under the Act certified by the Adjutant General is filed herewith, as a part hereof, marked "Exhibit A."

10

5. That on the first mortgage insured by the Federal Housing Administration which was in the original amount of $6,400. there is a balance of $5455.61 due by the Defendants to the Petitioner as of March 1st, 1954.

6. That the second mortgage in the original amount of $1600.00, guaranteed by the Veterans' Administration, being in default as aforesaid, your Petitioner's Assignor filed claim under such guaranty with the Veterans' Administration for the balance of $1361.29 due thereon as of November 27, 1953, which claim was paid to your Petitioner's Assignor by the Veterans' Administration in full on November 27, 1953, and said second mortgage, in connection with such payment thereof, was duly assigned by your Petitioner's Assignor to The Veterans' Administration, and said sum of $1361.29, with interest from November 27th, 1953, is now due by the Defendants to the Veterans' Administration, and the Veterans' Administration contemplates protecting its interest at the sale and filing a second mortgage claim in these proceedings in connection with any possible surplus out of the proposed sale, if any, after the payment of the first mortgage claim and foreclosure costs.

7. That foreclosure proceedings on the aforementioned first mortgage were instituted on behalf of your Petitioner on February 27th, 1954 in this Honorable Court, and there has been filed with the Clerk, as Exhibit "A" therein, the original first mortgage aforementioned and also a Military Affidavit, as required setting forth the fact that the said Butch Gibson is in the military service of the United States.

8. That Article 87A of the Annotated Code of Maryland, 1947 Supplement, "Soldiers and Sailors Civil Relief" and an act of Congreee known as the "Soldiers and Sailors Civil Relief Act of 1940, as amended," U.S. Code, Title 50, requires consideration and authorization by this Honorable Court for continuance of the foreclosure proceedings instituted in this case.

//

WHEREFORE, your Petitioner requests this Honorable Court to pass an order appointing an Attorney to represent the Defendants in these proceedings and requiring the Defendants to show cause why these proceedings should not be continued, and to grant such other or further orders or relief as this cause may require.

AND AS IN DUTY BOUND, ETC.

Walter S. Calwell

Walter S. Calwell, Assignee

Marvin I. Anderson

Marvin I. Anderson, Solicitor

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 16th day of March, 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, Assignee, and made oath in due form of Law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link

Clara M. Link Notary Public

O R D E R

It is this 23d day of March, 1954, Ordered and Decreed by the Circuit Court for Anne Arundel County (In Equity) that C. Osborne Dorsey be, and is hereby, appointed as Attorney to represent the Defendants herein, and it is hereby

12

Filed 23 Mar., 1954.

further Ordered and Decreed that foreclosure proceedings in the instant case be continued unless cause be shown to the contrary on or before the 23d day of April, 1954, provided a copy of this Petition and Order be served on the Defendants or on C. Osborne Duvall, Attorney for the Defendants, on or before the 8th day of April, 1954.

Benjamin Richardson
Judge

Service of copy of Petition and Order admitted this 29th day of March, 1954.

C. Osborne Duvall

13

WALTER S. CALWELL, Assignee, Plaintiff,	:	NO. 10,935 EQUITY
	:	IN THE
VS.	:	CIRCUIT COURT
BUTCH GIBSON, and BESSIE V. GIBSON, his wife, Defendants,	:	FOR
	:	ANNE ARUNDEL COUNTY

:::::::

ANSWER TO PETITION

AND SHOW CAUSE ORDER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of C. Osborne Duvall, attorney for the Defendants, to the Petition heretofore filed in these proceedings by the Plaintiff and to the Order of this Honorable Court passed on said Petition respectfully represents unto Your Honors:

1. That by Order of this Honorable Court dated March 23, 1954, C. Osborne Duvall was appointed attorney for the Defendants herein under the applicable provisions of the statutes of the State of Maryland and of the United States Congress commonly known as the "Soldiers and Sailors Civil Relief Act".

2. That upon being served with a copy of said Petition and Order of Court heretofore passed in the premises, the above named attorney immediately contacted the Judge Advocate General's office at Fort George G. Meade, Maryland by telephone and after investigation by that office the said attorney was advised that Cpl. Butch Gibson was not stationed at Fort Meade, but had been transfered to 4071 ASU Personnel Center, Camp Chaffee, Arkansas.

3. That upon receipt of the last named address, the appointed attorney wrote a letter to Cpl. Butch Gibson at Camp Chaffee, Arkansas, dated March 29, 1954, in which the full particulars of the Petition heretofore filed by the Plaintiff were set out in considerable detail.

4. That the said attorney advised the Defendant,

14

Filed 5 May, 1954

Butch Gibson, (a) to immediately take the letter to the Legal Officer at his base for consultation and advice, (b) to advise the sender of the letter of any and all facts in his possession concerning the mortgage transactions involved, (c) to have his wife contact the sender if she currently resides in or near Maryland, and (d) to reply to said letter by April 15, 1954 if possible.

5. That the letter of March 29, 1954, above referred to was posted by the attorney at Annapolis, Maryland, on March 29, 1954, directed to "Cpl. Butch Gibson, RA 15065050, 4071 ASU Personnel Center, Camp Chaffee, Arkansas", marked "AIR MAIL", and containing sufficient postage and the name and address of the sender printed in the upper left hand corner of the envelope.

6. That the attorney has not received a reply to that letter or any communication concerning the same, nor has the letter of March 29, 1954, been returned to the sender.

7. That the attorney knows of no reason why the proceedings heretofore instituted by the Plaintiff should not be continued.

And as in duty bound, etc.,

C. OSBORNE DUVALL
Maryland Hotel Building
Annapolis, Maryland
Attorney for Defendants

I hereby certify that I have this 31st day of May, 1954, mailed a copy of the foregoing Answer to Petition and Show Cause Order to Marvin I. Anderson, Esq., 20 West St., Annapolis, Maryland, attorney for Plaintiff.

Attorney for Defendants.

15

WALTER S. CALWELL, Assignee, Plaintiff,	:	NO. 10,935 EQUITY
	:	IN THE
Vs.	:	CIRCUIT COURT
BUTCH GIBSON, and BESSIE V. GIBSON, his wife, Defendants,	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : : : : : :

ORDER

The defendant Butch Gibson having failed to show cause as required by the order of this Court dated March 23rd, 1954 although it appears that a copy was duly served on C. Osborne Duvall, Attorney appointed by this Court, and the said Attorney having filed his answer showing no reason why the proceedings should not be continued and the cause having been submitted the Court having read and considered the petition, exhibits, affidavit and answer; it is this 19½ day of May, 1954, ordered and decreed by the Circuit Court for Anne Arundel County that the Petitioner, Walter S. Calwell, assignee of The County Trust Company, a body corporate, is hereby granted leave to continue and to proceed with the foreclosure proceedings in this cause, and the said Walter S. Calwell, Assignee, be and he is hereby authorized to exercise the power of sale contained in the mortgage filed in these proceedings.

Benjamin Michaelson
Judge

Approved:

Attorney for Defendant

16

Filed 19 May, 1954.

WALTER S. CALWELL, Assignee	:	NO. 10,935 EQUITY
Plaintiff,	:	IN THE
vs.	:	CIRCUIT COURT
BUTCH GIBSON and BESSIE V. GIBSON, his wife	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of C. Osborne Duvall, attorney for the defendants, respectfully represents unto Your Honors:

1. That by an Order of this Honorable Court dated March 23, 1954, your petitioner was appointed attorney for the defendants in this cause under the applicable provisions of the statutes of the State of Maryland and of the United States Congress commonly known as the "Soldiers and Sailors Civil Relief Act".

2. That your petitioner has acted as attorney for the defendants as will more fully appear by reference to the Answer to Petition and Show Cause Order filed in this case on May 5, 1954.

3. That the property involved in these proceedings is about to be sold.

WHEREFORE, your petitioner prays that an Order be passed allowing your petitioner a fair and reasonable attorney's fee from the proceeds of the sale of the property.

And as in duty bound, etc.

C. Osborne Duvall
Attorney for Defendants

I hereby certify that I have this 19th day of June, 1954, mailed a copy of the foregoing Petition to Marvin I. Anderson, Esq., 203 West Street, Annapolis, Maryland, Attorney for Plaintiff.

C. Osborne Duvall
Attorney for Defendants

Filed 19 June, 1954.

WALTER S. CALWELL, Assignee	:	NO. 10,935 EQUITY
Plaintiff,	:	
vs.	:	IN THE
	:	CIRCUIT COURT
BUTCH GIBSON and BESSIE V. GIBSON, his wife,	:	FOR
Defendants	:	ANNE ARUNDEL COUNTY
	: : :	

O R D E R

Upon the foregoing Petition, it is this 22d day of June, 1954, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that C. Osborne Duvall, be, and he is hereby allowed a fee of Twenty-five Dollars as and for a fee as attorney for the defendants, said fee to be allowed as part of the costs of this case.

Benjamin Richardson
Judge.

Filed 22 June, 1954.

LIBER 89 PAGE 145

WALTER S. CALWELL,
ASSIGNEE

VS.

BUTCH GIBSON AND
BESSIE V. GIBSON, his wife

IN THE
ANNE ARUNDEL
Circuit Court for [redacted] County

IN EQUITY.
No. 10,935

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Butch Gibson and Bessie V. Gibson, his wife

to The Title Guarantee Company

dated the 3rd day of June 19 48, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 475 Folio 524

Amount of loan	$6400.00
Less - amount paid on principal	1096.90
	5303.10
Plus - unpaid interest to 7/14/1954	272.81
Plus - overdraft in expense account	67.44
	5643.35

CITY
STATE OF MARYLAND, [redacted] OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 13th day of July in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the City of the State of Maryland, in and for said [redacted] of Baltimore, personally appeared Joseph J. Callahan, Agent for The County Trust Company, holder of Mortgage

[redacted] in the above entitled cause, and made oath that the foregoing is a just and true statement of the [redacted] 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

Filed 14 July, 1954.

17

Assignee's
~~Mortgagee's Attorney's~~ Bond.

I-369 IM-7-27

LIBER 89 PAGE 146

No. 10,935 Equity
152867

227 ST. PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK

V. A. Mtg.

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 TWENTY-FIVE HUNDRED AND 00/100 ($2500.00) - - - - - - - - - - - - - - - - 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 13th - day of July - - - - - in the year nineteen hundred and fifty-four.

Whereas, the above bounden Walter S. Calwell, Assignee

by virtue of the power contained in a Mortgage from Butch Gibson and Bessie V. Gibson, his wife, to the Title Guarantee Company, bearing date the 3rd day of June nineteen hundred and forty-eight and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 475, Folio 524, and

WHEREAS, assignment of said mortgage has been made to Walter S. Calwell and he

(#210 - 11th Avenue Anne Arundel County, 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, Assignee es do and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered
in the presence of

Clara W. Smith
Attest:

Witness as to Surety:

E. M. Keyser
E.M.Keyser

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Attest V. N. Mercier
Assistant Secretary V.N.Mercier

Approved this 14th July 1954

Filed 14 July, 1954. John H. Hopkins, 3rd, Clerk

18

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland.

ASSIGNEE'S SALE
— OF —
VALUABLE FEE
SIMPLE PROPERTY

No. 210 Eleventh Avenue, Brookwood, Fifth District of Anne Arundel County, Maryland.

Under and by virtue of the Power and authority contained in a Mortgage from Burch Gibson and Bessie V. Gibson, his wife to The Title Guarantee Company, dated June 3rd., 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 475 folio 524 (default having occurred thereunder) the undersigned Assignee, will sell at Public Auction at the Court House Door in Annapolis, on

WEDNESDAY, JULY 14TH, 1954,
AT 3 P. M. (E. D. T.)

all that fee simple lot of ground situate and lying near Brooklyn, Anne Arundel County, and described as follows:-

BEGINNING for the same at the intersection formed by the north line of Eleventh Avenue, as now laid out 60 feet wide, and the extension southerly of the center line of a party wall constructed in part on the land herein being described, said point of beginning being also distant 75 feet 9¼ inches westerly from the intersection formed by the extension southerly of the west line of Victory Avenue, as now laid out 55 feet wide, and the extension westerly of the north line of Eleventh Avenue, as now laid out 60 feet wide, and running thence continuously north 16 degrees 18 minutes west 106 feet 9 inches binding on the center line of said party wall so extended, the center line of said party wall and the center line of said party wall extended northerly to intersect the south line of a 15 foot alley there situate, with the right of user thereof in common with others; thence binding on the south line of said alley north 77 degrees 36 minutes 47 seconds east 17 feet 10¾ inches to the intersection formed by the northerly extension of the center line of a party wall constructed in part on the land herein being described; thence continuously south 16 degrees 18 minutes east 104 feet binding on the said center line of said party wall so extended, the center line of said party wall and the center line of Eleventh Avenue; thence, binding on the said north line of Eleventh Avenue, south 68 degrees 48 minutes 44 seconds west 17 feet 10¾ inches to the place of beginning. The improvements thereon being known as No. 210 Eleventh Avenue.

In fee simple

The improvements whereon consist of a 2 story brick, row 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash deposit of $500.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL.
Assignee.

SAM W. PATTISON & CO.,
Auctioneer.

jy-8

LIBER 89 PAGE 147

WALTER S. CALWELL, Assignee
VS.
BUTCH GIBSON AND BESSIE V. GIBSON, his wife

IN THE CIRCUIT COURT
OF
ANNE ARUNDEL COUNTY
(In Equity)
No. 10,935

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Assignee of Mortgage, dated June 3rd, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 475 folio 524 from said Butch Gibson and Bessie V. Gibson, his wife to The Title Guarantee Company, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Evening Capital" and "Maryland Gazette" newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 14thday of July, 1954 at three P.M. (E.D.T.) at the Court House Door in Annapolis, and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the north line of Eleventh Street 75 feet 9 1/4 inches west of Victory Avenue, fronting westerly 17 feet 10 3/4 inches with an irregular depth to the south line of a 15 foot alley, the improvements whereon are known as No. 210 Eleventh Avenue, 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 17 July, 1954.

19

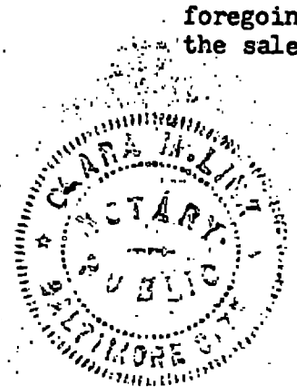
The said fee simple property was sold to The County Trust Company, at and for the sum of Six Thousand ($6000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell - Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 15th day of July, 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, Assignee and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.



Clara M. Link - Notary Public

LIBER 89 PAGE 149

ORDER NISI

Walter S. Calwell,
Assignee

versus

Butch Gibson and
Bessie V. Gibson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,935 Equity

Ordered, this 17 day of July, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, ~~Trustee~~,

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

The report states that the amount of sales to be $ 6,000.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 17 July, 1954.

(Final Order)

Walter S. Calwell,
Assignee

versus

Butch Gibson and
Bessie V. Gibson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of August, 1954, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 24 Aug., 1954.

21

LIBER 89 PAGE 150

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 24, 1954

We hereby certify, that the annexed

Order Nisi

Eq. 10,935

Walter S. Calwell vs.

Butch Gibson.

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 23rd day of August, 1954. The first insertion being made the 22nd day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Aug., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,935 Equity

WALTER S. CALWELL, Assignee
Vs.
BUTCH GIBSON and BESSIE V. GIBSON, his wife.

Ordered, this 17th day of July, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Assignee, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sales to be $8,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-12

No. M.G. .....

22

LIBER 89 PAGE 151

In the Case of

Walter S. Calwell,
Assignee

VS.

Butch Gibson
and
Bessie V. Gibson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,935 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.

October 1, 1954

All of which is respectfully submitted.

Laura K. Dahlinger
Auditor.

Filed 7 Oct., 1954.

Dr. Walter S. Calwell, Assignee, vs. Butch Gibson and Bessie V. Gibson, his wife in ac.

To Assignee for Fee, viz:	50	00		
To Assignee for Commissions, viz:	210	00	260	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	26	25		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Auditor - stating this account	13	50	61	20
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	53	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	10	00		
Sam W. Pattison & Co. - auctioneer's fee	25	00		
C. Osborne Duvall - fee for legal services to defendants (Order 6/22/54)	25	00		
Clerk of Court - recording assignment		75		
One-half Federal documentary stamps	3	30		
One- half State documentary stamps	3	30		
Clara M. Link - notary fee	1	25	136	36
To The County Trust Company, Assignee of the mortgage filed in these proceedings this balance on account mortgage claim	5,581	68	5,581	68
			6,039	24
Amount of mortgage claim filed	5,643	35		
Cr. Amount allowed above	5,581	68		
Balance subject to decree in personam	61	67		

24

with Walter S. Calwell, Assignee Cr.

1954			
July 14	Proceeds of Sale	6,000 00	6,000 00
	Refund 1954 State and County taxes ($85.14 - adjusted to 7/14/54)	39 24	39 24
			6,039 24

ORDER NISI

LIBER 89 PAGE 154

Walter S. Calwell,
Assignee
VERSUS
Butch Gibson
and
Bessie V. Gibson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,935 Equity.

ORDERED, This 7 day of October, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15 day of November next.

John H. Hopkins 3rd, Clerk

Filed 7 Oct, 1954

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of November, 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

Fild 16 Nov, 1954

26

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1954

We hereby certify, that the annexed

Order Nisi - Auditors Acct. Eq 10935

Butch Gibson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of November, 1954. The first insertion being made the 14th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,935 Equity
WALTER S. CALWELL, Assignee
Vs.
BUTCH GIBSON and BESSIE V. GIBSON, his wife.

Ordered, this 7th day of October, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of November next.

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

10-28

No. M.G. 3315

Filed 13 Nov, 1954

27

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	OF
TILDEN O. YANCY AND ROSETTA YANCY, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,009

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 said Tilden O. Yancy and Rosetta Yancy, his wife to Baltimore Federal Savings and Loan Association, dated November 6th, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 374 folio 37.

Walter S. Calwell
Walter S. Calwell -
Attorney Named in Mortgage

John E. Starr
John E. Starr - Solicitor

Filed 12 May, 1954

County Form **V.A.** MORTGAGE

LIBER 89 PAGE 156

No. 11,009 Equity

This Mortgage,

Made this 6th day of November, in the year one thousand, nine hundred and forty-six, between TILDEN O. YANCY and ROSETTA YANCY, his wife of Anne Arundel County, in the State of Maryland, Mortgagors, and the BALTIMORE 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 SIXTEEN HUNDRED ($1600.00) 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 four (4%) per cent per annum in the manner following:

By the payment of Sixteen and 21/100 ($16.21) Dollars, 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, except that the final payment, or the balance of principal and interest remaining unpaid, if not sooner paid, shall be due and payable on the first day of November, 19 56; 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; and (2) 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 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:

BEING known and designated as Lot No. 15 as shown on a Plat of said property surveyed by Thomas H. Disney and now of record in the Land Records of Anne Arundel County in Plat Book No. 1, folio 109.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Eunice Craddock (formerly Eunice Bryant) and husband to the above named Mortgagors.

Plaintiff's Exhibit A

Filed 12 May, 1954.

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.

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 rent of~~ in fee simple forever

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.

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.

3

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, 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 Mortgagors will pay to the Mortgagee, on the first day of each month until the said debt is fully paid the following sums, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts and for periods and in a company or companies satisfactory to the Mortgagee; (These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due, as estimated by the Mortgagee, less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent; and the Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent.) (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies 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; (4) 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; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) 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; (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) that the Mortgagors shall have the right to prepay at any time the entire indebtedness or any part thereof; (9) to pay a "late charge" not to exceed an amount equal to four (4) per cent on any installment paid more than twenty (20) days after due date, to cover the extra expense involved in handling delinquent payments.

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 Walter S. Calwell or Joseph J. Callahan, 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 sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and 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, cost and commission, but said sale may be proceeded with, unless prior to the day appointed therefore, legal tender be made of said principal, interest, costs, expenses and commissions.

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:

Meredith R. Wilson
MEREDITH R. WILSON

Tilden O. Yancy (SEAL)
TILDEN O. YANCY

Rosetta Yancy (SEAL)
ROSETTA YANCY

(SEAL)

(SEAL)

LIBER 89 PAGE 159

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 6th day of November, 19 46, before me, the subscriber, a Notary Public, of the State of Maryland in and for ~~the City aforesaid~~ Baltimore County, personally appeared TILDEN O. YANCY and ROSETTA YANCY, his wife

and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared WALTER S. CALWELL, 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 also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

MEREDITH R. WILSON NOTARY PUBLIC BALTIMORE COUNTY, MD.

Notary Public.

MEREDITH R. WILSON

MORTGAGE

FROM

TILDEN O. YANCY and

ROSETTA YANCY, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

V-1830

BLOCK NO.

Received for Record Nov. 13 19 46

at 2 o'clock M. Same day recorded in Liber No. 374 Folio 37 etc., one of the Land Records of ~~Baltimore City~~, and examined per

Cost of Record, $

CALLAHAN, CALWELL AND PENNIMAN
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
19 EAST FAYETTE STREET
BALTIMORE, MD.

FORM APPROVED ...

READY FOR RECORD ...

LIBER 89 PAGE 160

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

TILDEN O. YANCY AND

ROSETTA YANCY, his wife

IN THE

ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,009

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from said Tilden O. Yancy and Rosetta Yancy, his wife

to Baltimore Federal Savings and Loan Association

dated the 6th day of November 19 46, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 374 Folio 37

Amount of loan	$1600.00
Less - amount paid on principal	1109.91
	490.09
Plus - interest to 6/15/54	17.36
	507.45
Less - balance in expense account	8.39
	499.06

CITY
STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 14th 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 county~~ City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

~~the plaintiff~~ in the above entitled cause, and made oath that the foregoing is a just and true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Filed 15 June, 1954.

6

Attorney Named in Mortgage

~~Mortgage Attorney's Bond.~~ LIBER 89 PAGE 161 1-369

153204

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N.Y.

No. 11,009 Equity

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

NINE HUNDRED AND 00/100 ($900.00) - - - - - - - - - - - - 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 Walter S. Calwell - - - - - - - - - - - -

by virtue of the power contained in a Mortgage from Tilden O. Yancy and Rosetta Yancy, his wife to the Baltimore Federal Savings & Loan Association,

bearing date the 6th day of November nineteen hundred and forty-six,

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H.

No. 374, Folio 37, and he

(Elkridge Landing Road-Anne Arundel County-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

es

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

Signed, Sealed and Delivered in the presence of

Walter S. Calwell (Seal)

(Seal)

(Seal)

Attest: Clara M. Link

Witness as to Surety: Clara M. Link

M.S. Kraus

M.S. Kraus

NEW AMSTERDAM CASUALTY COMPANY

By R. Lee Burgess
Vice-President R. Lee Burgess

Attest E. H. Mercier
Assistant Secretary E. H. Mercier

Approved this 15 June, 1954.
John H. Hopkins, 3rd, Clerk.

Filed 15 June, 1954.

LIBER 89 PAGE 162

No. 11,009 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th 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 Tilden O. Yancy and Rosetta Yancy, 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 has not been ordered to report for service therein, 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

Filed 18 June, 1954.

LIBER 89 PAGE 163

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
TILDEN O. YANCY AND ROSETTA YANCY, his wife	:	(In Equity) No. 11,009

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 6th, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 374 folio 37 from said Tilden O. Yancy and Rosetta Yancy, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Evening Capital" and "Maryland Gazette" newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 15th day of June, 1954 at three P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 15 as shown on Plat of property surveyed by Thomas H. Disney and now recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 2 folio 109, now recorded in Cabinet 2, Rod C-2 Plat 109, 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 Three Hundred ($300.00) 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 June, 1954.

9

The said fee simple property was sold to Edith Clark at and for the sum of Eight Hundred fifty ($850.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 16th 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, Maryland.

ATTORNEY'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY

West side of Elkridge Landing Road (also known as Annapolis & Elkridge Road, near Patapsco Station about 2 mo. east of Elkridge, Fifth Election District of Anne Arundel County.

Under and by virtue of the power and authority contained in a Mortgage from Tilden O. Yancy and Rosetta Yancy, his wife to Baltimore Federal Savings and Loan Association, dated November 6th, 1946 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 874 folio 37 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

TUESDAY, JUNE 15TH, 1954,
AT 2 P. M. (E. D. T.)

all that fee simple lot of ground situate and lying near Patapsco Station, Anne Arundel County, Maryland and described as follows:-

Being known and designated as Lot No. 15 as shown on Plat of property surveyed by Thomas H. Disney and now recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 2 folio 109, now recorded in Cabinet 2, Rod C-2 Plat 109, said lot having a frontage on Elkridge Landing Road, also known as Annapolis & Elkridge Road of 80 feet with a depth of 550 feet X.

The improvements whereon consist of a frame, one story dwelling, containing 4 rooms.

TERMS OF SALE:- A cash deposit of $800.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification by the Circuit Court of Anne Arundel County and to bear interest from date of sale to settlement. Taxes, and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO., INC.,
Auctioneers.

ju-10

10

LIBER 89 PAGE 165

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Tilden O. Yancy and
Rosetta Yancy, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,009 Equity

Ordered, this 18 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, ~~Trustees,~~

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 $ 850.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 18 June, 1954.

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Tilden O. Yancy and
Rosetta Yancy, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th 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

11

LIBER 89 PAGE 166

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,009 Equity

WALTER S. CALWELL, Attorney Named In Mortgage
Vs.
TILDEN O. YANCY And ROSETTA YANCY, His Wife.

Ordered, this 18th 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 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 $850.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

jy-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., July 26, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Equity 11009

Tilden O. Yancy

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 Lillie L. French

No. M. G. 999

12

Filed 26 July, 1954.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Tilden O. Yancy
and
Rosetta Yancy, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,009 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.

October 1, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 7 Oct., 1954

13

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Tilden O. Yancy and Rosetta Yancy, his wife — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	51	97	101	97
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:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	10	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps		55		
One-half State documentary stamps		55		
Clara M. Link --notary fees	1	25	88	87
To Attorney for Taxes, viz:				
1954 State and County taxes -adjusted	12	30	12	30
To Baltimore Federal Savings & Loan Ass'n,				
mortgagee - in full for mortgage claim	499	06	499	06
To Tilden O. Yancy and Rosetta Yancy, his				
wife, mortgagors - this balance	115	00	115	00
			859	45

4

with Walter S. Calwell, Attorney named in Mortgage Cr.

1954						
June	15	Proceeds of Sale	850	00		
		Interest on deferred payment to 9/28/54	9	45	859	45
					859	45

15

LIBER 89 PAGE 170

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Tilden O. Yancy

and

Rosetta Yancy, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,009 Equity.

ORDERED, This 7 day of October, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15 day of November next.

Filed 7 Oct, 1954 John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of November, 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 [redacted] apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson Judge.

Filed 16 Nov, 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,009 Equity

WALTER S. CALWELL, Attorney named in Mortgage

Vs.

TILDEN O. YANCY and ROSETTA YANCY, his wife.

Ordered, this 7th day of October, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-28

No. M.G. 3313

17

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 19 54

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq 11009

Tilden O. Yancy

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of November, 19 54. The first insertion being made the 14th day of October, 19 54.

THE CAPITAL-GAZETTE PRESS, INC.

By Rosie Tate

Filed 13 Nov., 1954.

WALTER R. HARDESTY
420 Reservoir Road, N. W.
Washington, D. C.

vs.

LUCIUS W. GIBBS
JESSIE L. GIBBS, his wife
Woodland Beach
Edgewater, Maryland
LEROY S. BENDHEIM
Woodward Building
Washington, D. C. and
BERNARD M. FAGELSON
126 S. Royal Street
Alexandria, Virginia
Trustees

AND all persons having or claiming to have any interest in the property known as Lots 3798-3799 Plat of Woodland Beach, 1st Election District, Anne Arundel County, Maryland

---

EDWARD McSWEENEY
EMILY McSWEENEY
120 South Market Street
Frederick, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 8 and 9 Block D, Selby-on-the-Bay First Election District, Anne Arundel County, Maryland

---

WINIFRED B. BURROWS
ETTA H. VENERABLE
5008 Batts Avenue
Hyattsville, Maryland
Beulah M. Epling, Assignee
Address Unknown

AND all persons having or claiming to have any interest in the property assessed to Winifred and Etta H. Barrows, known as Lot 324 and Improvements on the Plat of North Selby, First Election District, Anne Arundel County, Maryland

---

VICTOR H. SCHULZ
OLIVIA S. SCHULZ, his wife
927 New Hampshire Avenue, N. W.
Washington, D. C.
GEORGE E. MILLER
Address Unknown

AND all persons having or claiming to have any interest in the property known as Lot "K" Block 4 as shown on the Plat of Arundel on the Bay, Second Election District, Anne Arundel County, Maryland.

NO. 10,816 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Filed 26 Sept., 1953.

VINCENT J. JABLOWSKI
VIRGINIA M. JABLOWSKI
506 Cathedral Street
Baltimore 1, Maryland

AND all persons having or claiming to have any interest in the property located in the 3rd Election District of Anne Arundel County, Maryland, containing .46 of an acre, as shown on the Plat of Manhattan Beach

---

FRANK R. FOSTER
THERESA FOSTER
2035 Gaugh Street
Baltimore 31, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 752, 753, 754, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, on the Plat of Magothy Beach, 3rd Election District of Anne Arundel County, Maryland

---

ALBERT RETOWSKY
3245 Belair Road
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property situate in Bodkin Creek, in the 3rd Election District of Anne Arundel County, Maryland, containing 1.281 Acres.

SUMMERFIELD BURLEY
MARGARET F. BURLEY
Severn, Maryland

AND all persons having or claiming to have any interest in the property containing 1 Acre, situate near Smith's Station in the 4th Election District of Anne Arundel County, Maryland

---

JOHN F. DIXON
SADIE DIXON
1924 Barclay Street
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property containing 1 Acre, situated at Furnace Branch Road, in the 5th Election District of Anne Arundel County, Maryland

---

VIRGIL LEROY GAITHER
MILDRED THIAS GAITHER
34 Central Avenue
Mt. Claire, New Jersey

AND all persons having or claiming to have any interest in the property containing 1.181 Acres on the South East side of Camp Meade Road, Near Severn, in the 5th Election District of Anne Arundel County, Maryland.

MINNIE WELLS
ALBERT HALL
MARY HALL
36 Calvert Street
Annapolis, Maryland

AND all persons having or claiming to have any interest in the property on Clay Street in the City of Annapolis, Maryland, containing 701 square feet.

JOHN F. BRENNAN
3921 Elbert Avenue
Alexandria, Virginia

AND all persons having or claiming to have any interest in the property known as Lots 8-9-10, Block D on the Plat of Deale Beach in the 7th Election District of Anne Arundel County, Maryland

---

CHARLOTTE SMITH
c/o Sarah Johnson
Churchton, Maryland

AND all persons having or claiming to have any interest in the property containing 4.65 Acres more or less, near Churchton in the 7th Election District of Anne Arundel County, Maryland

---

WILLIAM A. BOSWELL
MARTHA F. BOSWELL
420- 24th Street, N. E.
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lots 30-31-32, Block 24 on the Plat of Columbia Beach in the 7th Election District of Anne Arundel County, Maryland

---

JOSEPH BISCIEGLIA
1165 Morse Street, N. E.
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lots 5833 and 5834 Woodland Beach, in the First Election District of Anne Arundel County, Maryland

---

GEORGE B. CANTWELL
c/o J. E. Tanner
3144 M Place, S. E.
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lots 6242 and 6243 on the 4th Map of Woodland Beach, in the First Election District of Anne Arundel County, Maryland

---

MATTHEW WALTER KEMP
2916 Nash Place, S. E.
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lots 3895, 3896, 3897, 3898 and 3899, on the Second Map of Woodland Beach in the First Election District of Anne Arundel County, Maryland

---

CHARLES R. SIMPSON
1216 - 10th Street, N. E.
Apt. 102, Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lots 2902 and 2903, on the Second Map of Woodland Beach First Election District of Anne Arundel County, Maryland

---

RELMOND R. STEVENS
JAMES O. STEVENS
2725 Bladensburg Street, N. E.
Washington, D. C.

AND all persons having or claiming to have any interest in the property assessed to Relmond R. Stevens and known as Lots 3934, 3935, 3936, 3937, and 3938 on the Second Map of Woodland Beach, First Election District of Anne Arundel County, Maryland

---

RUTH HARRISON
916-16th Street, N. W.
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lot 127, on the Plat of North Selby in the First Election District of Anne Arundel County, Maryland

---

JOHN F. NEWMAN, JR., c/o Comdr., N.Y. Group 16 Fleet - N.Y. Naval Shipyard Annex, Bayonne, New York - U.S.S. Bancroft

AND all persons having or claiming to have any interest in a tract of land containing 7.35 Acres in the First Election District of Anne Arundel County, Maryland, at Selby-on-the-Bay.

NICHOLAS H. SHEA
4915 Hillbrook Lane
Washington, D. C.

AND all persons having or claiming to have any interest in the property assessed to N. H. Shea, 4915 Hillbrook Lane, Washington, D. C., being Lots E and F, Block 17, Arundel-on-the-Bay, in the Second Election District of Anne Arundel County, Maryland

---

EMMA B. HAMMER
JANE HAMMER
1907 Eutaw Place
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lot 24, Block 1, on the Revised Plat #5 - Manhattan Beach, in the 3rd Election District of Anne Arundel County, Maryland

---

JEREMIAH WRIGHTSON
CORA E. WRIGHTSON
2430 Frederick Avenue
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 41-42, Block 23 Carrollton Manor, in the 3rd Election District of Anne Arundel County, Maryland

---

5

HELEN A. MOSMILLER
VIRGINIA R. BROADBECK
4630 Homer Avenue
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 32, 33 and 34, Block 7, on the Plat of Cedarhurst, in the 4th Election District of Anne Arundel County, Maryland

---

ALVIS J. TRANSON
TERETHA E. TRANSON
915 S. Sharp Street
Baltimore, Maryland
EDWARD J. KESSLER, Mortgagee
Address Unknown

AND all persons having or claiming to have any interest in the property known as Lot 10 - Snowdentown, containing 3 acres in the Fourth Election District of Anne Arundel County, Maryland

---

KATE G. SHEPHERD
ETHEL M. SHEPHERD
HENRY A. SHEPHERD
c/o H. H. Wilson
1001 Court Square Building
Baltimore, Maryland

AND all persons having or claiming to have any interest in the property assessed to Ethel M. Shepherd, being Lots 18-20-22-and 24, Block 23 - Woodlawn Heights, in the 5th Election District of Anne Arundel County, Maryland

---

ANNA HALLAMEYER
c/o J. W. Hallameyer
1310 Linden Avenue
Baltimore 17, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 17-18, Block L on the Plat of Arundel Manor, in the 5th Election District of Anne Arundel County, Maryland

---

MARY A. CONNOLLY
Long Prairie, Minnesota

AND all persons having or claiming to have any interest in the property known as Lot 60, Block G, Plat 4 - Selby-on-the-Bay, in the First Election District of Anne Arundel County, Maryland

CORNELIA VIRGINIA DAVY
920 M. Street, N. W.
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lot 181, Plat 7 of North Selby, in the First Election District of Anne Arundel County, Maryland

---

A. CYNTHIA HANAN
151 W. 66th Street
New York, N. Y.

AND all persons having or claiming to have any interest in the property known as Lot No. 191, North Selby, in the First Election District of Anne Arundel County, Maryland

---

LOUELLA LITTLEPAGE
1015 N Street, N. W.
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lot 298 Selby Heights, First Election District of Anne Arundel County, Maryland

---

MISS E. S. WADELL
1500 Massachusetts Ave., N. W.
Washington, D. C.

AND all persons having or claiming to have any interest in the property known as Lot 325, Plat of Selby Heights, recorded in Plat Book F.S.R. No. 3 folio 62, First Election District of Anne Arundel County, Maryland

---

EUGENE PELZ
Severn, Maryland

AND all persons having or claiming to have any interest in the property known as Lots 49, 50 and 51, Section "O", Plat of Glen Burnie Heights, Plat Book G.W. No. 3 folio 185, in the Third Election District of Anne Arundel County, Maryland

---

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, Complaining, says:

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

SECOND: That on or about the 8th day of October, 1951, the certificates of tax sale attached hereto and marked, "Complainant's Exhibit No. 1," were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, which certificates are prayed to be taken as part hereof.

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

A: Certificate No. 1634: All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and known as Lots 3798 and 3799, "Second Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 11, and being the same property which was conveyed to Lucius W. Gibbs and Jessie L. Gibbs, his wife, by Leon G. Stanton and Violet M. Stanton, his wife, by deed dated July 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 481 folio 14, and conveyed by Deed of Trust to Leroy S. Bendheim, whose last known address was Woodward Building, Washington, D. C.; and Bernard M. Fagelson, whose last known address was 126 S. Royal Street, Alexandria, Virginia, Trustees, dated July 22, 1948, and recorded among the aforesaid Land Records in Liber J.H.H. 481 folio 16; and assessed on the date of the collector's sale to Jessie L. and Lucius Gibbs, whose last known address was Woodland Beach, Edgewater, Anne Arundel County, Maryland. The amount due on the date of sale was $270.00.

B. Certificate No. 1635: All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County, being Lots 8 and 9, Block D, Selby-on-the-Bay, and more particularly described as follows:

8

Beginning at a point distant 350 feet from the intersection of the Northeast side of Second Avenue with the Northwest side of Holly Avenue and running thence along said side of Holly Avenue 100 feet to the divisional line of Lots 9 and 10; thence with the last mentioned divisional line and continuing with the divisional line of Lots 8 and 22, 100 feet to the divisional line of Lots 7 and 8, thence with the last mentioned divisional line 100 feet to Holly Avenue and the place of beginning.

Being part of the same property which was conveyed to Edward McSweeney and Emilie McSweeney, his wife, by Otis L. Williams, et al, by deed dated September 7, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 106 folio 251, and assessed on the date of the collector's sale to Edward McSweeney and Emily McSweeney, whose last known address was 120 South Market Street, Frederick, Maryland. The amount due on the date of sale was $70.00.

C. Certificate No. 1636: All that lot of ground, situate, lying and being in the First Election District of Anne Arundel County and known as Lot No. 324 on the plat of the subdivision of North Selby, said plat filed among the Plat Records of Anne Arundel County in F.S.R. No. 3 folio 39. Being the same property which was conveyed by T. D. Sowers and Allease R. Sowers, his wife, to Winifred B. Burrows and Etta H. Venerable by deed dated January 31, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 511 folio 211, and was mortgaged by Winifred B. Burrows and Etta H. Venerable to T. D. Sowers and Allease R. Sowers by mortgage dated January 31, 1949, recorded in Liber J.H.H. 511 folio 214, and assigned to Beulah M. Epling; and assessed on the date of the collector's sale to Winifred and Etta H. Barrows, whose last known address was 5808 Batts Avenue, Hyattsville, Maryland. The amount due on the date of sale was $110.00.

D. Certificate No. 1640: All that lot of ground, situate, lying and being in the Second Election District of Anne Arundel County and known as Lot "K" in Block 4 at Arundel-on-the-Bay, and being the same property which was conveyed to Victor H. Schulz and Olevia S. Schulz, his wife, by deed dated June 8, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.

9

No. 289 folio 90; and the said Victor H. Schulz entered into an agreement of sale for said lot with George E. Miller, dated July 26, 1949 and recorded among said Land Records in Liber J. H. H. No. 542 folio 345; and assessed on the date of the collector's sale to Victor H. Schultz, whose last known address was 927 New Hampshire Avenue, N. W., Washington, D. C. The amount due on the date of sale was $100.00.

E. Certificate No. 1647: All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, containing .46 of an acre, and more fully described in the deed to Vincent J. Jablowski by Clayton W. Bordley, Inc., dated December 17, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 505 folio 393, and assessed on the date of the collector's sale to Vincent J. Jablowski and Virginia M. Jablowski, whose last known address was 506 Cathedral Street, Baltimore 1, Maryland. The amount due on the date of sale was $100.00.

F. Certificate No. 1650: All those lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 752, 753, 754, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051 and 1052, as shown on the "Magothy Beach" Plat, which is recorded among the Plat Records of Anne Arundel County in F. S. R. Plat Book No. 4 folio 15. Being the same property which was conveyed to Frank R. Foster and Theresa Foster, his wife, by Upper Magothy Beach Corporation, by deed dated October 31, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 319 folio 286; and by the Magothy Homestead Corporation by deed dated March 19, 1946 and recorded among said Land Records in Liber J.H.H. No. 371 folio 121; and assessed on the date of the collector's sale to Frank R. Foster and Theresa Foster, whose last known address was 2035 Gaugh Street, Baltimore 31, Maryland. The amount due on the date of sale was $275.00.

G. Certificate No. 1657: All that tract of land, situate, lying and being in the Third Election District of Anne Arundel County, containing 1.281 Acres on Back Creek in Bodkin Creek. Being a part of the same property which was conveyed to Albert Retowsky and Katherine Retowsky, his wife, by deed dated November 19, 1931 and recorded among the Land Records of Anne Arundel County in

Liber F.S.R. No. 101 folio 39, and assessed on the date of the collector's sale to Albert Retowsky, whose last known address was 3245 Belair Road, Baltimore, Maryland. The amount due on the date of sale was $225.00.

H. Certificate No. 1661: All that lot of ground, situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows:

Beginning for the same at a stone planted at the end of the 4th line of the whole tract of ground (being the 5th lot in deed from Wellham C. Warfield G.W. 59/95) and running thence on a point of the 5th line North 82 degrees W. 6/8 perches to a stone now set South 4 3/4 Degrees East 25½ perches to a stone now set: thence North 85¾ degrees East 6/6 perches to a stone now set in said 4th line and thence North 4 3/4 degrees West 24 perches to the place of beginning.

Being the same property which was conveyed by Joseph P. Reynolds, Jr. and Elizabeth B. Reynolds, by deed dated July 31, 1945 and recorded among the Land Records of Anne Arundel County in J.H.H. No. 337 folio 406; and assessed on the date of the collector's sale to Summerfield Burley, whose last known address was Severn, Maryland. The amount due on the date of sale was $50.86.

I. Certificate No. 1669: All that tract of land, situate, lying and being in the Fifth Election District of Anne Arundel County, containing One Acre and described as follows:

Beginning for the same at a pipe set on the north side of a 12 foot right of way leading from the Furnace Branch road through the Dotson and Blackwell properties, said pipe being located along the north side of said right of way, South 80 degrees 26 minutes West, 702.29 feet from the West side of the Furnace Branch State Road, said point being also located in the first line of a conveyance from William C. Dotson and wife to Norman Blackwell and Alethia, his wife, by deed dated May 7, 1928 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 195 folio 52, a distance of south 80 degrees 26 minutes West, 190.29 feet from the beginning thereof; and running from thence and crossing said right of way and through the Blackwell property of which the herein described is a part, South 29

//

degrees 26 minutes West, 200 feet to a pipe, and North 79 degrees 45 minutes West 458.4 feet to a pipe set on the north side of the aforementioned right of way, thence with the same, North 80 degrees 26 minutes East, 419. feet to a stone; thence continuing the same course, North 80 degrees 26 minutes East 136 feet to the place of beginning.

Being the same property which was conveyed to John F. Dixon and Sadie Dixon, his wife, by Norman Blackwell and Alethia Blackwell, his wife, by deed dated June 14th, 1947, and recorded among said Land Records in Liber J.H.H. No. 436 folio 503, and assessed on the date of the collector's sale to John F. Dixon and Sadie Dixon, whose last known address was 1924 Barclay Street, Baltimore, Maryland. The amount due on the date of sale was $500.00.

J. Certificate No. 1670: All that tract of land, situate, lying and being in the Fifth Election District of Anne Arundel County, containing 1.181 Acres on the South East side of Camp Meade Road, situate near Severn, and being a part of the same property which was conveyed by Marie Taylor and William Henry Taylor, her husband, to Virgil Leroy Gaither and Mildred Thias Gaither, by deed dated November 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 195 folio 166; and assessed on the date of the collector's sale to Mildred T. Gaither and Virgie L. Gaither, whose last known address was 34 Central Avenue, Mt. Claire, New Jersey. The amount due on the date of sale was $35.00.

K. Certificate No. 1674. All that lot of ground, situate, lying and being in the City of Annapolis, Maryland, and described as follows:

Beginning for the same at a point distant from the Northwest corner of Washington and Clay Streets on the north side of Clay Street in a Northwesterly direction 126 feet to the Southwest corner of a lot owned by Maud E. Morrow and husband; and thence at right angles to said Clay Street in a Northeasterly direction 70 feet and 9 inches to the beginning of the lot now conveyed by said Morrow to Wiley H. Bates, and then with the fence at the rear of Morrow's lot now built upon S. 81 degrees 30 minutes East 31 feet and 6 inches to the fence, then N. 8 degrees 30 minutes East 22 feet and 3 inches to the lot now owned by said Wiley H. Bates and with the same N. 81 degrees

30 minutes W. 31 feet and 6 inches to a stake, and then South 8 degrees 30 minutes E. 22 feet and 3 inches to the beginning. Containing 701 square feet of ground.

Being the same property which was conveyed to Minnie Wells, Albert Hall and Mary Hall, his wife by Rebecca Hall, widow, by deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 69 folio 192; and assessed on the date of the collector's sale to Minnie Wells, et al, whose last known address was c/o Rebecca E. Hall, 36 Calvert Street, Annapolis, Maryland. The amount due on the date of sale was $400.00.

L. Certificate No. 1676: All those lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County and designated as Lots 8, 9 and 10, Block D, as shown on the Plat of Deale Beach, which plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4 folio 22. Being the same property which was conveyed to John F. Brennan by The Bay Beach Realty Company, by deed dated October 27, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 157 folio 169, and assessed on the date of the collector's sale to John F. Brennan, whose last known address was 3921 Elbert Avenue, Alexandria, Virginia. The amount due on the date of sale was $25.38.

M. Certificate No. 1679: All that tract of land, situate, lying and being in the Seventh Election District of Anne Arundel County, containing 4.65 Acres, more or less. Being a part of the same property which was conveyed by Eugene P. Childs, Assignee, to Charlotte Smith, by deed dated January 10, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 178 folio 10; and assessed on the date of the collector's sale to Charlotte Smith, whose last known address was c/o Sarah Johnson, Churchton, Maryland. The amount due on the date of sale was $200.00.

N. Certificate No. 1687: All those lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County designated as Lots Nos. 30, 31 and 32 in Block 24, as shown on a plat entitled Columbia Beach, Plat 3, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1, Plat 11. Being the same property which was conveyed by

Columbia Beach, Inc. to William A. Boswell and Martha F. Boswell, his wife, by deed dated February 12, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 398 folio 212; and assessed on the date of the collector's sale to Wm. A. and Martha Boswell, whose last known address was 420 - 24th Street, N. E., Washington, D. C. The amount due on the date of sale was $115.21.

O. Certificate No. 1683:

(1) - All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 5833 and 5834 on the plat entitled "4th Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3 folio 27. Being a part of the same property which was conveyed to Joseph Biscieglia by Frank I. Williams and Edith McC. Williams, his wife, by deed dated July 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111 folio 587; and assessed on the date of the collector's sale to Joseph Biscieglia, whose last known address was 1165 Morse Street, N. E., Washington, D. C. These lots were erroneously advertised in the Collector's advertisement as Lots 5883 and 5834, Woodland Beach.

(2) - All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 6242 and 6243 on the plat entitled "4th Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3 folio 27. Being the same property which was conveyed by Frank I. Williams and Edith McC. Williams, his wife, to George B. Cantwell, by deed dated July 12, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 111, folio 528; and assessed on the date of the collector's sale to George B. Cantwell, whose last known address was c/o J. E. Tanner, 3144 M Place, S. E., Washington, D. C.

(3) - All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 3895, 3896, 3897, 3898 and 3899, on the Second Map of Woodland Beach, said plat recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3 folio 25. Being the same pro-

perty which was conveyed to Matthew Walter Kemp by Warren Smadbeck and Violeta Smadbeck, his wife, by deed dated November 10, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 368 folio 144; and assessed on the date of the collector's sale to Matthew W. Kemp, whose last known address was 2916 Nash Place, S. E., Washington, D. C.

(4) - All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 2902 and 2903 on the Second Map of Woodland Beach. Being the same property which was conveyed by Frank I. Williams and wife to Charles R. Simpson by the two following deeds - one dated August 21, 1933 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 126 folio 181, and the other dated January 29, 1934, and recorded among said Land Records in Liber W.M.B. No. 126 folio 183; and assessed on the date of the collector's sale to Charles R. Simpson, whose last known address was 1216 - 10th Street, N. E., Apt. 102, Washington, D. C.

(5) - All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 3934, 3935, 3936, 3937 and 3938 on the Second Map of Woodland Beach. Being the same property which was conveyed to Relmond R. Stevens and James O. Stevens by T. Carroll Worthington, et al, by deed dated August 22, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 375 folio 465, and assessed on the date of the collector's sale to Relmond R. Stevens and James O. Stevens, whose last known address was 2725 Bladensburg Street, N. E., Washington, D. C.

(6) - All that lot of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lot 127 on the Map of the subdevelopment of North Selby, said plat recorded in the Plat Records of said County in Plat Book F.S.R. No. 3 folio 39. Being the same property which was conveyed by Williams Realty Company, Inc. to Ruth Harrison by deed dated February 18, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 150 folio 23; and assessed on the date of the collector's sale to Ruth Harrison, whose last known address was 916 - 16th Street,

N. W., Washington, D. C.

(7) - All that tract of ground, situate, lying and being in the First Election District of Anne Arundel County, near Selby-on-the-Bay, containing 7.35 Acres. Being a part of the same property which was conveyed by George E. Rullman, Assignee to John F. Newman, by deed dated August 6, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 49 folio 486, and a part of the same property devised to John F. Newman by will of Anna M. Newman, and assessed on the date of the collector's sale to J. F. Newman, Jr., whose last known address was c/o Comdr. N. Y. Group 16 Fleet, N. Y. Naval Shipyard Annex, Bayonne, N. Y. - U.S.S. Bancroft.

The total amount due on the date of sale under Certificate No. 1683 was $226.40.

P. Certificate No. 1684:

(1) - All those lots of ground, situate, lying and being in the Second Election District of Anne Arundel County and designated as Lots E and F in Block 17, Arundel-on-the-Bay; and assessed on the date of the collector's sale to N. H. Shea, whose last known address was 4915 Hillbrook Lane, Washington, D. C.

(2) - All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lot No. 24 in Block 1 on the sub-division known as Manhattan Beach on the Revised Plat No. 5 of Manhattan Beach. Being the same property which was conveyed to Emma B. Hammer and Jane Hammer by the Upper Ashburton Realty Company, Inc. by deed dated July 17, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 112 folio 234; and assessed on the date of the collector's sale to Emma B. Hammer, whose last known address was 1907 Eutaw Place, Baltimore, Md.

(3) - All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and designated as Lots Nos. 41 and 42, Block 23, Carrollton Manor, as shown by Plat recorded in Plat Book F.S.R. No. 3 folio 80 and 81, among the Plat Records of Anne Arundel County. Being the same property which was conveyed by Fred E. Kroker and Ethel W. Kroker, his wife, to Cora E. Wrightson and Jeremiah Wrightson, her husband, by deed dated March 1, 1934 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 120 folio 407; and assessed on the date of the col-

lector's sale to Jeremiah Wrightson and Cora E. Wrightson, whose last known address was 2430 Frederick Avenue, Baltimore, Maryland.

The total amount due on the date of sale under Certificate No. 1684 was $325.00.

Q. Certificate No. 1685:

(1) - All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County and designated as Lots Nos. 32, 33 and 34, Block 7 on the Plat of Cedarhurst, said plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3 folio 37. Being the same property which was conveyed by the A. J. Watkins Realty Corporation to Helen A. Mosmiller and Virginia R. Broadbeck by deed dated April 10, 1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 23 folio 485; and assessed on the date of the collector's sale to Mrs. Helen Mossmiller and V. R. Broadbeck, whose last known address was 4630 Homer Avenue, Baltimore, Maryland.

(2) - All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County, containing 3 acres and designated as Lot No. 10 on a plat made by Edward Hall, Jr., County Surveyor in January 1941. Being the same property which was conveyed to Alvis J. Transon and Teretha E. Transon by James Robbins and Bessie Robbins, his wife, by deed dated July 23, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 336 folio 144, and mortgaged to Edward J. Kessler by mortgage dated February 21, 1946 and recorded among the said Land Records in Liber J.H.H. No. 358 folio 400; and assessed on the date of the collector's sale to Alvis J. Transon and Teretha Transon, whose last known address was 915 S. Sharp Street, Baltimore, Maryland.

(3) - All those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County and designated as Lots Nos. 18, 20, 22 and 24, Block 23, on the Plat of Woodlawn Heights, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60 folio 79. Being the same property which was conveyed to Kate Shepherd by The Arundel Realty Company, et al, by deed dated March 5, 1912, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 73 folio 61; and assessed on the

date of the collector's sale to Ethel M. Shepherd, whose last known address was c/o H. H. Wilson, Trustee, 1001 Court Square Building, Baltimore, Maryland.

(4) - All those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County and designated as Lots 17 and 18, Block L on the Plat of Arundel Manor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1 folio 350, Section 4. Being the same property which was conveyed by the United Realty and Home Builders Corporation to Anna Hallameyer by deed dated October 11, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 98 folio 75; and assessed on the date of the collector's sale to Anna Hallamjer, whose last known address was 1310 Linden Avenue, Baltimore 17, Maryland.

The total amount due on the date of sale under Certificate No. 1685 was $325.00.

R. Certificate No. 1686:

(1) - All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot 60, Block G, Plat 4 Selby-on-the-Bay, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 folio 26, and more fully described in the deed from Otis L. Williams, Jr., et al, to Mary A. Connolly, dated October 10, 1932 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 104 folio 154; and assessed on the date of the collector's sale to Mary A. Connolly, whose last known address was Long Prairie, Minnesota.

(2) - All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot No. 181 on Plat 7 of North Selby, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 folio 39, and more fully described in a deed from Otis L. Williams, Jr., et al, to Cornelia Virginia Davy, dated December 20, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 110 folio 178; and assessed on the date of the collector's sale to Virginia Cornelia Davey, whose last known address was 920 M Street, N. W., Washington, D. C.

(3) - All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot No. 191 on the Plat of North Selby, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 folio 39, and more fully described in the deed from Sarah A. Silliman to A. Cynthia Hanan, dated September 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 385 folio 484; and assessed on the date of the collector's sale to Cynthia A. Hanan, whose last known address was 151 W. 66th Street, New York, N. Y.

(4) - All that lot of ground situate, lying and being in the First Election District of Anne Arundel County and designated as Lot No. 298 on the Plat of Selby Heights. Being a part of the same property which was conveyed by diZerga and Company, Inc. to Louella Littlepage by deed dated December 6, 1939 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 212 folio 212; and assessed on the date of the collector's sale to Louella Littlepage, whose last known address was 1015 N Street, N. W., Washington, D. C.

(5) - All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot No. 325 on the Plat of Selby Heights, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3 folio 62. Being the same property which was conveyed by Otis L. Williams, et al, to Miss E. S. Waddell by deed dated November 25, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 122 folio 286; and assessed on the date of the collector's sale to Miss E. S. Waddell, whose last known address was 1500 Massachusetts Avenue, N. W., Washington, D. C.

(6) - All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, being Lots Nos. 49, 50 and 51, Section O, on the Plat of Glen Burnie Heights, said plat recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 3 folio 185. Being the same property which was conveyed by Robert Reynolds and Margaret Reynolds, his wife, to Eugene Pelz, by deed dated November 30, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 295 folio 320;

and assessed on the date of the collector's sale to Eugene Pelz, whose last known address was Severn, Maryland.

The total amount due on the date of sale under Certificate No. 1686 was $225.00.

FOURTH: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FIFTH: The complainant prays for process directed to the above-named respondents, whose last known addresses are set out with their names after the description of each property.

SIXTH: The complainant prays for an order of publication directed to all parties in interest in the various properties.

SEVENTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 8, 1951, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Sections 90 and 91 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

EIGHTH: The Complainant prays the court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Marvin I. Anderson

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

M.A.

(1) ✓ LIBER 89 PAGE 191

1634

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W. R. Hardesty 4420 Reservoir Rd. N W Wash D.C at public auction for the sum of 270 Dollars and 00 Cents, of which 55.15 Dollars has been paid as a deposit on the property in 1 Dist described as Lots 3798-3799 - Impr as shown on the plat of Woodland Beach, A A Co. Ass'd 750

and assessed to Jesse L & Lucinda Gibbons

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Gorden Notary Public.

NELLIE ELIZABETH GORDEN NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

My Commission Expires May 4, 1953

"Exhibit No. 1"

Filed 26 Sept., 1953.

21

(2) ✓ 1635

LIBER 89 PAGE 192

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W.R. Hardesty 4+20 Reservoir Rd N W Wash. D. C. at public auction for the sum of 70 Dollars and 00 Cents, of which 37.61 Dollars has been paid as a deposit on the property in 1 Dist described as Lots 8-9 Blk D. 50X 100 Ea. as shown on the plat of Selby on Bay A A Co. Pls #10 and assessed to Edward Emily McSweeney

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling Notary Public.

My Commission Expires May 4 1953

"Exhibit No.1"

Filed 26 Sept, 1953.

22

1636 LIBER 89 PAGE 193

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W R Harbaty 4420 Reservoir Rd NW Wash D C at public auction for the sum of 110 Dollars and 00 Cents, of which 57.16 Dollars has been paid as a deposit on the property in 1 Dist described as Lot 324, 50 x 140 Ao + Imps as shown on the plat of North Selby, A A Co. Ass. $1175

and assessed to Winifred + Etta H. Burrows.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
~~County Treasurer~~ Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

NOTARY PUBLIC ANNE ARUNDEL COUNTY

"Exhibit No. 1"
Filed 26 Sept., 1953.

23

1640

LIBER 89 PAGE 194

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W.R. Hardisty 4420 Reservoir Rd NW Wash D.C. at public auction for the sum of 100 Dollars and 00 Cents, of which 37.95 Dollars has been paid as a deposit on the property in 2 Dist described as Lot K Blk 4 as shown the ~~the~~ plat of Arundel-on Bay A A Co. Ass. 275

and assessed to Victor H. Schultz

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 9-1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

NOTARY PUBLIC

"Exhibit No. 1"

Filed 26 Sept., 1953.

24

(5) 1647

LIBER 89 PAGE 195

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W. R. Hardisty 4420 Reservoir Rd. NW Wash. D.C. at public auction for the sum of 100 Dollars and 00 Cents, of which 62.97 Dollars has been paid as a deposit on the property in 3 Dist described as 1 Lot or .46 Acres as shown on the plat of Manhattan Beach A. A. Co.

Ass = 800

and assessed to Vincent J. & Virginia M. Jablowski

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
~~County Treasurer~~ Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

My Commission Expires May 4, 1953

"Exhibit No. 1"

Filed 26 Sept., 1953.

25

1650 LIBER 89 PAGE 196

(6)

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W R Hardesty 4420 Reservoir Rd NW Wash DC at public auction for the sum of 275 Dollars and 00 Cents, of which 68.44 Dollars has been paid as a deposit on the property in 3 Dist described as Lots 752-753-754 20X 120 Ea. Lots 1041-1042-1043-1044-1045 1046-1047-1048-1049-1050-1051-1052 20X120 Ea. as shown on the plat of Upper Magothy Beach Ass 1338.00 and assessed to Frank R + Theresa Dattel

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling Notary Public.

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

My Commission Expires May 4, 1953

"Exhibit No. 1"

Filed 26 Sept, 1953.

26

(7) 1657

LIBER 89 PAGE 197

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W R Hardisty 1330 Reservoir Rd N W Wash D C at public auction for the sum of 225 Dollars and 00 Cents, of which 28 67 Dollars has been paid as a deposit on the property in 3 Dist described as 1.281 Acres + Imps situated at Bodkin Creek, A A Co.

Ass. $483.00

and assessed to Albert Retowsky

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

"Exhibit No. 1"

Filed 26 Sept, 1953

27

(8) 1661

LIBER 89 PAGE 198

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W R Hardisty 4420 Reservoir Rd NW Wash DC at public auction for the sum of 50 Dollars and 86 Cents, of which 50.86 Dollars has been paid as a deposit on the property in 4 Dist described as 1 Acre lot & Imps situated near Smith Station A A Co.

Ass. = $950

and assessed to Summerfield Burley

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

My Commission Expires May 4, 1953

"Exhibit No. 1"
Filed 26 Sept., 1953

28

(9) 1669

LIBER 89 PAGE 199

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W. R. Hardisty, 4420 Reservoir Rd N W Wash D C at public auction for the sum of 500 Dollars and 00 Cents, of which 45.99 Dollars has been paid as a deposit on the property in 5 Dist described as 1 Acre & Imp. situated at Murnage Br. Rd A. A. Co.

Ass. $950.00

and assessed to John F. & Sadie Dixon.

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Nellie E. [illegible] Sterling
Notary Public

My Commission Expires May 4, 1953

"Exhibit No. 1"
Filed 26 Sept, 1953.

29

(10) 1670

LIBER 89 PAGE 200

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W R Hardicty 4420 Reservoir Rd Wash. D.C. at public auction for the sum of 25 Dollars and 00 Cents, of which 17.40 Dollars has been paid as a deposit on the property in 5 Dist described as 1.181 Acres E. S Camp Meade Road situated near Severn, A A Co.

Ass. = 120

and assessed to Mildred T + Virgie L Gaither

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

NOTARY PUBLIC

My Commission Expires May 4, 1953

"Exhibit No. 1"

ok

Filed 26 Sept., 1953.

30

(11) 1674 Annapolis 49 LIBER 89 PAGE 201

(Sold to Annapolis 1949 — Det my Co assigned to Annapolis)

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer

County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W.P. Hardesty 4420 Reservoir St NW Wash D C. at public auction for the sum of 400 Dollars and 00 Cents, of which 65.23 Dollars has been paid as a deposit on the property in 6 described as Lot + Imps situated at Clay St Annapolis, A. A. Co.

Ass.# 380

and assessed to Minnie Wells Et al

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 9-th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

"Exhibit No. 1"
Filed 26 Sept., 1953.

31

12 1676

LIBER 89 PAGE 202

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W. R. Hardesty 4420 Geservair Rd NW Wash D.C at public auction for the sum of 25 Dollars and 38 Cents, of which 25.38 Dollars has been paid as a deposit on the property in 7 Dist described as Lots 8-9-10 Blk D as shown on the plat of Deale Beach A A Co.

Ass $225

and assessed to John N. Brennan

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND

My Commission Expires May 4, 1953

ok

"Exhibit No. 1"
Filed 26 Sept., 1953.

32

✓ 1 4.09 LIBER 89 PAGE 203

1679

13

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W. P. Hardesty 4420 Reservoir St NW Wash D C at public auction for the sum of 200 Dollars and 00 Cents, of which 45.93 Dollars has been paid as a deposit on the property in 7 Dist described as 4 + 65/100 Acre + Imps situated at Churchton A A Co.

Ass. $950

and assessed to Charlotte Smith c/o Sarah Johnson - Churchton c/o Crandall's Store

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

My Commission Expires May 4, 1953

1950 taxes open ok

Taxes for 1951 1952 are paid by C. Smith

33

"Exhibit No. 1" Filed 26 Sept., 1953.

14 1687

LIBER 89 PAGE 204

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October Oct 8th 1951 I sold to W. R. Hardisty 4420 Reservoir Rd N W Wash D C at public auction for the sum of 115 Dollars and 21 Cents, of which 115.21 Dollars has been paid as a deposit on the property in 7 Dist described as Lots 30-31-32 Blk 24 & Imps. as shown on the plat of Columbia Beach A A Co. Ass. = 1840

and assessed to Wm. A & Martha Boswell

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

"Exhibit No. 1"
Filed 26 Sept., 1953

34

LIBER 89 PAGE 205

15 1683

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. (County Treasurer), Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W. P. Hardesty 1420 Reservoir St NW Wash D.C. at public auction for the sum of 226 Dollars and 40 Cents, of which 226.40 Dollars has been paid as a deposit on the property in ..... described as See description on back of sheet

and assessed to (See other side)

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 8th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Harkins
Notary Public.

My Commission Expires May 4, 1953

"Exhibit No. 1"
Filed 26 Sept, 1953

35

16 1/2 Refunded in this Certificate

1684

CERTIFICATE OF TAX SALE

LIBER 89 PAGE 206

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October Oct 8-1951, I sold to W R Hardisty 4420 Reservoir Rd NW. Wash. DC. at public auction for the sum of 325 Dollars and 00 Cents, of which 140.37 Dollars has been paid as a deposit on the property in described as See reverse side for description

and assessed to (See other side)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

My Commission Expires May 4, 1953

"Exhibit No. 1"
Filed 26 Sept, 1953.

36

(17) Over LIBER 89 PAGE 207

1685 redeemed on this Certificate

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W R Hardesty 4420 Reservoir Rd NW Wash. D C at public auction for the sum of 325 Dollars and 00 Cents, of which 67.00 Dollars has been paid as a deposit on the property in ..... described as See Reverse side for description

and assessed to (see other side)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

My Commission Expires May 4, 1953

"Exhibit No. 1"
Filed 26 Sept, 1953.

37

LIBER 89 PAGE 208, Lot to be eliminated 1-

4686

(18)

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., County Treasurer, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 8th 1951, I sold to W P Hardisty 4420 Reservoir Rd NW Wash D C at public auction for the sum of 225 Dollars and 00 Cents, of which 97.03 Dollars has been paid as a deposit on the property in ..... described as See Reverse side for description

and assessed to (see other side)

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 9th 1952, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8th day of Oct 1951

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Set:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Harlan
Notary Public.

My Commission Expires May 4 1953

"Exhibit No. 1"
Filed 26 Sept, 1953

38

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

NO. 10,816 EQUITY - IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY- WALTER R. HARDISTY vs. LUCIUS W. GIBBS and JESSIE L. GIBBS, LEROY S. BENDHEIM, BERNARD M. FAGELSON, EDWARD McSWEENEY and EMILY Mc SWEENEY, WINIFRED B. BURROWS, ETTA H. VENERABLE, BEULAH M. EPLING, VICTOR H. SCHULZ and OLIVIA S. SCHULZ, GEORGE E. MILLER, VINCENT J. JABLOWSKI and VIRGINIA M. JABLOWSKI, FRANK R. FOSTER and THERESA FOSTER, ALBERT RETOWSKY, SUMMERFIELD BURLEY and MARGARET F. BURLEY, JOHN F. DIXON and SADIE DIXON, VIRGIL LEROY GAITHER and MILDRED THIAS GAITHER, MINNIE WELLS, ALBERT HALL and MARY HALL, JOHN F. BRENNAN, CHARLOTTE SMITH, WILLIAM A. BOSWELL and MARTHA F. BOSWELL, JOSEPH BISCIEGLIA, GEORGE B. CANTWELL, MATTHEW WALTER KEMP, CHARLES R. SIMPSON, RELMOND R. STEVENS and JAMES O. STEVENS, RUTH HARRISON, JOHN F. NEWMAN, JR., NICHOLAS H. SHEA, EMMA B. HAMMER and JANE HAMMER, JEREMIAH WRIGHTSON and CORA E. WRIGHTSON, HELEN A. MOSMILLER and VIRGINIA R. BROADBECK, ALVIS J. TRANSON and TERETHA E. TRANSON, KATE G. SHEPHERD, ETHEL M. SHEPHERD, HENRY A. SHEPHERD, EDWARD J KESSLER ANNA HALLAMEYER, MARY A. CONNOLLY, CORNELIA VIRGINIA DAVY, A. CYNTHIA HANAN, LOUELLA LITTLEPAGE, Miss E. S. WADELL, EUGENE PELZ, and all persons having or claiming to have any interest in the property hereinafter described.

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

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First, Second, Third, Fourth, Fifth, Sixth and Seventh Election Districts of Anne Arundel County sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and known as Lots 3798 and 3799, "Second Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 11.

B. All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County, being Lots 8 and 9, Block D, Selby-on-the-Bay.

C. All that lot of ground, situate, lying and being in the First Election District of Anne Arundel County and known as Lot No. 324 on the plat of the subdivision of North Selby, said plat filed among the Plat Records of Anne Arundel County in F.S.R.No. 3 folio 39.

D. All that lot of ground, situate, lying and being in the Second Election District of Anne Arundel County and known as Lot "K" in Block 4 at Arundel-on-the-Bay, and being the same property which was conveyed to Victor H. Schulz and Olevia S. Schulz, his wife, by deed dated June 8, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 289. folio 90.

E. All that lot of ground situate, lying and being in the Third Election District of Anne Arundel County, containing .46 of an acre, and more fully described in the deed to Vincent J. Jablowski by Clayton W. Bordley, Inc., dated December 17, 1948 and

38

Filed 6 Oct., 1953.

recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 505 folio 393.

F. All those lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Nos. 752, 753, 754, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051 and 1052, as shown on the "Magothy Beach" Plat, which is recorded among the Plat Records of Anne Arundel County in F.S.R. Plat Book No. 4 folio 15.

G. All that tract of land, situate, lying and being in the Third Election District of Anne Arundel County, containing 1.281 Acres on Back Creek in Bodkin Creek. Being a part of the same property which was conveyed to Albert Retowsky and Katherine Retowsky, his wife, by deed dated November 19, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 101 folio 39.

H. All that lot of ground, situate, lying and being in the Fourth Election District of Anne Arundel County, and described as follows: Beginning for the same at a stone planted at the end of the 4th line of the whole tract of ground (being the 5th lot in deed from Wellham C. Warfield G.W. 59/95) and running thence on a point of the 5th line North 82 degrees W. 6/8 perches to a stone now set South 4 3/4 degrees East 25½ perches to a stone now set; thence North 85¼ degrees East 6/6 perches to a stone now set in said 4th line and thence North 4 3/4 degrees West 24 perches to the place of beginning. Being the same property which was conveyed by Joseph P. Reynolds, Jr. and Elizabeth B. Reynolds, by deed dated July 31, 1945 and recorded among the Land Records of Anne Arundel County in J.H.H. No. 337 folio 406.

I. All that tract of land, situate, lying and being in the Fifth Election District of Anne Arundel County, containing One Acre and more fully described in the deed to John F. Dixon and Sadie Dixon, his wife, by Norman Blackwell and Alethia Blackwell, his wife, dated June 14, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 436 folio 503.

J. All that tract of land, situate, lying and being in the Fifth Election District of Anne Arundel County, containing 1.181 Acres on the South East side of Camp Meade Road, situate near Severn, and being a part of the same property which was conveyed by Marie Taylor and William Henry Taylor, her husband to Virgil Leroy Gaither and Mildred Thias Gaither, by deed dated November 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 195 folio 166.

K. All that lot of ground, situate, lying and being in the City of Annapolis, Maryland, and described as follows: Beginning for the same at a point distant from the Northwest corner of Washington and Clay Streets on the north side of Clay Street in a Northwesterly direction 126 feet to the Southwest corner of a lot owned by Maud E. Morrow and husband; and thence at right angles to said Clay Street in a Northeasterly direction 70 feet and 9 inches to the beginning of the lot now conveyed by said Morrow to Wiley H. Bates, and then with the fence at the rear of Morrow's lot now built upon S. 81 degrees 30 minutes East 31 feet and 6 inches to the fence, then N. 8 degrees 30 minutes East 22 feet and 3 inches to the lot now owned by said Wiley H. Bates and with the same N. 81 degrees 30 minutes W. 31 feet and 6 inches to a stake, and then South 8 degrees 30 minutes E. 22 feet and 3 inches to the beginning. Containing 701 square feet of ground. Being the same property which was conveyed to Minnie Wells, Albert Hall and Mary Hall, his wife, by Rebecca Hall, widow, by deed dated August 16, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 69 folio 192.

L. All those lots of ground, situate, lying and being

99

in the Seventh Election District of Anne Arundel County and designated as Lots 8, 9 and 10, Block D, as shown on the Plat of Deale Beach, which plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 4 folio 22.

M. All that tract of land, situate, lying and being in the Seventh Election District of Anne Arundel County, containing 4.65 Acres, more or less. Being a part of the same property which was conveyed by Eugene P. Childs, Assignee, to Charlotte Smith, by deed dated January 10, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 178 folio 10.

N. All those lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County designated as Lots Nos. 30, 31 and 32 in Block 24, as shown on a plat entitled Columbia Beach, Plat 3, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1, Plat 11.

O. (1) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 5833 and 5834 on the plat entitled "4th Map of Woodland Beach", which plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R. No. 3 folio 27. These lots were erroneously advertised in the Collector's advertisement as Lots 5883 and 5834, Woodland Beach.

(2) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 6242 and 6243 on the plat entitled "4th Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Liber F.S.R.No. 3 folio 27.

(3) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 3895, 3896, 3897, 3898 and 3899, on the Second Map of Woodland Beach, said plat recorded among the Plat Records of Anne Arundel County in Liber F.S.R.No. 3 folio 25.

(4) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 2902 and 2903 on the Second Map of Woodland Beach.

(5) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 3934, 3935, 3936, 3937 and 3938 on the Second Map of Woodland Beach.

(6) All that lot of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lot 127 on the Map of the subdevelopment of North Selby, said plat recorded in the Plat Records of said County in Plat Book F.S.R.No. 3 folio 39.

(7) All that tract of ground, situate, lying and being in the First Election District of Anne Arundel County, near Selby-on-the Bay, containing 7.35 Acres. Being a part of the same property which was conveyed by George E. Rullman, Assignee to John F. Newman, by deed dated August 6, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 49 folio 486, and a part of the same property devised to John F. Newman by will of Anna M. Newman.

P. (1) All those lots of ground, situate, lying and being in the Second Election District of Anne Arundel County and designated as Lots E and F in Block 17, Arundel-on-the-Bay.

(2) All that lot of ground situate, lying and being

in the Third Election District of Anne Arundel County and known as Lot No. 24 in Block 1 on the sub-division known as Manhattan Beach on the Revised Plat No. 5 of Manhattan Beach.

(3) All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and designated as Lots Nos. 41 and 42, Block 23, Carrollton Manor, as shown by Plat recorded in Plat Book F.S.R.No. 3 folio 80 and 81.

Q. (1) All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County and designated as Lots Nos. 32, 33 and 34, Block 7 on the Plat of Cedarhurst, said plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 3 folio 37.

(2) All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County, containing 3 acres and designated as Lot No. 10 on a plat made by Edward Hall, Jr., County Surveyor in January 1941. Being the same property which was conveyed to Alvis J. Transon and Teretha E. Transon, by James Robbins and Bessie Robbins, his wife, by deed dated July 23, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 336 folio 144.

(3) All those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County and designated as Lots Nos. 18, 20, 22 and 24, Block 23, on the Plat of Woodlawn Heights, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 60 folio 79.

(4) All those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County and designated as Lots 17 and 18, Block L on the Plat of Arundel Manor, said plat recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 1 folio 350, Section 4.

R. (1) All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot 60, Block G, Plat 4 Selby-on-the-Bay, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 26.

(2) All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot No. 181 on Plat 7 of North Selby, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 39.

(3) All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot No. 191 on the Plat of North Selby, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 39.

(4) All that lot of ground situate, lying and being in the First Election District of Anne Arundel County and designated as Lot No. 298 on the Plat of Selby Heights.

(5) All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot No. 325 on the Plat of Selby Heights, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R.No. 3 folio 62.

(6) All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, being Lots Nots. 49, 50 and 51, Section 0, on the Plat of Glen Burnie Heights, said plat recorded among the Plat Records of Anne Arundel County in Plat Book G.W.No. 3 folio 185.

41

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

It is thereupon, this 6 day of October, 1953, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 9 day of December, 1953, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

John H. Hopkins, 3rd,
Clerk

TRUE COPY TEST:

_____
Clerk

42

WALTER R. HARDESTY 420 Reservoir Road, N.W. Washington, D. C.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
SUMMERFIELD BURLEY, et al MARGARET F. BURLEY Severn, Maryland	:	NO. 10,816 Equity
	:	

: : : : :

PETITION TO REDEEM

The Petition of Summerfield Burley and Margaret F. Burley, two of the Defendants in the above entitled proceeding, by Louis M. Strauss, Attorney, respectfully represents:

1. That your petitioners are the owners of a certain lot of ground of ground located in the Fourth Election District of Anne Arundel County, Maryland, to wit: One (1) acre of land near Smith's Station, as alleged in the Bill of Complaint filed herein.

2. That your Petitioners desire to redeem said property.

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

AND, as in duty bound, etc.

Louis M. Strauss

Louis M. Strauss
Attorney for Petitioners

I hereby certify that a copy of the foregoing petition has been mailed this 7th day of January, 1954 to Marvin I. Anderson, Attorney, 20 West Street, Annapolis, Maryland.

Filed 7 Jan., 1954.

43

ORDER OF COURT

Upon the foregoing Petition, it is this 8 day of January, 1954, by the Circuit Court for Anne Arundel County in Equity, ORDERED that Summerfield Burley and Margaret F. Burley be and they are hereby permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court by subsequent Order shall fix as necessary for redemption, in accordance with the provisions of Section 92 of Article 81 of the Annotated Code of Maryland (1951 Edition).

Benjamin Underwood
Judge

44

Filed 8 Jan., 1954

WALTER R. HARDISTY 420 Reservoir Road, N. W. Washington, D. C.	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM A. BOSWELL MARTHA F. BOSWELL et al	:	ANNE ARUNDEL COUNTY
	:	NO. 10,816 EQUITY
	:	

: : : : ::: : : : :

APPLICATION TO THE COURT
TO FIX THE AMOUNT
NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of William A. Boswell and Martha F. Boswell, two of the Defendants in the above-entitled case, respectfully represents:

1. That your petitioners are the owners of the property heretofore sold at tax sale and described herein under Paragraph 3-N of the Bill of Complaint.

2. That they desire to redeem the property and therefore apply to the Court to fix the amount necessary for redemption in accordance with Article 81 of the Annotated Code of Maryland, 1951 Edition.

William A. Boswell
William A. Boswell

Marvin I. Anderson
Marvin I. Anderson
Attorney for Plaintiff

Martha F. Boswell
Martha F. Boswell

Filed 25 Jan., 1954

ORDER OF COURT FIXING THE
AMOUNT FOR REDEMPTION

Ordered this 28th day of January, 1954, by the Circuit Court for Anne Arundel County that William A. Boswell and Martha F. Boswell, two of the Defendants in the above-entitled case, reimburse the said Walter R. Hardisty and the County Trea-

45

Filed 28 Jan., 1954

surer for the following items in accordance with the provisions of Article 81 of the Annotated Code of Maryland:

To County Treasurer of Anne Arundel County for back taxes (1950, 1952, 1953 & 1954, incl)		$258.05
To Walter R. Hardisty:		
Interest on Deposit of $115.21 (2 years 3 mos.) -	$15.53	
Proportionate share of Court Costs	6.50	
Service of Process	1.00	
Proportionate share of Advertising	7.00	
Attorney's fee for examining title	25.00	55.03
	Total -	$313.08

And upon payment of the aforegoing items the property of the Defendants herein named, William A. Boswell and Martha F. Boswell, be discharged from the effect of these proceedings.

James C. [illegible]
JUDGE

I hereby agree to the passage of the aforegoing Order.

Marvin I. Anderson
Marvin I. Anderson
Attorney for Plaintiff

Filed 25 Jan., 1954

46

LIBER 89 PAGE 218

WALTER R. HARDISTY 420 Reservoir Road, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
vs.	:	FOR
SUMMERFIELD BURLEY MARGARET F. BURLEY, et al	:	ANNE ARUNDEL COUNTY NO. 10,816 EQUITY

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

ORDER OF COURT FIXING THE AMOUNT FOR REDEMPTION

Ordered this 9th day of ~~January~~ February, 1954, by the Circuit Court for Anne Arundel County that Summerfield Burley and Margaret F. Burley, two of the Defendants in the above-entitled proceeding, reimburse the said Walter R. Hardisty and the County Treasurer for the following items in accordance with the provisions of Article 81 of the Annotated Code of Maryland:

To County Treasurer of Anne Arundel County for back taxes (1950 through 1954)		$131.30
To Walter R. Hardisty:		
Interest on Deposit of $50.86 (2 years and 3 months) -	6.75	
Proportionate share of Court Costs	6.50	
Service of Process	1.00	
Proportionate share of Advertising	7.00	
Attorney's fee for examining title	25.00	46.25
Total -		$177.55

And upon payment of the aforegoing items the property of the Defendants herein named, Summerfield Burley and Margaret F. Burley, his wife, be discharged from the effect of these proceedings.

Benjamin Michaelson
JUDGE

47

Filed 9 Feb, 1954.

We hereby agree to the passage of the aforegoing Order.

Louis M. Strauss
Attorney for Summerfield Burley
and Margaret F. Burley

Marvin I. Anderson
Attorney for Plaintiff

48

Filed 9 Feb., 1954.

WALTER R. HARDISTY 420 Reservoir Road, N. W. Washington, D. C.	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
SUMMERFIELD BURLEY MARGARET F. BURLEY, et al	:	ANNE ARUNDEL COUNTY
	:	No. 10,816 Equity

: : : : : :

RECEIPTS OF AMOUNTS FOR REDEMPTION

MR. CLERK:

Payment for back taxes to the County Treasurer of Anne Arundel County (1950 through 1954) amounting to $131.30 has been made and received, and payment for the redemption due to the Plaintiff has been received, in accordance with the Order of this Honorable Court filed herein.

Marvin I. Anderson
Attorney for Plaintiff

Joseph H. Griscom, Sr.
Treasurer - Anne Arundel County

49

Filed 17 Feb., 1954.

WALTER R. HARDISTY 420 Reservoir Road, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
vs.	:	FOR
WINIFRED B. BURROWS ETTA H. VENERABLE et al	:	ANNE ARUNDEL COUNTY NO. 10,816 EQUITY

APPLICATION TO THE COURT
TO FIX THE AMOUNT
NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Winifred B. Burrows and Etta H. Venerable, two of the Defendants in the above-entitled case, respectfully represents:

1. That your petitioners are the owners of the property heretofore sold at tax sale and described herein under Paragraph 3-C of the Bill of Complaint.

2. That they desire to redeem the property and therefore apply to the Court to fix the amount necessary for redemption in accordance with Article 81 of the Annotated Code of Maryland, 1951 Edition.

Winifred B. Burrows

Marvin I. Anderson
Attorney for Plaintiff

Etta H. Venerable

Filed 25 June, 1954

ORDER OF COURT FIXING THE
AMOUNT FOR REDEMPTION

Ordered this 25th day of June, 1954, by the Circuit Court for Anne Arundel County that Winifred B. Burrows and Etta H. Venerable, two of the Defendants in the above-entitled case reimburse the said Walter R. Hardisty and the County Treasurer for

50

Filed 25 June, 1954

the following items in accordance with the provisions of Article 81 of the Annotated Code of Maryland:

To County Treasurer of Anne Arundel County for back taxes (1950 through 1954, incl)		$146.49
To Walter R. Hardisty:		
Proportionate share of Court Costs	6.50	
Service of Process	1.00	
Proportionate share of Advertising	7.00	
Attorney's fee for examining title	25.00	39.50
	Total -	$185.99

And upon payment of the aforegoing items the property of the Defendants herein named, Winifred B. Burrows and Etta H. Venerable, be discharged from the effect of these proceedings.

Benjamin Richardson
JUDGE

51

Walter R. Hardisty	:	
	:	No. 10,816 Equity
vs.	:	
	:	In The Circuit Court
Lucius W. Gibbs and	:	
Jessie L. Gibbs,	:	For
Leroy S. Bendheim	:	
Bernard M.Fagelson, et al	:	Anne Arundel County
	:	

Petition To Redeem

The Petition of Lucius W. Gibbs and Jessie L. Gibbs, his wife, two of the Defendants in the above entitled proceedings, by Winson G. Gott,Jr., their attorney, respectfully represents:

1. That your Petitioners are the owners of Numbers 3798 and 3799, Woodland Beach, First Election District of Anne Arundel County, State of Maryland, as alleged in the Bill of Complaint filed herein.

2. That your Petitioners desire to redeem said property.

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

And, as in duty bound, etc.

Winson G. Gott

Winson G.Gott,Jr.,Lee Bldg.Annapolis
Attorney for Petitioners

I hereby certify that a copy of the foregoing petition has been mailed to Marvin I. Anderson, Attorney, 20 West Street, Annapolis,Md., this 28th day of July, 1954.

Winson G. Gott

Winson G.Gott,Jr.,Attorney

52

Filed 28 July, 1954.

OFFICE OF

LIBER 89 PAGE 224

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 6, 1953

We hereby certify, that the annexed

Order Publication - Eq. 10816

Walter R. Hardisty vs Lucinda Gibbs

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 9th day of December, 1953. The first insertion being made the 8th day of October, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 31 July, 1954

Marvin I. Anderson - Solicitor
20-U West Street, A[illegible]polis, Maryland

NO. 10,816 EQUITY. IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY — WALTER B. HARDISTY vs. LUCIUS W. GIBBS and JESSIE L. GIBBS, LEROY S. BENDHEIM, BERNABD M. FAGELSON, EDWARD McSWEENEY and EMILY McSWEENEY, WINIFRED B. BURROWS, ETTA H. VENERABLE, BEULAH M. EPLING, VICTOR H. SCHULZ and OLIVIA S. SCHULZ, GEORGE E. MILLER, VINCENT J. JABLOWSKI and VIRGINIA M. JABLOWSKI, FRANK B. FOSTER and THEBESA FOSTER, ALBERT RETOWSKY, SUMMERFIELD BURLEY and MARGARET F. BURLEY, JOHN F. DIXON and SADIE DIXON, VIRGIL LEROY GAITHER and MILDRED THIAS GAITHER, MINNIE WELLS, ALBERT HALL and MARY HALL, JOHN F. BRENNAN, CHARLOTTE SMITH, WILLIAM A. BOSWELL and MARTHA F. BOSWELL, JOSEPH BISCIEGLIA, GEORGE B. CANTWELL, MATTHEW WALTER KEMP, CHARLES R. SIMPSON, RELMOND B. STEVENS and JAMES O. STEVENS, RUTH HARRISON, JOHN F. NEWMAN, JR., NICHOLAS H. SHEA, EMMA B. HAMMER and JANE HAMMER, JEREMIAH WRIGHTSON and COBA E. WRIGHTSON, HELEN A. MOSMILLER and VIRGINIA B. BROADBECK, ALVIS J. TRANSON and TERETHA E. TRANSON, KATE G. SHEPHERD, ETHEL M. SHEPHERD, HENRY A. SHEPHERD, EDWARD J. KESSLER, ANNA HALLAMEYER, MARY A. CONNOLLY, CORNELIA VIRGINIA DAVY, A. CYNTHIA HANAN, LOUELLA LITTLEPAGE, MISS E. S. WADELL, EUGENE PELZ, and all persons having or claiming to have any interest in the property hereinafter described.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the First, Second, Third, Fourth, Fifth, Sixth and Seventh Election Districts of Anne Arundel County sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

No. 53

A. All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and known as Lots 3708 and 3709, "Second Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 11.

B. All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County, being Lots 8 and 9, Block D, Selby-on-Bay.

C. All that lot of ground, situate, lying and being in the First Election District of Anne Arundel County and known as Lot No. 324 on the plat of the subdivision of North Selby, said plat filed among the Plat Records of Anne Arundel County in F. S. R. No. 3 folio 39.

D. All that lot of ground, situate, by Marie Taylor and William Henry Taylor, her husband to Virgil Leroy Gaither and Mildred Thias Gaither, by deed dated November 16, 1938, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 105 folio 100.

K. All that lot of ground, situate, lying and being in the City of Annapolis, Maryland, and described as follows: Beginning for the same at a point distant from the Northwest corner of Washington and Clay Streets on the north side of Clay Street in a Northwesterly direction 126 feet to the Southwest corner of a lot owned by Maud E. Morrow and husband; and thence at right angles to said Clay Street in a Northeasterly direction 70 feet and 9 inches to the beginning of the lot now conveyed by said Morrow to Wiley H. Bates, and then with the fence at the rear of Morrow's lot now built upon S. 81 degrees 30 minutes East 31 feet and 6 inches to the fence, then N. 8 degrees 30 minutes East 22 feet and 3 inches to the lot now owned by said Wiley H. Bates and with the same N. 81 degrees 30 minutes W. 31 feet and 6 inches to a stake, and then South 8 degrees 30 minutes E. 22 feet and 3 inches to the beginning. Containing 701 square feet of ground. Being the same property which was conveyed to Minnie Wells, Albert Hall and Mary Hall, his wife, by Rebecca Hall, widow, by deed dated August 10, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 69 folio 192.

L. All those lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County and designated as Lots 8, 9 and 10, Block D, as shown on the Plat of Deale Beach, which plat is recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 4 folio 22.

M. All that tract of land, situate, lying and being in the Seventh Election District of Anne Arundel County, containing 4.65 Acres, more or less. Being a part of the same property which was conveyed by Eugene P. Childs, Assignee, to Charlotte Smith, by deed dated January 10, 1938, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 178 folio 10.

N. All those lots of ground, situate, lying and being in the Seventh Election District of Anne Arundel County designated as Lots Nos. 30, 31 and 32 in Block 24, as shown on a plat entitled Columbia Beach, Plat 3, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod E-1, Plat 11.

O. (1) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 5833 and 5834 on the plat entitled "4th Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 3 folio 27. These lots were erroneously advertised in the Collector's advertisement as Lots 5883 and 5834, Woodland Beach.

(2) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 6242 and 6243 on the plat entitled "4th Map of Woodland Beach," which plat is recorded among the Plat Records of Anne Arundel County in Liber F. S. R. No. 3 folio 27.

(3) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 3895, 3896, 3897, 3898 and 3899, on the Second Map of Woodland Beach, said plat recorded among the Plat Records of Anno Arundel County in Liber F. S. R. No. 3 folio 25.

(4) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 2902 and 2903 on the Second Map of Woodland Beach.

(5) All those lots of ground, situate, lying and being in the First Election District of Anne Arundel County and designated as Lots Nos. 3934, 3935, 3936, 3937 and 3938 on the Second Map of Woodland Beach.

Lot 60, Block G, Plat 4 Selby-on-the-Bay, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3 folio 26.

(2) All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot No. 181 on Plat 7 of North Selby, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 3 folio 39.

(3) All that lot of ground situate, lying and being in the First Election District of Anne Arunel County, being Lot No. 191 on the Plat of North Selby, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3 folio. 39.

(4) All that lot of ground situate, lying and being in the First Election District of Anne Arundel County and designated as Lot No. 208 on the Plat of Selby Heights.

(5) All that lot of ground situate, lying and being in the First Election District of Anne Arundel County, being Lot No. 325 on the Plat of Selby Heights, said plat recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 3 folio 62.

(6) All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County, being Lots Nos. 49, 50 and 51, Section O, on the Plat of Glen Burnie Heights, said plat recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 3 folio 185.

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

It is thereupon, this 6th day of October, 1953 by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 9th day of December, 1953, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd, Clerk

TRUE COPY TEST:

JOHN H. HOPKINS, 3rd, Clerk

o-29

lying and being in the Second Election District of Anne Arundel County and known as Lot "K" in Block 4 at Arnndel-on-the-Bay, and being the same property which was conveyed to Victor H. Schulz and Olivia S. Schulz, his wife, by deed dated June 8, 1943 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 289, folio 90.

E. All that lot of groood situate, lying and being in the Third Electinn District of Anne Arnndel County, cootaining .46 of an acre, and more fully described in the deed to Vincent J. Jablowski by Clayton W. Bordley, Inc., dated December 17, 1948 and recorded amnng the Land Recnrds of Anne Arundel Cnunty in Liber J. H. H. Nn. 505 fnlio 393.

F. All those lots of grnnnd, situote, lying and being in the Third Electinn District of Anne Arnndel Cnnty and known as Lots Nos. 752, 753, 754, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051 and 1052, as shown nn the "Magothy Beach" Plat, which is recnrded among the Plat Records nf Anne Arundnl County in F. S. R. Plat Bonk Nn. 4 folio 15.

G. All thnt tract of land, sitnate, lying ond boing in the Third Election District nf Anne Arundel Cnunty, cnntaining 1.281 Acres on Back Creek in Bodkin Creek, Being a part of the same pnperty which was cnnveyed to Albert Retowsky and Katherine Retowsky, his wife, by deed dated Nnvember 10, 1931 and recorded among the Land Recnrds nf Anne Arnndel Cnnnty in Liber F. S. R. No. 101 folio 39.

H. All that lot of grnnnd, sitnate, lying and being in the Fourth Election District of Anne Arondel County, and described as follows: Beginning for the same at a stone planted at the end of the 4th line of the whole tract of grnnd (being the 5th lot in deed from Wellham C. Warfield G. W. 50/05) and running thence nn a point of the 5th line North 82 degrees W. 0/8 perches to a stone now set South 4 3/4 degrees East 25¼ perches to a stone now set; thence North 85¼ degrees East 0/6 perches to a stone now set in said 4th line and thence North 4 3/4 degrees West 24 perches to the place of beginning. Being the sama property which was conveyed by Joseph P. Reynnlds, Jr., and Elisahetb B. Reynolds, by deed doted July 31, 1945 and recorded among the Land Records of Anoe Arundel County in J. H. H. Nn. 337 fnlin 400.

I. All that tract of land, sitoate, lying and being in the Fifth Election District of Anne Arundel County, containing One Acre and more folly described in the deed to Jnbn F. Dixon and Sadie Dixon, bis wife, by Norman Blackwell and Alethia Blackwell, bis wife, dated June 14, 1947 and recorded amoog the Land Records of Anne Arundel County in Liber J. H. H. No. 436 folio 503.

J. All that tract of land, situate, lying and belog in the Fifth Election District of Anne Arondel County, containing 1.181 Acres on the Sonth East side nf Camp Meade Road, sitnate near Severn, and being a part of the sama property which was conveyad

(6) All that lot of grnnd, situate, lying and being in the First Electinn District of Anne Arundel County and designated as Lot 127 on the Map of the sobdevelopment of North Selby, said plat recorded in the Plat Recnrds nf said County in Plat Book F. S. R. No. 3 folio 39.

(7) All that tract of grnnd, sitnate, lying and being in tbe First Election District of Anne Arondel Cnnty, near Selby-on-tbe-Bay, containing 7.35 Acres. Being a part of tbe same property which was conveyed by George E. Rnllmsn, Assignee to Jnbn F. Newman, by deed dated August 6, 1929, and recorded among the Land Recnrds nf Anne Arnndel Cnnty in Liber F. S. R. No. 49 fnlio 486, and a part of the same property devised to John F. Newman by will of Anna M. Newman.

P. (1) All those lots of grnnnd, sitonte, lying and being in the Secnnd Election District of Anne Arnndel Cnnty and designated as Lots E and F in Block 17, Arundel-on-the-Bay.

(2) All that lot of grnnd sitnate, lylog and being in the Third Election District of Anne Arondel Cnnnty and known as Lot No. 24 in Block 1 on the sub-divisinn knnwn as Manhattan Beach on the Revised Plat No. 5 of Manbattan Beach.

(3) All those lnts nf ground sitnate, lying and being in the Third Electinn District of Anne Arnndel Cnnty and designated as Lots Nos. 41 and 42, Block 23, Carrollton Manor, as shown by Plat recorded in Plat Book F. S. R. No. 3 folio 80 and 81.

Q. (1) All those lots of grnnd sitnate, lying and being in the Fourth Election District of Anne Arundel Cnnnty and designated as Lots Nos. 32, 33 and 34, Block 7 on the Plat of Cedarhorst, said plat recorded among the Plat Records of Anne Arnndel Cnnnty in Plat Book W. N. W. Nn. 3 folio 37.

(2) All that tract of land situate, lying and being in the Fonrth Election District of Anne Arnndel County, cnntaining 3 acres and designated as Lot No. 10 on a plat made by Edward Hall, Jr., Cnnnty Snrveyor in January 1941. Being the same pnperty which was conveyed to Alvis J. Transon and Teretha E. Transon, by James Robbins and Bessie Robbins, bis wife, by deed dated July 23, 1945 and recorded among the Land Records of Anne Arondel Cnnnty in Liber J. H. H. No. 336 folio 144.

(3) All those lots of grnnnd situate, lying and being in the Fifth Election District of Anne Arnndel Cnnnty and designated as Lots Nns. 18, 20, 22 and 24, Block 23, on the Plat of Woodlawn Heights, recorded among the Land Records of Anne Arondel Cnnnty in Liber G. W. No. 60 folio 79.

(4) All those lots of grnnnd situate, lying and being in the Fifth Election District of Anne Arundel Cnnnty and designated as Lots 17 and 18, Block L on the Plat of Arundel Manor, said plat recorded among tha Plat Records nf Anne Arundel Cnnnty in Plat Bonk W. N. W. No. 1 folio 350, Section 4.

R. (1) All that lnt nf grnund sitnate, lying and being in the First Electinn District of Anne Arnndel Cnnnty, being

WALTER R. HARDISTY 420 Reservoir Road, N. W. Washington, D. C. Plaintiff	:	NO. 10,816 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
LUCIUS W. GIBBS JESSIE L. GIBBS, his wife, et al Defendants	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Walter R. Hardisty, by Marvin I. Anderson, his Attorney, respectfully shows:

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

Edward McSweeney
Vincent J. and Virginia M. Jablowski
Frank R. and Theresa Foster
Albert Retowsky
John F. and Sadie Dixon
Minnie Wells, Albert Hall and Mary Hall
Charlotte Smith
Emma B. Hammer and Jane Hammer
Jeremiah Wrightson and Cora E. Wrightson
Helen A. Mosmiller and Virginia R. Broadbeck
Alvis J. Transon
Kate G. Shepherd, Ethel M. and Henry A. Shepherd
Anna Hallameyer
Eugene Pelz

2. That the following Defendants were returned "Summoned:"

Emily McSweeney
Teretha E. Transon

3. That the following Non-Resident Defendants have neither appeared nor answered as required by the Order of Publication although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached:

Victor H. Schulz, Olivia S. Schulz and George E.Miller
Virgil Leroy Gaither and Mildred Thias Gaither
John F. Brennan
Joseph Biscieglia
George B. Cantwell

54

Filed 31 July, 1954.

Matthew Walter Kemp
Charles R. Simpson
Relmond R. Stevens and James O. Stevens
Ruth Harrison
John F. Newman, Jr.
Nicholas H. Shea
Mary A. Connolly
Cornelia Virginia Davy
A. Cynthia Hanan
Louella Littlepage
Miss E. S. Wadell

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

Marvin L. Anderson
Solicitor for Petitioner

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and that the Defendants above mentioned were either returned twice "Non Est", or were summoned to appear but failed to appear, or failed to appear or answer as required by the Order of Publication although the time for so doing has expired.

It is, thereupon, this 2d day of August, 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint, be, and the same is hereby taken pro confesso against said Defendants and each of said Defendants.

Benjamin Michaelson
JUDGE

43

Filed 2 Aug., 1954

LIBER 89 PAGE 229

WALTER R. HARDISTY 420 Reservoir Road, N. W. Washington, D. C.	:	IN THE CIRCUIT COURT
vs.	:	FOR
LUCIUS W. GIBBS JESSIE L. GIBBS, his wife, LEROY S. BENDHEIM BERNARD M. FAGELSON, et al	:	ANNE ARUNDEL COUNTY NO. 10,816 EQUITY

ORDER OF COURT FIXING THE AMOUNT FOR REDEMPTION

Ordered this 2d day of August, 1954, by the Circuit Court for Anne Arundel County that Lucius W. Gibbs and Jessie L. Gibbs, his wife, two of the Defendants in the above-entitled proceedings, reimburse the said Walter R. Hardisty and the County Treasurer for the following items in accordance with the provisions of Article 81 of the Annotated Code of Maryland:

To County Treasurer of Anne Arundel County for back taxes (1949 through 1954)		$126.72
To Walter R. Hardisty:		
Proportionate share of Court Costs	6.50	
Service of Process	1.00	
Proportionate share of Advertising	7.00	
Attorney's fee for examining title	25.00	39.50
		Total-$166.22

And upon payment of the aforegoing items the property of the Defendants herein named, Lucius W. Gibbs and Jessie L. Gibbs, his wife, be discharged from the effect of these proceedings.

Benjamin Michaelson
JUDGE

Filed 2 Aug., 1954.

56

We hereby agree to the passage of the aforegoing Order.

Winson G. Gott, Jr.
Attorney for Lucius W. Gibbs and
Jessie L. Gibbs

Marvin I. Anderson
Attorney for Walter R. Hardisty

57

Filed 2 Aug., 1954

WALTER R. HARDISTY 420 Reservoir Road, N. W. Washington, D. C.	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
CHARLOTTE SMITH et al	:	ANNE ARUNDEL COUNTY
	:	NO. 10,816 EQUITY

: : : : :

APPLICATION TO THE COURT
TO FIX THE AMOUNT
NECESSARY FOR REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Sarah E. Johnson, daughter of Charlotte Smith, one of the Defendants in the above-entitled case, respectfully represents:

1. That your petitioner is one of the heirs of the property heretofore sold at tax sale and described herein under Paragraph 3-M of the Bill of Complaint.

2. That she desires to redeem the property and therefore applies to the Court to fix the amount necessary for redemption in accordance with Article 81 of the Annotated Code of Maryland, 1951 Edition.

Sarah E Johnson
Sarah E. Johnson

Marvin I. Anderson
Marvin I. Anderson
Attorney for Plaintiff

Filed 21 Aug., 1954.

ORDER OF COURT FIXING THE
AMOUNT FOR REDEMPTION

Ordered this 23d day of August, 1954, by the Circuit Court for Anne Arundel County that Sarah E. Johnson, daughter of Charlotte Smith, one of the Defendants in the above-entitled case reimburse the said Walter R. Hardisty and the County Treasurer for the following items in accordance with the provisions

Filed 21 Aug., 1954.

of Article 81 of the Annotated Code of Maryland:

To County Treasurer of Anne Arundel County for back taxes (1950 through 1954, incl.)		$60.58
To Walter R. Hardisty:		
Proportionate share of Court Costs	6.50	
Service of Process	1.00	
Proportionate share of Advertising	7.00	
Attorney's fee for examining title	25.00	39.50
	Total-	$100.08

And upon payment of the aforegoing items the property of the Defendant herein named, Charlotte Smith, be discharged from the effect of these proceedings.

Benjamin Richardson
JUDGE

59

WALTER R. HARDISTY 420 Reservoir Road, N. W. Washington, D. C. Plaintiff	:	NO. 10,816 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
LUCIUS W. GIBBS JESSIE L. GIBBS, his wife, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	

: : : : :

DECREE

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

It is, thereupon, this 9th day of September, 1954, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all the rights of redemption of the Defendants, Edward McSweeney, Emily McSweeney, Victor H. Schulz, Olivia S. Schulz, George E. Miller, Vincent J. Jablowski, Virginia M. Jablowski, Frank R. Foster, Theresa Foster, Albert Retowsky, John F. Dixon, Sadie Dixon, Virgil Leroy Gaither, Mildred Thias Gaither, John F. Brennan, Joseph Biscieglia, George B. Cantwell, Matthew Walter Kemp, Charles R. Simpson, Relmond R. Stevens, James O. Stevens, Ruth Harrison, John F. Newman, Jr., Nicholas H. Shea, Emma B. Hammer, Jane Hammer, Jeremiah Wrightson, Cora E. Wrightson, Helen A. Mosmiller, Virginia R. Broadbeck, Alvis J. Transon, Teretha E. Transon, Kate G. Shepherd, Ethel M. Shepherd, Henry A. Shepherd, Anna Hallameyer, Mary A. Connolly, Cornelia Virginia Davy, A. Cynthia Hanan, Louella Littlepage, Miss E. S. Wadell, and Eugene Pelz, or of anyone claiming by, from or under them, or any of them, in and to the property described in the Bill of Complaint and

Filed 9 Sept., 1954

60

Certificate of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes, be and the same are hereby barred and foreclosed.

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

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Plaintiff, Walter R. Hardisty.

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

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

Benjamin Michaelson
Judge

In the matter of the sale of the Mortgaged Real Estate of Thomas Johnson and Florence Johnson, his wife	::	In the Circuit Court for Anne Arundel County
	::	- - - - - - - -
	::	Equity No. 6932

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

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger
Attorney assignee

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE, MD.

THIS MORTGAGE, made this 30th day of March, in the year Nineteen Hundred and Twenty, by and between Thomas Johnson and Florence Johnson, his wife, of Anne Arundel County, State of Maryland, Mortgagors, and the Arundel Perpetual Loan and Savings Association of Anne Arundel County, a body corporate, duly incorporated under the laws of the State of Maryland, Mortgagee.

WHEREAS, the said Mortgagors, being members of the said body corporate, have received therefrom the sum of Seven Hundred Dollars, being an advance of the full paid up value of their seven shares of its stock.

AND WHEREAS, it was a condition precedent to such advance being made, that this Mortgage should be executed to secure the payment of the dues, interest and fines and the performance of the covenants and conditions hereinafter mentioned to be paid and performed.

NOW THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of the sum of one dollar, the said Thomas Johnson and Florence Johnson, his wife, do hereby grant and convey unto the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, all that lot of ground situate in Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at a stone in a swamp being at the end of the third line of the deed from R. O. Shipley to the said Samuel S. Cook, dated April 6th, 1903, and recorded in Liber G. W., No. 30, folio 396, and running thence bounding on the fourth line of said deed with a correction for variation south fifty-six and one-fourth degrees west seventy-six feet, thence parallel with the third line of said deed south four degrees west eight hundred feet

to the west side of a roadway, thence on said roadway with the use thereof in common, north seventy degrees east sixty-five and seven tenths feet to intersect said third line, and thence on same, north four degrees east eight hundred and twenty feet to the place of beginning. Containing one and one-eighth acres of land, more or less, according to a survey thereof made by Thomas H. Disney on September 16th, 1916.

BEING the same lot of ground that was granted and conveyed to the said Mortgagors by Samuel S. Cook and wife, by deed dated September 19th, 1916, recorded among the Land Records of Anne Arundel County, in Liber G. W., No. 133, folio 15.

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

TO HAVE AND TO HOLD the above described lot of ground and premises unto the Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, in fee simple.

IF HOWEVER, the said Mortgagors shall make the payments and perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

AND the said Mortgagors for themselves, their heirs, personal representatives and assigns, hereby covenant with the Arundel Perpetual Loan and Savings Association of Anne Arundel County, its successors and assigns, to pay and perform as follows, that is to say: to pay the Mortgagee or its assigns, the weekly sum of One Dollar and Seventy-Five Cents as dues, on every Tuesday evening; also to pay all taxes or assessments for which the property hereby mortgaged may become liable, when payable; to pay also the sum of Eighty-Four Cents on every Tuesday evening, being the interest and premium of twelve cents per share on each one of the shares redeemed; to pay the fine of five cents per share per week for every week said

payments shall remain unpaid. Also to pay all fines that may be imposed on said Mortgagors by said Mortgagee, in accordance with its Constitution and 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 weekly dues aforesaid shall amount to the sum of money advanced by said Mortgagee to said Mortgagors as aforesaid.

AND It is further understood that when and so often as one hundred dollars are paid to said body corporate as weekly dues, (said sum corresponding to one share of stock), then the weekly interest of twelve cents per share due thereon shall be abated.

AND in case of default being made in the installments of the aforesaid mortgaged debt and interest at the times limited and mentioned for the payment of the same for four weeks or in case of any default being made in the covenants or conditions of this Mortgage, then the whole Mortgage debt hereby intended to be secured shall become due and payable; and these presents are hereby declared to be in TRUST, and the said body corporate, or its assigns, or J. Bibb Mills, its duly constituted Attorney or Agent, are hereby authorized and empowered to sell all the property hereby mortgaged, or so much thereof as may be necessary, and to grant the same to the purchaser or purchasers thereof, or to his, her or their assigns; which sale shall be made in the following manner; by giving at least twenty days previous notice of the time, place, manner and terms of sale in some newspaper published in Anne Arundel County, and the proceeds arising from such sale, to be applied, first, to the payment of all expenses incident to such sale, including a counsel fee of twenty-five dollars and a commission to the party making such sale, equal to that allowed

on sales made by a Trustee under decrees of Courts having Equity jurisdiction in Maryland; secondly, to the payment of all moneys owing hereunder, whether the same shall have then matured or not; and as to the balance, to pay it over to said Mortgagors, their heirs, personal representatives and assigns.

WITNESS the hands and seals of said Mortgagors.

Thomas Johnson (SEAL).

Florence Johnson (SEAL).

TEST: H. C. C. Schneffe

STATE OF MARYLAND, Baltimore City. To Wit:

I HEREBY CERTIFY, that on this day of March, in the year Nineteen Hundred and Twenty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Thomas Johnson and Florence Johnson, his wife, the Mortgagors above named, and each acknowledged the said Mortgage to be their act and deed. And also at the same time before me, personally appeared William Huber, President of the Arundel Perpetual Loan and Savings Association of Anne Arundel County, and made oath in due form of law, that the consideration set forth in the aforegoing Mortgage is true and bona fide as therein set forth; and that he is the duly appointed Agent of the said body corporate for the purpose of making this affidavit.

WITNESS my hand and Notarial Seal.

HERMAN C. C. SCHNEFFE NOTARY PUBLIC BROOKLYN MD.

H. C. C. Schneffe
Notary Public

382 9-- '35

MORTGAGE.

FROM

Thomas Johnson and
Florence Johnson, his wf.

TO

THE ARUNDEL PERPETUAL LOAN
AND SAVINGS ASSOCIATION
OF ANNE ARUNDEL COUNTY.

Received for Record ... 1 ... day
of March 1935 at 1 o'clock P M.
and same day recorded in Liber
W. N. W. No. 21 Fol. 469 Land
Records of Anne Arundel County.
WM. N. WOODWARD, Clerk

3.00 Paid

THOMAS BURLING HULL
ATTORNEY AT LAW
1316 MUNSEY BUILDING
S. E. CORNER CALVERT AND FAYETTE STREETS
BALTIMORE, MD.

FILED

Baltimore, Maryland

March 11, 1935

The within described mortgage is hereby assigned to Irving H. Mezger, attorney, for the purpose of foreclosure.

In witness the corporate seal and signature of the President.

Attest:

Robt. M Garing
Secretary.

Arundel Perpetual Loan and Savings
Association of Anne Arundel County

BY Irving H. Mezger
President.

Received for Record 12th day
of March 1935, at 10 o'clock A.M
and same day recorded in Liber
W.N.W. No. 21, Fol 469 Land
Records of Anne Arundel County,
Frank A. Munnikhuysen Clerk.

.75 Pd
3-29-35.

LIBER 89 PAGE 241

In the Circuit Court for

Anne Arundel County

No. 6932 Equity

In the matter of the sale of the Mortgaged Real Estate of Thomas Johnson, and Florence Johnson, his wife.

Mr. Clerk:

Please file, etc.

Irvin H. Mezger
Attorney, assignee

IRVING H. MEZGER
ATTORNEY AND COUNSELLOR AT LAW
216 E. LEXINGTON STREET
BALTIMORE, MD.

FILED March 12th 1935

EAGLE INDEMNITY COMPANY

NEW YORK

Know all Men by these Presents, That we, Irving H.Mezger, Attorney, Assignee

_____, as Principal, and EAGLE INDEMNITY COMPANY, of New York, N. Y., 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 One thousand Dollar, 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 29th day of March nineteen hundred and 35.

Whereas, by virtue of a power of sale contained in a mortgage from Thomas Johnson and Florence Johnson, his wife to Arundel Perpetual Loan and Savings Assn. bearing date on or about the 30th day of March nineteen hundred and twenty the said Irving H.Mezger, Attorney, Assignee of said mortgage 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 Irving H.Mezger, Attorney, Assignee is about to execute said power and make sale of the property described as aforesaid in said mortgage.

Now the Condition of the above Obligation is such, That if the above bounden Irving H.Mezger, Attorney, Assignee,

do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Witness:
Naumana Smith

Irving H. Mezger (Seal)
Attorney-Assignee (Seal)

EAGLE INDEMNITY COMPANY
By Benjamin [illegible]
Attorney in Fact

LIBER 89 PAGE 243.

No. 6932 Equity 2

In the Matter of the Sale of the Mortgaged Real Estate of Thomas Johnson + wife.

Bond.

Filed + Approved this 1st day of April 1935.

Frank A. Munroe, Clerk.

Filed April 1st. 1935.

In the matter of the sale of
the Mortgaged Real Estate of
Thomas Johnson and
Florence Johnson, his wife

In the Circuit Court for
Anne Arundel County
- - - - - - - - -
Equity No. 6932

STATEMENT OF MORTGAGEE CLAIM

Statement of the mortgage claim of the Arundel Perpetual Loan and Savings Association of Anne Arundel County, under the mortgage from Thomas Johnson and Florence Johnson, his wife, to the Arundel Perpetual Loan and Savings Association of Anne Arundel County dated March 30, 1920 and recorded among the Land Records of Anne Arundel County in Liber W.N.W., No. 21, folio 466

Balance due on mortgage debt as of January 1, 1935 - - - - - - - - -	$420.03
To one hundred and ninety-seven weeks interest at the rate of $.60 per week to April 1, 1935	118.20
	$538.23

Balance to bear interest at the rate of $.60 per week until settlement.

James E. Hawkins
Treasurer

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 2nd day of April, 1935, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, aforesaid, personally appeared James E. Hawkins, Treasurer of the said Arundel Perpetual Loan and Savings Association of Anne Arundel County, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim due under the mortgage filed in the said cause now remaining unpaid.

Frank Eugene
Notary Public

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT
BALTIMORE, MD.

In the Circuit Court for
Anne Arundel County
Equity No. 6932

In the matter of the sale of
the Mortgaged Real Estate of
Thomas Johnson and
Florence Johnson, his wife

Statement of mortgage claim

Mr. Clerk:

Please file, etc.

Irving H. Mezger,
attorney-assignee

IRVING H. MEZGER
ATTORNEY AND COUNSELLOR AT LAW
218 E. LEXINGTON STREET
BALTIMORE, MD.

FILED April 5th. 1935.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF Thomas Johnson and Florence Johnson, his wife

In the Circuit Court for Anne Arundel County

Equity No. 6932

REPORT OF SALE

To the Honorable, the Judge of said Court:

The Report of Sale of Irving H. Mezger, Attorney, assignee of the mortgage from Thomas Johnson and Florence Johnson, his wife, in said cause mentioned, 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 assignee did pursuant of said notice on Saturday, the sixth day of April, 1935, at two 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 of Anne Arundel County, more particularly described in said mortgage together with the improvements thereon in fee-simple to James E. Hawkins, agent, at and for the sum of Four hundred and fifty ($450.00) Dollars of which a deposit of One hundred ($100.00) Dollars was paid at the time of sale, balance upon ratification of said sale with all expenses to be adjusted to date of sale.

Irving H. Mezger
Attorney assignee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 8th day of April, 1935, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Irving H. Mezger, Attorney assignee of the mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth, and that the sale thereby reported was fairly made.

IN WITNESS my hand and Notarial Seal.

Frank Eugene
Notary Public

IRVING H. MEZGER
ATTORNEY AND
COUNSELLOR AT LAW
BALTIMORE, MD.

Order Nisi LIBER 89 PAGE 247

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

Thomas Johnson + Florence Johnson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6932 Equity

Ordered, this 11th day of April, 1935, That the sale of the property mentioned in these proceedings made and reported by Irving H. Mezger, Attorney assignee ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th 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 14th day of May next.

The report states that the amount of sales to be $450.00

Frank A. Munroe Clerk.

True Copy,

TEST: Clerk.

(Final Order)

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

Thomas Johnson + Florence Johnson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of Sept, 1935

that the sale made and reported by the ~~Trustee~~ Attorney 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~~ Attorney Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Emmert F. Cleary

Judge

In the Circuit Court for
Anne Arundel County
- - - - - - - - - - -
Equity No. 6932

IN THE MATTER OF THE
SALE OF THE MORTGAGED
REAL ESTATE OF
THOMAS JOHNSON and
FLORENCE JOHNSON, his wife

eighth

REPORT OF SALE

Mr. Clerk:

Please file, etc.

Irving H. Mezger
Attorney Assignee

Order Sept 24 1935

IRVING H. MEZGER
ATTORNEY AND COUNSELLOR AT LAW
916 E. LEXINGTON STREET
BALTIMORE, MD.

FILED April 11th. 1935
Order Nisi April 11th 1935

LIBER 89 PAGE 249

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 18, 1935

We hereby certify, that the annexed Order Nisi

Sale - Johnson

#6932 Equity

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 14th day of May, 1935. The first insertion being made the 18th day of April, 1935.

THE CAPITAL-GAZETTE PRESS, INC.

By N. L. Strange

ORDER NISI

In the Circuit Court for Anne Arundel Co.
No. 6932 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Thomas Johnson and Florence Johnson, his wife.

Ordered, this 11th day of April, 1935, that the sale of the property mentioned in these proceedings, made and reported by Irving H. Mezger, Attorney Assignee, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

14TH 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 14th day of May, next.

The report states that the amount of sales is be $450.00.

FRANK A. MUNROE, Clerk.

True Copy,
Test: FRANK A MUNROE, Clerk.

m-2

No. MG 3463

Filed: Oct 19 24, 1935

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Thomas Johnson
and
Florence Johnson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 6932 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.

October 13, 1954

All of which is respectfully submitted.

Laura R. Fickling

Auditor.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Thomas Johnson and Florence Johnson, his wife

in ac.

To Assignee for Fee, viz:	25	00		
To Assignee for Commissions, viz:	30	00	55	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	13	50		
Capital-Gazette Press - order nisi (sale)	5	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Eagle Indemnity Co. - bond premium	10	00		
Paul Caplan & Co. - auctioneer's fee	10	00		
Clerk of Court - recording assignment		75		
Frank Engers - notary fees	1	00	46	25
To Arundel Perpetual Loan & Savings Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	311	00	311	00
			450	00
Amount of mortgage claim filed	538	23		
Cr. Amount allowed above	311	00		
Balance subject to decree in personam	227	23		

with Irving H. Mezger, Assignee Cr.

1935				
Apr.	6	Proceeds of Sale	450 00	450 00
				450 00

ORDER NISI

In the Matter of the Sale of

the Mortgaged Real Estate

~~XXXXXX~~ of

Thomas Johnson

and

Florence Johnson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 6932 Equity.

ORDERED, This 18 day of October, 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 22 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of November next.

Filed 18 Oct 1954

John K. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 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.

Filed Dec 7 1954

Benjamin Michaelson

Judge

LIBER 89 PAGE 254

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq. 6932

Thomas Johnson

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 November, 1954. The first insertion being made the 21st day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 3348

Filed 7 Dec, 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6,032 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of THOMAS JOHNSON And FLORENCE JOHNSON, His Wife.

Ordered, this 18th day of October, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-4

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROBERT C. STONESIFER and KATHLEEN STONESIFER, his wife	:	ANNE ARUNDEL COUNTY No. 11,022 Equity

Mr. Clerk:

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

John O. Dumler

John O. Dumler

Attorney named in Mortgage

Filed 25 May, 1954.

CITY OR COUNTY FEE OR LEASEHOLD

No. 11,022 Equity

This Mortgage, made this 16th day of September ,

in the year one thousand nine hundred and fifty-two , between

Robert C. Stonesifer and Kathleen Stonesifer, his wife, of

Anne Arundel County , in the State of Maryland, Mortgagor(s), and

Fairview Federal Savings and Loan Association, a body corporate, duly incorporated, Mortgagee.

Whereas the said **Fairview Federal Savings and Loan Association** has this day loaned to

Robert C. Stonesifer and Kathleen Stonesifer, his wife,

the sum of Fifty-six Hundred dollars ($ 5600.00)
being the balance of the purchase money for the property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the following manner:

By the payment of Fifty-six dollars ($56.00)
plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

Whereas, This mortgage shall also secure future advances as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session, in the year 1945, or any supplement thereto.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ~~ninety days~~ six months interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do(th) grant, convey and assign unto said **Fairview Federal Savings and Loan Association,** its successors and assigns, all those lot s , piece s , or parcels of ground situate and lying in ~~Baltimore~~ Anne Arundel County , State of Maryland, and described as follows:

BEING known and designated as Lots Numbered Sixty-one (61) and Sixty-two (62) in Section "D" of Riviera Beach, with a total frontage of about forty-nine and two-thirds feet on Asbury Road, as shown on a Plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 233, new reference Cabinet 2, Rod D-7, Plat 233.

BEING the same lots of ground which, by deed dated June 11, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 331, folio 346, were

Plaintiff's Exhibit A
Filed 25 May, 1954.

2

granted and conveyed by Howard D. Trainer and wife to the herein named 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 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 premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever ~~during the residue of the term of years yet to come and unexpired therein, with the right and benefit of renewal of said term forever, subject to the payment of the yearly rent of~~

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.

3

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(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 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.

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 mortgage debt intended hereby to be secured shall become due and demandable after default shall have continued for thirty days in the payment of any monthly installment, as herein provided; or after default in the performance of any of the aforegoing covenants or conditions shall have continued for thirty days.

And it is agreed that until default is made, the said Mortgagor(s), his, her or their heirs, ~~personal representatives~~ or assigns may retain possession of the mortgaged property.

And the said Mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions ~~of Sections 720 to 732 inclusive, of Chapter 123~~, of the Laws of Maryland, ~~passed at the January session in the year 1898~~ or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, by Harry A. Kohlerman or John O. Dumler, its duly constituted Attorneys or Agents, under Article LXVI, ~~Sections 6 to 10, inclusive~~, of the Maryland Code ~~(1924)~~ 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 ratification 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 fifty 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 Mortgagor(s) covenant(s) to warrant specially said lot(s) of ground and to execute such further assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Dorothy Basel
Dorothy Basel

Robert C. Stonesifer (SEAL)
Robert C. Stonesifer

_____ (SEAL)

Kathleen Stonesifer (SEAL)
Kathleen Stonesifer

_____ (SEAL)

LIBER 89 PAGE 259

LIBER 709 PAGE 5

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 16th day of September, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Robert C. Stonesifer and Kathleen Stonesifer, his wife, known to me to be the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared John Lettner, 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.

DOROTHY BASEL NOTARY PUBLIC BALTIMORE, MD.

Dorothy Basel
Dorothy Basel Notary Public.

My commission expires May 4, 1953

Recorded: September 20, 1952 at 10 A.M.

ANNE ARUNDEL COUNTY

MORTGAGE

FROM

ROBERT C. STONESIFER

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION
Baltimore, Md.

Block No.

Received for record Sept 20 1952 at 10 o'clock A M.

Same day recorded in Liber 709 No. 709 folio 2 &c. one of the Land Records of ~~Baltimore~~ A.A. Co. and examined per John Wroghlins Clerk.

Cost of Record $

KOHLERMAN & DUMLER
ATTORNEYS AT LAW
BALTIMORE, MD.

The Daily Record Company, Baltimore, Md.

File No. 4595-T

Property:
Lots 61-62, Section D
Riviera Beach

Description approved

Execution approved

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION : IN THE CIRCUIT COURT

VS. : FOR

ROBERT C. STONESIFER and KATHLEEN STONESIFER, his wife : ANNE ARUNDEL COUNTY

No. 11,022 Equity

I HEREBY CERTIFY, that on this 24th 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, Robert C. Stonesifer and Kathleen Stonesifer, 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.

Helena Reymann
Helena Reymann Notary Public
My commission expires May 2, 1955

Jerome Neuman
Jerome Neuman Affiant

Filed 25 May, 1954

6

LIBER 89 PAGE 261

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROBERT C. STONESIFER and KATHLEEN STONESIFER, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,022

.....

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated September 16, 1952	$ 5600.00
Interest to June 22, 1954	45.06
TOTAL	$ 5645.06

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.

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

7

Filed 16 June, 1954.

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

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

No. 11,022

✓

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 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, 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 Robert C. Stonesifer & Kathleen Stonesifer, his wife
to Fairview Federal Savings & Loan Association
bearing date the 16th day of September, 1952 and recorded among the mortgage records of the Circuit Court of Anne Arundel County, Maryland in Liber J. H. H. No 709 Folio 2 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 — John O. Dumler (SEAL)
GLORIA NOVAK — John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

P Truslow — By E. V. Shockley
P. Truslow *As to Surety* 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

8

Filed 16 June, 1954.

State of Maryland, Baltimore City, sct:

LIBER 89 PAGE 263

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. C. YOST**
Assistant Secretary

By: **E. R. NUTTLE**
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, this June 8 19 54

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Jay S. Price *Jay S. Price*
Assistant Secretary

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

Mortgage Sale

— Of —

DESIRABLE FEE-SIMPLE RESIDENTIAL PROPERTY
Northwest Side of Asbury Road South of Riviera Walk
known as
LOTS 61 and 62, SECTION "D" RIVIERA BEACH, ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Robert C. Stonesifer and Kathleen Stonesifer, his wife, to Fairview Federal Savings and Loan Association, a body corporate, dated the sixteenth day of September, 1952, and recorded among the Land Record of Anne Arundel County in Liber J.H.H. No. 709, folio 2, (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on

Tuesday, the 22nd day of June, 1954

at 3 o'clock P.M., all those lots of ground situated and lying in Riviera Beach in the Third Election District of Anne Arundel County, State of Maryland and being described as follows:

BEING known as designated as Lots Numbered Sixty-one (61) and Sixty-two (62) in Section "D" of Riviera Beach, with a total frontage of about forty-nine and two-thirds feet on Asbury Road, as shown on a Plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 233, new reference Cabinet 2, Rod D-7, Plat 233.

The above property is in fee simple and the improvements consist of a frame dwelling.

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($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 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 to June 17

LIBER 89 PAGE 264
OFFICE O

No. 11,022 Equity

THE ★ STAR

GLEN BURNIE, MD., June 18 19 54

THIS IS TO CERTIFY, that the annexed advertisement of

MORTGAGE SALE

Lots 61 and 62, Section "D" Riviera Beach, 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.

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION : IN THE CIRCUIT COURT

: FOR

VS. : ANNE ARUNDEL COUNTY (In Equity)

:

: Case No. 11,022 Docket Folio No.

ROBERT C. STONESIFER and KATHLEEN STONESIFER, his wife

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

Mortgage Sale
— Of —
DESIRABLE FEE-SIMPLE RESIDENTIAL PROPERTY
Northwest Side of Asbury Road South of Riviera Walk
known as
LOTS 61 and 62, SECTION "D" RIVIERA BEACH, ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Robert C. Stonesifer and Kathleen Stonesifer, his wife, to Fairview Federal Savings and Loan Association, a body corporate, dated the sixteenth day of September, 1952, and recorded among the Land Record of Anne Arundel County in Liber J.H.H. No. 709, folio 2, (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on

Tuesday, the 22nd day of June, 1954

at 3 o'clock P.M., all those lots of ground situated and lying in Riviera Beach in the Third Election District of Anne Arundel County, State of Maryland and being described as follows:

BEING known as designated as Lots Numbered Sixty-one (61) and Sixty-two (62) in Section "D" of Riviera Beach, with a total frontage of about forty-nine and two-thirds feet on Asbury Road, as shown on a Plat of Riviera Beach, filed among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 233, new reference Cabinet 2, Rod D-7, Plat 233.

The above property is in fee simple and the improvements consist of a frame dwelling.

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($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 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 to June 17

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 $7000.00 to The Melton Realty Company 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 $7000 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

The Melton Realty Company
By Leroy Jacobs Jr. Vice
Purchaser

TEST:
J.H. Whitney
J.H. Whitney — Leroy Jacobs Treas.

Filed 29 June, 1954

11

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY (In Equity)
ROBERT C. STONESIFER and KATHLEEN STONESIFER, his wife	:	Case No. 11,022 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 the time, place, manner and terms of sale, by advertisements inserted in "The Star", 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 Twenty-second day of June, 1954 at 3:00 p.m. sell on the premises, the aforesaid fee simple property unto The Melton Realty Company, at and for the sum of Seven Thousand Dollars ($7000.00) cash, the said The Melton Realty Company, having offered the greatest price therefor.

Antoinette M. Granese
Antoinette M. Granese

John O. Dumler
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.

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

Filed 29 June, 1954

ORDER NISI

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

ROBERT C. STONESIFER and KATHLEEN STONESIFER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,022 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 $ 7,000.00.

John H. Hopkins, Jr. Clerk.

True Copy,

TEST: Clerk.

Filed 29 June, 1954.

(Final Order)

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

ROBERT C. STONESIFER and KATHLEEN STONESIFER, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of August, 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 10 Aug., 1954.

LIBER 89 PAGE 268

OFFICE O

No. 11,022 Equity

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.-Robert C. Stonesifer and Kathleen Stonesifer, 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

Order Nisi—

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 11,022 Equity
Fairveiw Federal Savings and Loan Association
versus
Robert C. Stonesifer and Kathleen Stonesifer, his wife

Ordered, this 29 day of June, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $7,000.00.

JOHN H. HOPKINS, 3rd, Clerk.

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

(John O. Dumler, Atty)
To July 29/54

In the Case of

Fairview Federal Savings and Loan Association

vs.

Robert C. Stonesifer

and

Kathleen Stonesifer, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,022 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 24, 1954

All of which is respectfully submitted.

Laura N. Fickling
Auditor.

Filed 26 Aug., 1954.

15

Dr. Fairview Federal Savings & Loan Ass'n vs. Robert C. Stonesifer and Kathleen Stonesifer, his wife in ac.

To Attorney for Commissions, viz:	241	75		
To Attorney for Fee, viz:	50	00	291	75
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:				
The Star - advertising sale	38	00		
The Star - order nisi (sale)	8	00		
The Star - order nisi (acct.)	6	00		
The Sunpapers - advertising sale	46	50		
Posting Charge	10	00		
Postal card advertising	10	00		
Fidelity & Deposit Co. of Md. -bond premium	28	00		
Alex Cooper - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Antoinette M. Granese - notary fees	1	00	180	20
To Fairview Federal Savings & Loan Ass'n., mortgagee - in full for mortgage claim	5,645	06	5,645	06
To Robert C. Stonesifer and Kathleen Stonesifer, his wife, mortgagors - this balance	931	38	931	38
			7,090	64

'6

with

John O. Dumler, Attorney named in Mortgage

Cr.

1954				
June	22	Proceeds of Sale	7,000 00	
		Interest on deferred payment	58 50	7,058 50
		Refund 1954 State and County taxes ($61.57) - adjusted to 6/22/54	32 14	32 14
				7,090 64

LIBER 89 PAGE 272

ORDER NISI

Fairview Federal Savings & Loan Association

VERSUS

Robert C. Stonesifer

and

Kathleen Stonesifer, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,022 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, 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

5 Oct, 1954 Judge.

Filed 5 Oct., 1954.

OFFICE C

Order Nisi—

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION
vs.
ROBERT C. STONESIFER
and
KATHLEEN STONESIFER,
his wife
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,022 Equity

ORDERED, this 26 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 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.

True Copy—Test:
(JOHN O. DUMLER, Atty.)
(The Star)

To Sept. 23.

THE STAR

GLEN BURNIE, MD., September 27 19 54

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi -

Fairview Federal Savings & Loan Association - vs: Robert C. Stonesfier and Kathleen Stonesfier, 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 24th day of September 19 54 ; that is to say, the same was inserted in the issues of The Anne Arundel Star, September 2, 9, 16, and 23, 1954.

Estate of

P. G. STROMBERG,

Publisher.

By Gladys M. Rowley

Filed 5 Oct., 1954.

LIBER 89 FOLIO 273

CARL GLASS R.F.D.#1 BOX 290 SOLLEY, MD.	:	No. 11,026 EQUITY
	:	IN THE
VS.	:	CIRCUIT COURT
	:	FOR
LOUIS E. DAILEY 8636 Old Harford Road Baltimore 14, Maryland	:	ANNE ARUNDEL COUNTY
AND all persons having or claiming to have any interest in the property known as Lots 1 and 2 Section I as shown on the plat of Green Haven, Third Election District, Anne Arundel County, Maryland	:	
THOMAS F. DAILEY 8636 Old Harford Road Baltimore 14, Maryland	:	
AND all persons having or claiming to have any interest in the property known as Lots 3 and 4 Section I as shown on the plat of Green Haven, Third Election District of Anne Arundel County, Maryland	:	

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

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

SECOND; That on or about the 14th day of October, 1952, the certificates of tax sale attached hereto and marked, "Complainant's Exhibit No. 1," were issued by Joseph H. Griscom, St., Collector of Taxes for the State of Maryland and Anne Arundel County, which certificates are prayed to be taken as part hereof.

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

Filed 28 May, 1954.

A: Certificate No. 1809: All those lots of ground , situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Numbers one (1) and two (2) Section I as shown on the plat of Green Haven. Being the same property which was conveyed by John K. Saque and wife et al to Louis E. Dailey by deed dated October 14, 1918, and recorded among the Land Records of Anne Arundel County in Liber W. N.WNo. 9 folio 198, and therein designated as Lots 1 and 2 Section I on the North side of Third Street at Orchard Avenue, as shown on the plat of Outing Park, recorded among the Plat Records of Anne Arundel County in Plat Book G.W.No. 1 folio 102; and assessed on the date of the collector's sale to L.E.Dailey, whose last known address was 8636 Old Harford Road, Baltimore 14, Maryland . The amount due on the date of sale was $20.00.

B: Certificate No. 1810: All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as lots Numbers 3 and 4 Section I as shown on the plat of Green Haven. Being the same property which was conveyed by John K. Saque and wife et al by deed dated March 5, 1920, and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 32 folio 180, and therein designated as Lots 3 and 4 Section I on the north side of Third Street as shown on the plat of Outing Park which is of recorded among the Land Records of Anne Arundel County in Plat G.W.No. 1 folio 102; and assessed on the date of the collector's sale to Thomas J. Dailey whose last known address was 8636 Old Harford Road, Baltimore 14, Maryland. The amount due on the date of sale was $40.00.

FOURTH: That said properties have not been redeemed by any party in interest, although more than one year and one day from the date of sale have expired.

FIFTH: The complainant prays for process directed to the above-named respondents, whose last known addresses are set out with their names after the description of each property.

SIXTH: The complainant prays for an order of publication directed to all parties in interest in the various properties.

SEVENTH: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the descriptions of each property, with interest from October 14, 1952, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Sections 90 and 91 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

EIGHTH: The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

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

Carl Glass

1809 LIBER 89 PAGE 276

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1952, I sold to Carl Glass Salley R F D 1 Box 290 at public auction for the sum of 20 Dollars and 00 Cents, of which 15.65 Dollars has been paid as a deposit on the property in 3 District described as Lots 1-2 - Sec 1 as shown on the plat of Green Haven, 3 Dist A A Co.

and assessed to L E Dailey. 8636 Old Harford Rd Balto 14

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1953, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14th day of Oct 1952

JOSEPH H. GRISCOM, Sr.
County Treasurer
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 4, 1953

"Complainant's Exhibit No. 1"

Filed 28 May, 1954

4

1810

LIBER 89 PAGE 277

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1952, I sold to Carl Glasser Solley at public auction for the sum of 40 Dollars and 00 Cents, of which 15.65 Dollars has been paid as a deposit on the property in 3 Distrs described as Lot 3-4 Sec 1 as shown on the plat of Green Haven, 3 Dist [illegible]

and assessed to Thos. N. Bailey

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 15th 1953, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 14th day of Oct 1952.

JOSEPH H. GRISCOM, Sr.
~~County Treasurer~~
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14 day of October, 1952, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4 1953

5

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

No. 11,026 EQUITY, IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY-CARL GLASS vs. LOUIS E. DAILEY and THOMAS F. DAILEY, and all persons having or claiming to have any interest in the property hereinafter described.

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

ORDER OF PUBLICATION

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

A. All those lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Numbers 1 and 2 Section I as shown on the plat of Green Haven, and designated as lots 1 and 2 Section I on the North side of Third Street at Orchard Avenue, as shown on the plat of Outing Park , which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W.No. 1 folio 102.

B. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots 3 and 4 Section I as shown on the plat of Green Haven, and also designated as lots 3 and 4 Section I on the north side of Third Street as shown on the plat of Outing Park, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. No. 1 folio 102.

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

It is thereupon, this 28 day of May, 1954, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 4 day of August, 1954, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

TRUE COPY TEST:

John H. Hopkins, 3rd,
Clerk

~~Clerk~~ Filed 28 May, 1954

6

CARL GLASS R.F.D.#1 BOX 290 SOLLEY, MD.	:	No. 12,026 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
LOUIS E. DAILEY, et al Defendants	:	ANNE ARUNDEL COUNTY

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Carl Glass, by Marvin I. Anderson, his Attorney, respectfully shows:

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

Louis E. Dailey
Thomas J. Dailey

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

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

Marvin I. Anderson
Solicitor for Petitioner

Filed 24 Sept, 1954.

MARVIN I. ANDERSON, Solicitor,
20-U West St,
Annapolis, Maryland.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,026 EQUITY

CARL GLASS

Vs.

LOUIS E. DAILEY and THOMAS F. DAILEY, and all persons having or claiming to have any interest in the property hereinafter described.

ORDER OF PUBLICATION

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

A. All those lots of ground, situate, lying and being in the Third Election District of Anne Arundel County and known as Lots Numbers 1 and 2 Section I as shown on the plat of Green Haven, and designated as lots 1 and 2 Section I on the North side of Third Street at Orchard Avenue, as shown on the plat of Onting Park, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G. W. No. 1 folio 102.

B. All those lots of ground situate, lying and being in the Third Election District of Anne Arundel County and known as Lots 3 and 4 Section I as shown on the plat of Green Haven, and also designated as lots 3 and 4 Section I on the north side of Third Street as shown on the plat of Onting Park, which plat is recorded amor the Plat Records of Anne Arundel County in Plat Book G. W. No. 1 folio 102.

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

It is thereupon, this 28th day of May, 1954, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 4th day of August, 1954, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

ju-24

LIBER 89 PAGE 280 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 19, 1954

We hereby certify, that the annexed

Order Publication - Eq. 11026

Louis E. Dailey

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of August, 1954. The first insertion being made the 3rd day of June, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 27 Sept., 1954.

LIBER 89 PAGE 231

CARL GLASS R.F.D.#1 Box 290 Solley, Md.	:	No. 11,026 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
LOUIS E. DAILEY, et al Defendants	:	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that they Order of Publication heretofore issed therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and that the Defendants above mentioned were either returned twice " Non Est", or were summoned to appear but failed to appear, or failed to appear or answer as required by the Order of Publication although the time for so doing has expired.

It is, thereupon, this 27th day of September, 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that said Bill of Complaint, be, and the same is hereby taken pro confesso against said Defendants and each of said Defendants.

Benjamin Michaelson
Judge

Filed 27 Sept. 1954.

CARL GLASS R.F.D.#1 BOX 290 SOLLEY, MD.	:	NO. 11,026 EQUITY
	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
LOUIS E. DAILEY, et al DEFENDANTS	:	ANNE ARUNDEL COUNTY

: : : :

DECREE

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

It is, thereupon, this 28th day of October, , 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all the rights of redemption of the Defendants, Louis E. Dailey and Thomas F. Dailey or of anyone claiming, by, from or under them, or any of them, in and to the property described in the Bill of Complaint and Certificate of Sale as having been sold by the Treasurer of Anne Arundel County for the nonpayment of taxes, be and the same are hereby barred and foreclosed.

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

3. That, upon the payment to the Treasurer of Anne Arundel County of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accuring subsequent to the date of sale, the said Treasurer shall execute a deed conveying said property to the Plaintiff, Carl Glass.

10

Filed 28 Oct., 1954.

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

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

Benjamin Nicholson
Judge

11

LIBER 89 PAGE 284

JOSEPH ALLEN 1507 Court Square Building Baltimore, Maryland PLAINTIFF	*	IN THE CIRCUIT COURT NO. 2
vs.	*	OF
ROSA R. YOFFE 3702 Liberty Heights Avenue Baltimore, Maryland	*	BALTIMORE CITY
ISAAC H. BLOOM 901 Lake Drive Baltimore, Maryland	*	DOCKET 63A FOLIO 576
RAE J. GINSBERG 2021 Meridian Avenue Miami Beach, Florida	*	CASE NO. 33094 A
PEGGY MADUFF 5823 West Huron Street Chicago, Illinois DEFENDANTS	*	Nov. 11, 1954

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

BILL FOR SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Joseph Allen, the Plaintiff herein, by Aaron Margolis, his attorney, respectfully represents unto your Honor:

1. That the Plaintiff, Joseph Allen, and the Defendants, Rosa R. Yoffe, Isaac H. Bloom, Rae J. Ginsberg and Peggy Maduff, are co-owners and tenants in common in fee simple of two (2) lots of ground situate in Baltimore City, State of Maryland and described as follows:

> BEGINNING for the first thereof on the northwesterly side of Fourth Street at a point 75 ft. distant northeasterly from the corner formed by the intersection of the northwesterly side of Fourth Street and the northeasterly side of Washburn Avenue, thence northwesterly parallel with Washburn Avenue 100 ft. to a 15 ft. alley there situate; thence northeasterly and binding on the southeasterly side of said alley, with the use thereof in common, 25 ft., thence southeasterly and again parallel with Washburn Avenue 100 ft. to the northwest side of Fourth Street, thence southwesterly and binding on said northwest side of Fourth Street 25 ft. to the point or place of beginning.
>
> Being the same lot known as Lot No. 12 in Section "Y" as laid out on a plat of Curtis Heights, prepared by S.J. Hartinet & Company and recorded among the land records of Anne Arundel County, Plat Book Liber G.W. No. 1, folio 129.

Filed 4 Nov, 1954

BEGINNING for the second thereof on the northeasterly side of Frankle Street at a point 135 ft. southeasterly from the corner formed by the intersection of the northeasterly side of Frankle Street and the southeasterly side of Third Street, running thence northeasterly and binding along the southeast side of an alley there situate, with the use thereof in common 150 ft. to the southwest side of a 30 ft. street, there situate, thence southeasterly along the southwest side of said street 26 ft., thence southwesterly and parallel with Third Street 150 ft. to the northeast side of Frankle Street, thence northwesterly along the northeast side of Frankle Street 26 ft., to the point or place of beginning.

Being the same lot of ground known as Lot No. 13 in Section "K", as shown on the plat aforementioned,

and four (4) lots of ground situate in Anne Arundel County, State of Maryland and described as follows:

Lots Nos. 14, 15, 24 and 25 of Section "I" as laid out on a plat of Curtis Heights, prepared by J.J. Martinet and Company and recorded among the Land Records of Anne Arundel County in Plat Book Liber G.W. No. 1, Folio 129.

2. That the respective interests of the said Plaintiff and Defendants in the lots and parcels of ground aforementioned are as follows:

Joseph Allen, an undivided one-third interest;
Rosa R. Yoffe, an undivided one-third interest;
Isaac H. Bloom, an undivided one-sixth interest;
Rae J. Ginsberg, an undivided one-eighteenth interest; and Peggy Maduff, an undivided one-ninth interest.

3. That the said Plaintiff and Defendants became tenants in common of the aforementioned lots and parcels of ground in the respective interests, aforesaid, in the following manner:

(a) by deed dated the 22nd day of December, 1936 and recorded among the Land Records of Baltimore City in SCL 5690, Folio 601, from Joseph Allen and Ethel Allen, his wife, unto Adolph Ginsberg, an undivided one-sixth interest; unto Isaac H. Bloom, an undivided one-sixth interest; unto Rosa R. Yoffe, an undivided one-third interest; and unto Alexander B. Ginsberg, an undivided one-third interest.

(b) by deed dated the 11th day of February, 1942, and recorded or intended to be recorded prior hereto from Alexander B. Ginsberg unto Joseph Allen, an undivided one-third interest.

(c) by the death, intestate, of Adolph Ginsberg on about the 14th of November, 1953, leaving surviving him Rae J. Ginsberg, his wife, and Peggy Haduff, his daughter, as his sole heirs and to whom his undivided one-sixth interest has descended.

4. That the said lots are indivisible in kind and cannot be distributed as such; and that it is necessary in the interest of the parties to have the said lots sold and the money arising from said sale divided among the parties according to their respective interests.

TO THE END THEREFORE:

(a) That by the decree of this Court the property herein mentioned, to wit:

Two (2) lots of ground situate in Baltimore City, State of Maryland and described as follows:

BEGINNING for the first thereof on the northwesterly side of Fourth Street at a point 75 ft. distant northeasterly from the corner formed by the intersection of the northwesterly side of Fourth Street and the northeasterly side of Washburn Avenue, thence northwesterly parallel with Washburn Avenue 100 ft. to a 15 ft. alley there situate; thence northeasterly and binding on the southeasterly side of said alley, with the use thereof in common 25 ft., thence southeasterly and again parallel with Washburn Avenue 100 ft. to the northwest side of Fourth Street, thence southwesterly and binding on said northwest side of Fourth Street 25 ft. to the point or place of beginning.

Being the same lot known as Lot No. 12 in Section "Y" as laid out on a plat of Curtis Heights, prepared by S.J. Martinet & Company and recorded among the land records of Anne Arundel County, Plat Book Liber G.W. No. 1, folio 129.

BEGINNING for the second thereof on the northeasterly side of Frankle Street at a point 135 ft. southeasterly from the corner formed by the intersection of the northeasterly side of Frankle Street and the southeasterly side of Third Street, running thence northeasterly and binding along the southeast side of an alley there situate, with the use thereof in common 150 ft. to the southwest side of a 30 ft. street, there situate, thence southeasterly along the southwest side of said street 26 ft., thence southwesterly and parallel with Third Street 150 ft. to the northeast side of Frankle Street, thence northwesterly along the northeast side of Frankle Street 26 ft., to the point or place of beginning.

Being the same lot of ground known as Lot No. 13 in Section "K", as shown on the plat aforementioned.

LIBER 89 FOLIO 287

and four (4) lots of ground situate in Anne Arundel County, State of Maryland and described as follows:

> Lots Nos. 14, 15, 24 and 25 of Section "I" in Anne Arundel County, all as laid out on a plat of Curtis Heights, prepared by S. J. Martinet and Company and recorded among the Land Records of Anne Arundel County in Plat Book Liber G.M. No. 1, Folio 129

be sold; that a trustee be appointed to make such sale; and that the proceeds of such sale be distributed among the parties hereto according to their respective interests.

(b) That your Orator may have such other and further relief as the nature of this case may require.

MAY IT PLEASE YOUR HONOR to grant unto your Orator the Writ of Subpoena, directed unto the following Defendants:

Rose R. Yoffe
3702 Liberty Heights Avenue
Baltimore 15, Maryland

Isaac H. Bloom
901 Lake Drive
Baltimore 17, Maryland

commanding them to be and appear, either in person or by solicitor, in this court, on or before a certain day to be named therein, to answer the premises and abide by and perform such decrees as may be passed in this cause.

AND MAY IT PLEASE YOUR HONOR to grant unto your Orator the Order of Publication, directed unto the following Defendants:

Rae J. Ginsberg
2021 Meridian Avenue
Miami Beach, Florida

Peggy Maduff
5823 West Huron Street
Chicago, Illinois

giving notice unto said Defendants of the object and substance of this suit, and commanding them, and each of them, to be and appear, either in person or by solicitor, in this Court, on or before a certain day to be named therein, to answer the premises and abide by and perform such

decrees as may be passed in this cause.

AND AS IN DUTY BOUND, ETC.

Joseph Allen
Joseph Allen, Plaintiff

Aaron Margolis
Aaron Margolis, Attorney for Plaintiff
1507 Court Square Building
Baltimore 2, Maryland

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

I HEREBY CERTIFY, that on this 10th day of September 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JOSEPH ALLEN, the Plaintiff herein, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition for Sale of Real Estate are true to the best of his information, knowledge and belief.

WITNESS my hand and Notarial Seal.

(Seal) Mirth E. Day
Notary Public

COPY

JOSEPH ALLEN
1507 Court Square Building,
Baltimore, Maryland

PLAINTIFF

Vs.

ROSA R. YOFFE, ET AL

DEFENDANTS

LIBER 89 FASE 289

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

IN THE

CIRCUIT COURT NO. 2

OF

BALTIMORE CITY

DOCKET 63A
FILE FOLIO -576
CASE NO. 33094-A

D E C R E E

This cause standing ready for hearing, and having been duly submitted by the parties, the Petition, Answer, Consent of all of the parties hereto, and all other proceedings were by the Court read and considered:

It is thereupon, this 20th day of September, 1954, by the Circuit Court No. 2 of Baltimore City, adjudged, ordered and decreed that the fee simple lots mentioned and described in these proceedings be sold at private sale at not less than the appraised value; that Aaron Margolis, Esq. be and is hereby appointed Trustee to make said sale or sales; that the said Trustees shall file with the Clerk of this Court a bond to the State of Maryland executed by himself, and a surety or sureties to be approved by the Court in the penalty of $ 1000.00 conditioned for the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future decree or order in the premises; that after filing said bond, he shall then proceed to make such sale or sales.

And, as soon as may be convenient after such sale or sales, the said Trustee shall return to this Court a full and particular account of such sale or sales; and on the payment of the whole purchase money, and not before, said Trustee shall by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his or her personal representatives and assigns, the property and estate, to him, her and them sold, free, clear and discharged from all claims of the parties hereto and those claiming by, from or under them; and the said Trustee shall bring from or under them; and the said Trustee shall bring into this Court the money arising from said sale or sales, to be distributed under the direction

Filed 4 Nov, 1954

of this Court after deducting the costs of this suit and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

Herman M. Moser
Judge

COPY

LIBER 89 FOLIO 291

JOSEPH ALLEN 1507 Court Square Building, Baltimore, Maryland	✡	IN THE
PLAINTIFF	✡	CIRCUIT COURT NO. 2
VS.	✡	OF
ROSA B. YONTZ, et al	✡	BALTIMORE CITY
DEFENDANTS	✡	DOCKET 63 A FILE 576 CASE NO. 33094 A

✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡ ✡

TO THE HONORABLE THE JUDGE OF SAID COURT:

The report of Aaron Margolis, trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 20th day of September, 1954, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied all the other prerequisites, as required by law and the said Decree, he has on September 24th, 1954, sold all of said property mentioned in said Decree, to wit:

Two (2) lots of ground situate in Baltimore City, State of Maryland and described as follows:

> BEGINNING for the first thereof on the northwesterly side of Fourth Street at a point 75 ft. distant northeasterly from the corner formed by the intersection of the northwesterly side of Fourth Street and the northeasterly side of Washburn Avenue, thence northwesterly parallel with Washburn Avenue 100 ft. to a 15 ft. alley there situate; thence northeasterly and binding on the southeasterly side of said alley, with the use thereof in common 25 ft., thence southeasterly and again parallel with Washburn Avenue 100 ft., to the northwest side of Fourth Street, thence southwesterly and binding on said northwest side of Fourth Street 25 ft. to the point or place of beginning.
>
> Being the same lot known as Lot No. 12 in Section "Y" as laid out on a plat of Curtis Heights, prepared by S.J.Martinet & Company and recorded among the land records of Anne Arundel County, Plat Book Liber G.W.No. 1, folio 129.

Filed 4 Nov., 1954

9

BEGINNING for the second thereof on the northeasterly side of Frankle Street at a point 135 ft. southeasterly from the corner formed by the intersection of the northeasterly side of Frankle Street and the southeasterly side of Third Street, running thence northeasterly and binding along the southeast side of an alley there situate, with the use thereof in common 150 ft. to the southwest side of a 30 ft. street, there situate, thence southeasterly along the southwest side of said street 26 ft., thence southwesterly and parallel with Third Street 150 ft. to the northeast side of Frankle Street, thence northwesterly along the northeast side of Frankle Street 26 ft., to the point or place of beginning.

Being the same lot of ground known as Lot No. 13 in Section "K", as shown on the plat aforementioned,

and four (4) lots of ground situate in Anne Arundel County, State of Maryland and described as follows:

Lots Nos. 14, 15, 24 and 25 of Section "I" as laid out on a plat of Curtis Heights, prepared by S.J.Martinet and Company and recorded among the Land Records of Anne Arundel County in Plat Book Liber G.W.No. 1, Folio 129.

at private sale to Joseph Allen of the City of Baltimore, State of Maryland, for the total sum of One Thousand ($1,000.00) Dollars and the said purchaser has promised and agreed to pay the full amount of said purchase price in cash upon ratification of said sale by this Honorable Court.

Respectfully submitted

Aaron Margolis
Trustee

Sheldon Brauterman
Solicitor

STATE OF MARYLAND)
CITY OF BALTIMORE) ss

I HEREBY CERTIFY that on this 22nd day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared AARON MARGOLIS, Trustee named in the above report of sale, and made oath in due form of law that the matters and things 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.

(Seal) Ulrich E. Clay
Notary Public

LIBER 89 PAGE 293

IN THE CIRCUIT COURT NUMBER TWO OF BALTIMORE CITY

CASE NO. 33094-A

FOLIO 576/1954

AARON MARGOLIS	:	JOSEPH ALLEN
	:	
	:	
	:	VS.
	:	
MARVIN BRAITERMAN	:	ROSA R. YOFFE, ISAAC H. BLOOM RAE J. GINSBERG PEGGY MADUFF
	:	

.....

DOCKET ENTRIES

10 September, 1954	Bill of Complaint for the Sale of real estate, etc. (1) fd.
10 September, 1954	Appearance of defendants by Marvin Braiterman, Esq. and their Answer to the Bill of Complaint (2) fd.
10 September, 1954	Consent of all parties at interest (3) fd.
20 September, 1954	Decree directing fee simple property be sold and appointing Aaron Margolis Trustee, Bond $1000.00 etc. (4) fd.
23 September, 1954	Trustee's Approved Bond (5) fd.
26 October, 1954	Trustee's Report of private sale made to Joseph Allen, assent of all parties and Order of Court thereon, ratifying and confirming the same (6) fd.

State of Maryland,
City of Baltimore, ss:

I, JOHN S. CLARKE, Clerk of the Circuit Court No. 2 of Baltimore City, do hereby certify that the above is a true copy of the original BILL FOR SALE OF REAL ESTATE, filed September 10, 1954; Decree, signed September 20, 1954; REPORT OF TRUSTEE, filed October 26, 1954; and DOCKET ENTRIES, now on file in this office in the cause therein entitled JOSEPH ALLEN VS. ROSA R. YOFFE, et al

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT NO. 2, this 29th day of October A. D. 19 54

John S. Clarke
Clerk.

11

Filed 4 Nov, 1954

IN THE MATTER OF THE MORTGAGED : No. 11,093 Equity
REAL ESTATE OF BERNARD M. SASADA : In the Circuit Court for
AND FLORENCE SASADA, 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 16 Aug., 1954.

LIBER 89 PAGE 295
LIBER 781 PAGE 108

No. 11,393 Equity

PURCHASE MONEY

This Mortgage, made this 9th day of September,

in the year one thousand nine hundred and fifty-three, between Bernard M. Sasada and Florence Sasada, 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

SEVEN THOUSAND DOLLARS- ($7,000.00)

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 SIXTY DOLLARS- - - - - - - - - - - - - - - ($60.00) 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 9th 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 Mortgagor do grant, convey and assign unto said Mortgagee, its successors and assigns, all those lots of ground situate and lying in Fifth Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lots Nos. 3, 4, 5 and 6, Section 3, as shown on the plat of Glenmore, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Folio 7.

BEING the same property conveyed to the within-named Mortgagors by Earl D. Smith and Celeste Smith, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Filed 16 Aug., 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.

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

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

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagors, his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said Mortgagors consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any amendments, additions, or supplements thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent, under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon radification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than ~~Thirty-five~~ One Hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagors, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagors or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagors covenant to warrant specially said lots of ground and to execute such other assurances thereof as may be requisite.

Witness the hand and seal of the said Mortgagors.

WITNESS:

Norwood A. Wieneke

Bernard M. Sasada (SEAL)

Florence Sasada (SEAL)

(SEAL)

State of Maryland, Anne Arundel County, to wit: LIBER 781 PAGE 111

I HEREBY CERTIFY, that on this 9th day of September, 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 Bernard M. Sasada and Florence Sasada, 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.

Norwood A. Wieneke

Notary Public
Norwood A. Wieneke

My commission expires 5/2/55

Recorded- 10th Sept., 1953, at 11:20 A.M.

7,157

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

V

PURCHASE MONEY

MORTGAGE

FROM

BERNARD M. SASADA AND

FLORENCE SASADA, HIS WIFE

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 10 day Sept.
19 53 at 11:20 o'clock A. M.
Same day recorded in Liber 781 12
No. 781 folio 108 &c. one of
the Land Records of ~~Baltimore~~ A.A-Co.
and examined per
Clerk.
Cost of Record $ 3.00

LBEK 89 PAGE 299

No. 11,093 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 Bernard M. Sasada and Florence Sasada, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated September 9, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 781, Folio 108, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

Tuesday, September 14, 1954

at 11 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 3, 4, 5 and 6, in Section 3, as shown on the plat of Glenmore, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Folio 7.

BEING the same property conveyed to the within-named Mortgagors by Earl D. Smith and Celeste Smith, his wife, by deed dated September 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 781, Folio 106.

The above property is improved by a dwelling with modern conveniences.

Terms of Sale: A deposit of Seven Hundred Fifty Dollars ($750.00) 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

August 19, 26
September 2, 9

Filed 16 Aug., 1954

6

LIBER 89 PAGE 300

In the Matter of the Mortgaged Real : No. 11093 Equity

Estate of Bernard M. Sasada and : In the Circuit Court for

Florence Sasada, his wife : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Bernard M. Sasada and Florence Sasada, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated September 9, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 781, Folio 108			$7,000.00
Less: Total amount paid on account of principal	$ 100.75		
Plus: Debit expense account	30.79		69.96
			$6,930.04
Interest thereon from February 1, 1954 to Sept. 1, 1954			241.50
Interest thereon from September 1, 1954 to Sept. 14, 1954			17.25
			$7,188.79

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 7th day of September, 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 Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice C. Hudak, Notary Public

Filed 7 Sept., 1954.

LIBER 89 PAGE 301

No. 11,093 Equity

157115

NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

Know All Men By These Presents:

THAT WE, William W. Townshend Jr. of 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 SEVEN THOUSAND AND 00/100 - - - - - - - - - Dollars ($ 7,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd - - - - day of September 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, Md.

has been appointed Trustee to sell Lots 3-4-5-6 Section 3-Glenmore, 5th District Anne Arundel County, Maryland, mentioned in the proceedings in the case of

United Federal Savings & Loan Association

vs.

Bernard M. Sasada and Florence Sasada

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN William W. Townshend Jr. does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Alice Gary

William W. Townshend Jr. (SEAL)

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R.H.Nichols Attorney-in-fact

ATTEST: As to Surety:

M.S.Kraus

M.S.Kraus

1-307-Md. Trustee—Receiver 500-7-47

Approved this 14 Sept., 1954.
John H. Hopkins, 3rd, Clerk

Filed 14 Sept., 1954.

8

State of Maryland, Baltimore City, sct: LIBER 89 PAGE 302

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed $250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
Assistant Secretary

G. LEE BURGESS
Vice-President

NEW AMSTERDAM CASUALTY COMPANY INCORPORATED 1898

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

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, Sept 3 -, 19 54

NEW AMSTERDAM CASUALTY COMPANY

Assistant Secretary

LIBER 89 PAGE 303

ROBERT H. CAMPBELL - - - - - - - - - - - - - - - - Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Bernard M. Sasada and Florence Sasada, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated September 9, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 781, Folio 108, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

Tuesday, September 14th, 1954

AT 11 O'CLOCK, A.M.

All those lots or parcels of ground situate, lying and being in the Fifth District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 3, 4, 5 and 6, in Section 3, as shown on the plat of Glenmore, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Folio 7.

BEING the same property conveyed to the within-named Mortgagors by Earl D. Smith and Celeste Smith, his wife, by deed dated September 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 781, Folio 106.

The above property is improved by a dwelling with modern conveniences.

Terms of Sale: A deposit of Seven Hundred Fifty Dollars ($750.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND JR.,
Attorney named in mortgage,
Towns-Worth Building,
South Street,
Annapolis, Maryland

Filed Sept. 14, 1954

LIBER 89 PAGE 304

Annapolis, Maryland
September 14, 1954

This is to certify that I have this 14th day of September, 1954, sold the property described by said advertisement in the Fifth Election District of Anne Arundel County, Maryland, known as Lots Nos. 3, 4, 5 and 6, Section 3, Glenmore, to

at and for the sum of Fifty-four Hundred Dollars

being then and there the highest bidder for said property.

Robert H. Campbell, Auctioneer

Annapolis, Maryland
Sept. 14, 1954

I hereby certify that I have this 14th day of September, 1954, purchased from William W. Townshend, Jr., Attorney named in mortgage, the property situated in the Fifth Election District of Anne Arundel County, Maryland, described as Lots Nos. 3, 4, 5 and 6, Section 3, Glenmore, at and for the sum of

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

Purchaser

Purchaser

Recd 14 Sept, 1954.

10

LIBER 89 PAGE 305

In the Matter of the Mortgaged Real Estate : No. 11,093 Equity
of Bernard M. Sasada and Florence Sasada, : In the Circuit Court for
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 Bernard M. Sasada and Florence Sasada, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated September 9, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 781, Folio 108, the said William W. Townshend, Jr., Attorney named in aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction on the premises, on Tuesday, September 14, 1954, at 11 o'clock A.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 Fifty-four Hundred Dollars ($5,400.00), 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 Fifth Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 3, 4, 5 and 6 in Section 3, as shown on the plat of Glenmore, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Folio 7.

BEING the same property conveyed to Bernard M. Sasada and Florence Sasada, his wife, by Earl D. Smith and Celeste Smith, his wife, by deed dated

Filed. 14 Sept., 1954.

11

September 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 781, Folio 106.

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 Seven Hundred Fifty Dollars ($750.00) 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 14th day of September, 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 89 PAGE 307

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Bernard M. Sasada And
Florence Sasada, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,093 Equity

Ordered, this 14 day of September, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 day of 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.

The report states that the amount of sales to be $ 5,400.00.

John H. Hopkins, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 14 Sept., 1954.

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Bernard M. Sasada And
Florence Sasada, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of October, 1954, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

13

Filed 26 Oct., 1954.

LIBER 89 PAGE 308 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

Attorney's Sale

Bernard M. Sasada

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 September, 1954. The first insertion being made the 19th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 1766

14

Filed 26 Oct., 1954

ATTORNEY'S SALE
— OF —
VALUABLE IMPROVED
REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Bernard M. Sasada and Florence Sasado, his wife, to United Federal Savings and Loan Association of Glen Burnie, a body corporate, dated September 9, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 781, Folio 108, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, SEPTEMBER 14, 1954,
AT 11 O'CLOCK A. M.

All those lots or parcels of ground situate, lying and being in the Fifth District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 3, 4, 5 and 6, in Section 3, as shown on the plat of Glenmore, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-7, Folio 7.

BEING the same property conveyed to the within-named Mortgagors by Earl D. Smith and Celeste Smith, his wife, by deed dated September 9, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 781, Folio 106.

The above property is improved by a dwelling with modern conveniences.

Terms of Sale: A deposit of Seven Hundred Fifty Dollars ($750.00) 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.

s-9

LIBER 89 PAGE 309 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING).

CERTIFICATE OF PUBLICATION.

Annapolis, Md., October 21, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11093

Bernard M. Sasada

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of October, 1954. The first insertion being made the 23rd day of September, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 26 Oct., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,093 Equity

In The Matter Of The Mortgaged Real Estate Of BERNARD M. SASADA And FLORENCE SASADA, His Wife.

Ordered, this 14th day of September, 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 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.

The report states that the amount of sales to be $5,400.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-14

No. M. G. 1915

15'

In the Case of

In the Matter of the Mortgaged Real Estate of ~~M~~ Bernard M. Sasada and Florence Sasada, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,093 Equity

To the Honorable, the Judges of said Court:

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

November 1, 1954

All of which is respectfully submitted.

Laura K. Dickelman
Auditor

Filed 8 Nov., 1954.

16

Dr. In the Matter of the Mortgaged Real Estate of Bernard M. Sasada and Florence Sasada, his wife

			in ac.	
To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	192	00	292	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:				
Capital-Gazette Press - advertising sale	31	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	28	00		
Robert H. Campbell - auctioneer's fee	30	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Alice C. Hudak - notary fees	1	00	119	98
To United Federal Savings & Loan Ass'n. of Glen Burnie, mortgagee - this balance on account mortgage claim	4,966	48	4,966	48
			5,420	71
Amount of mortgage claim filed	7,188	79		
Cr. Amount allowed above	4,966	48		
Balance subject to decree in personam	2,222	31		

17

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

1954				
Sept.	14	Proceeds of Sale	5,400 00	5,400 00
		Refund 1954 State and County taxes ($70.43 - adjusted)	20 71	20 71
			5,420 71	

16

ORDER NISI

LIBER 89 PAGE 313

In the Matter of the Mortgaged Real Estate

VERSUS

Bernard M. Sasada and Florence Sasada, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,093 Equity.

ORDERED, This 8 day of November, 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 13 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of December next.

Filed 8 Nov. 1954. John F. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of December, 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
C.J.

Filed 14 Dec., 1954.

LIBER 89 PAGE 314 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 13, 1954

We hereby certify, that the annexed

Order Nisi - Eq. 11,093

Auditor's Account

Bernard M. Sasada

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 December, 1954. The first insertion being made the 11th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 13 Dec. 1954.

No. M. G. .....

20

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,093 Equity

In The Matter Of The Mortgaged Real Estate Of BERNARD M. SASADA and FLORENCE SASADA, his wife.

Ordered, this 8th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-25

LIBER 89 PAGE 315

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
JOSEPH M. BASSO AND LUCIEL R. BASSO, his wife	:	(In Equity) No 11,042

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 Joseph M. Basso and Luciel R. Basso, his wife to the Baltimore Federal Savings and Loan Association, dated November 29th, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 658 folio 25.

Walter S. Calwell
Walter S. Calwell -
Attorney Named in Mortgage

John E. Starr
John E. Starr - Solicitor

Filed 17 June, 1954

City and County Form.

LIBER 89 PAGE 316
BOOK 658 PAGE 25

No. 11,042 Equity

This Mortgage, Made this 29th day of November, in the year one thousand, nine hundred and fifty-one, between Joseph M. Basso and Luciel R. Basso, his wife of Anne Arundel County, in the State of Maryland, Mortgagor, and the BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor, being a member of said body corporate, has received therefrom an advance of FORTY-FIVE HUNDRED ($4500.00) Dollars, being part of the purchase money for the property hereinafter described;

AND WHEREAS, said Mortgagor has 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 Forty-four and 99/100 ($44.99) Dollars, 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, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; and (2) 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 the sum of one dollar, the said Mortgagor does grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEGINNING for the same at an iron pipe set in the west side of Chalk Point Road, said point being located along said road, South eighteen degrees thirty-five minutes West seven hundred sixty-four and five-tenths feet from its intersection with the South sixty-nine degrees five minutes East ten hundred and thirty-one foot line of the conveyance from George Heider to Bertie Lee Schwartz et al, by deed dated July 18, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 636 folio 517; and running from thence and with the west side of Chalk Point Road, South eighteen degrees thirty-five minutes West seventy feet to a pipe; thence at right angles North seventy-one degrees twenty-five minutes West two hundred feet to a pipe; thence parallel to the first line of this description North eighteen degrees thirty-five minutes East seventy feet to a pipe in the center line of a drainage easement (10 feet wide); thence South seventy-one degrees twenty-five minutes East two hundred feet to the place of beginning. Being Lot 11 of Bahama View and as surveyed by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor in November 1951.

BEING the same lot of ground which by Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by Bahama's Realty Inc. to the herein Mortgagors.

Plaintiff's Exhibit A.
Filed 17 June, 1954.

2

INSPECTED
W. A. P.
J. B. B.

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.

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(s) 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 rent of~~ forever, in fee-simple.

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.

Provided, however, if the said Mortgagor, his 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 his part to be made and done, then this mortgage shall be void.

And the said Mortgagor, for himself, his heirs, personal representatives and assigns, covenant with the said Mortgagee, 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, an installment of the ground rents, if any, and of the taxes and special assessments levied or to be levied against the premises covered by this mortgage and an installment of the premium or premiums that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazards, casualties and contingencies as may be reasonably required by the Mortgagee in amounts, for periods, and in a company or companies through such Agents or Brokers satisfactory to the Mortgagee. These installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee) less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold such installments in trust to pay the ground rents, if any, premium or premiums, and taxes and assessments before the same become delinquent; (2) to repay the indebtedness, together with interest, as herein provided; (3) to keep the buildings on the premises insured against loss by fire and windstorm and other hazards, casualties and contingencies 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 Mortgagor, his 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; (4) to pay all ground rent, taxes, water rent, insurance, public dues assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; (5) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof; (6) 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; (7) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagor, 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, his 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; (8) 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. This loan may be prepaid, in whole or in part, and when the aggregate amount of such prepayments in any one year equals or exceeds twenty per cent of the original principal amount of the loan, six months' 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 per cent (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.

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

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns or Walter S. Calwell or Joseph J. Callahan, its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of...Seventy-five.....Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his heirs, personal representatives or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagor in the event that the mortgage debt shall be paid after any advertisement of said property but before sale thereof.

The said Mortgagor covenants that he will warrant specially the property hereby conveyed, and that he will execute such further assurances as may be requisite. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Mar C. Schwartz
MAR C SCHWARTZ

Joseph M. Basso (SEAL)
Joseph M. Basso

(SEAL)

Luciel R. Basso (SEAL)
Luciel R. Basso

(SEAL)

4

LIBER 89 PAGE 319

Wash. D.C. BOOK 658 PAGE 28

~~STATE OF MARYLAND, CITY OF BALTIMORE~~, to wit:
WASHINGTON, D.C.

I HEREBY CERTIFY that on this 29th day of November, 19 51, before me, the subscriber, a Notary Public, of the ~~State of Maryland~~ District of Columbia in and for the city aforesaid, personally appeared Joseph M. Basso and Luciel R. Basso, his wife

and acknowledged the aforegoing mortgage to be their act. At the same time also appeared Walter S. Calwell, 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 also made oath that he is the agent of the Mortgagee and duly authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Herman Mendels
Notary Public

HERMAN MENDELS

Recorded-6th-Dec.-1951-at-1:20-P.M.

MORTGAGE

FROM

JOSEPH M. BASSO and

LUCIEL R. BASSO, his wife

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record Dec 6 1951
at 1-28 o'clock M. Same day recorded in
Liber 658 No. 6 Folio 35 etc.,
one of the Land Records of
and examined per
Clerk
Cost of Record, $

CALLAHAN AND CALWELL
ATTORNEYS AT LAW
BALTIMORE FEDERAL BUILDING
FAYETTE AND ST. PAUL STREETS
BALTIMORE 2, MD.

FORM APPROVED
READY FOR RECORD

LIBER 89 PAGE 320

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

JOSEPH M. BASSO AND

LUCIEL R. BASSO, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,042

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Baltimore Federal Savings and Loan Association

under the mortgage from said Joseph M. Basso and Luciel R. Basso, his wife

to Baltimore Federal Savings and Loan Association

dated the 29th day of November 19 51, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 658 Folio 25

Amount of Loan	$4500.00
Less - amount paid on principal	392.73
	4107.27
Plus - interest to 7/20/1954	75.42
	4182.69
Less - balance in expense account	20.33
	4162.36

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 19th day of July 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 M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

~~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 20 July, 1954.

6

ATTORNEY NAMED IN MORTGA[illegible]
X[illegible] Bond.

LIBER 89 PAGE 321

1-369

No. 11,042 Equity

152955

(1)

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 FOUR THOUSAND FIVE HUNDRED AND 00/100 ($4,500.00) 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 19th - day of July - - - - - - - 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 Joseph M. Basso and Luciel R. Basso, his wife, to the Baltimore Federal Savings & Loan Association, bearing date the 29th day of November nineteen hundred and fifty-one and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 658, Folio 25, and he is about to sell the land and premises [redacted] Chalk Point Road - Anne Arundel County, Md. 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

Clara M. Link
Attest: Clara M. Link

Witness as to Surety:
M.S. Kraus
M.S. Kraus

Walter S. Calwell (Seal)
Walter S. Calwell
(Seal)
(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

Attest [signature]
Assistant Secretary Alvin E. Leroy

Approved this 20 July, 1954
John H. Hopkins, 3rd, Clerk
Filed 20 July, 1954.

7

No. 11,042 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of July 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 Defendant s **Joseph M. Basso and Luciel R. Basso, 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 have not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell - Affiant

Clara M. Link - Notary Public

Filed 28 July, 1954.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland.

ATTORNEY'S SALE
— OF —
VALUABLE FEE
SIMPLE PROPERTY

West Side of Chalk Point Road, Bahama View, known as Lot No. 11, Seventh District of Anne Arundel County, Maryland.

Under and by virtue of the power and authority contained in a Mortgage from Joseph M. Basso and Luciel R. Basso, his wife to Baltimore Federal Savings and Loan Association, dated November 20th, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 658 folio 25 (default having occurred thereunder) the undersigned Attorney Named in Mortgage, will sell at Public Auction on the premises, on

TUESDAY, JULY 20TH, 1954,
AT 3 P. M. (E. D. T.)

all that fee simple lot of ground situate and lying in Churchton, Seventh Election District of Anne Arundel County, Maryland, and described as follows:-

BEGINNING for the same at an iron pipe set in the west side of Chalk Point Road, said point being located along said road, South eighteen degrees thirty-five minutes West seven hundred sixty-four and five-tenths feet from its intersection with the South sixty-nine degrees five minutes East ten hundred and thirty-one foot line of the conveyance from George Heider to Bertie Lee Schwartz et al, by deed dated July 18, 1951 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 636 folio 517; and running from thence and with the west side of Chalk Point Road, South eighteen degrees thirty-five minutes West seventy feet to a pipe; thence at right angles North seventy-one degrees twenty-five minutes West two hundred feet to a pipe; thence parallel to the first line of this description North eighteen degrees thirty-five minutes East seventy feet to a pipe in the center line of a drainage easement (10 feet wide); thence South seventy-one degrees twenty-five minutes East two hundred feet to the place of beginning. Being Lot 11 of Bahama View and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November 1951.

In fee simple; subject to restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements consist of a modern 1 story asbestos shingle dwelling containing 4 rooms and bath.

TERMS OF SALE:- A cash deposit of $300.00 will be required of the purchaser at the time of sale, balance of purchase price upon final ratification of sale by the Circuit Court of Anne Arundel County and to bear interest from the date of sale to settlement. Taxes and all other expenses, including Sanitary District charges, if any, and all other assessments and public charges to be adjusted to date of sale.

WALTER S. CALWELL,
Attorney Named in Mortgage.
SAM W. PATTISON & CO.,
Auctioneer.
jy-15

LIBER 89 PAGE 323

WALTER S. CALWELL, Attorney Named in Mortgage : IN THE CIRCUIT COURT
: FOR
VS. : ANNE ARUNDEL COUNTY
JOSEPH M. BASSO AND LUCIEL R. BASSO, his wife : (In Equity)
No. 11,042

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated November 29th, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 658 folio 25 from said Joseph M. Basso and Luciel R. Basso, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "The Evening Capital" - "Maryland-Gazette" 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 20th day of July, 1954 at three P.M. (E.D.T.) attend on the premises and then and there sold the fee simple property situate, lying and being in Anne Arundel County on the west side of Chalk Point Road, fronting southerly 70 feet with an even depth westerly of 200 feet, 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 Three Hundred ($300.00) 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 28 July, 1954.

9

The said fee simple property was sold to Louis Zions at and for the sum of Five Thousand ($5,000.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell - Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 22nd day of July, 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

LIBER 89 PAGE 325

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Joseph M. Basso And
Luciel R. Basso, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,042 Equity

Ordered, this 28 day of July, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7 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 7 day of September next.

The report states that the amount of sales to be $ 5,000.00.

John H. Hopkins, 2nd Clerk.

True Copy,

TEST: Clerk.

Filed 28 July, 1954

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Joseph M. Basso And
Luciel R. Basso, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of September, 1954, that the sale made and reported by the ~~Trustee~~ 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 ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 17 Sept, 1954.

11

ATTORNEY NAMED IN MORTG.
~~Mortgage~~ Bond.

LIBER 89 PAGE 326

1-369

Additional Bond
152955

227 ST. PAUL STREET
BALTIMORE, MD

NEW AMSTERDAM CASUALTY COMPANY

60 JOHN STREET
NEW YORK, N. Y

No. 11,042 Equity

Know All Men by These Presents:

That we Walter S. Calwell - 19 E. Fayette Street, Baltimore, Maryland,
as Principal
and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of
FIVE HUNDRED AND 00/100 ($500.00) Dollars,
to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 28th day of July in the year nineteen hundred and fifty-four.

Whereas, the above bounden Walter S. Calwell

by virtue of the power contained in a Mortgage from Joseph M. Basso and Luciel R. Basso, his wife to the Baltimore Federal Savings & Loan Association

bearing date the 29th day of November nineteen hundred and 51

and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 658, Folio 25, and

WHEREAS, the said 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

Anne S. Molloy
Attest: Anne S. Molloy

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By G. Lee Burgess
Vice-President

Attest [illegible]
Assistant Secretary

Witness as to Surety:

Marie S. Kraus
Marie S. Kraus

Approved this 3 Aug., 1954
John T. Hopkins, 3rd, Clerk.

Filed 3 Aug., 1954.

12

LIBER 89 PAGE 327

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

No. 11,042 Equity

WALTER S. CALWELL, Attorney Named In Mortgage

Vs.

JOSEPH M. BASSO And LUCIEL B. BASSO, His Wife.

Ordered, this 28th day of July, 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 7th 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 7th day of September next.

The report states that the amount of sales to be $5,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-28

No. M. G. 1623

13

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 10, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11042

Joseph M. Basso

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 September, 1954. The first insertion being made the 5th day of August, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 17 Sept., 1954.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage

vs.

Joseph M. Basso
and
Luciel R. Basso, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,042 Equity

To the Honorable, the Judges of said Court:

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

November 9, 1954

All of which is respectfully submitted.

Laura K. Ticklein
Auditor.

Filed 12 Nov., 1954

14

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Joseph M. Basso and Luciel R. Basso, his wife

			in ac.	
To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	182	26	257	26
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	20	00		
Auditor - stating this account	13	50	43	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premiums	20	00		
Sam W. Pattison & Co. - auctioneer's fee	105	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Clara M. Link - notary fees	1	25	194	51
To Baltimore Federal Savings & Loan Ass'n, mortgagee - in full for first mortgage claim	4,162	36	4,162	36
To Louis Zions, second mortgagee - this balance on account second mortgage claim	441	81	441	81
			5,099	44
Amount of second mortgage claim filed	1,429	99		
Cr. Amount allowed as above	441	81		
Balance due	988	18		

15

with Walter S. Calwell, Attorney named in Mortgage Cr.

1954						
July	20	Proceeds of Sale	5,000	00		
		Interest on deferred payment to 10/20/54	75	24	5,075	24
		Refund 1954 State and County taxes- 5 months, ten days	24	20	24	20
					5,099	44

LIBER 89 PAGE 331

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Joseph M. Basso

and

Luciel R. Basso, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,042 Equity.

ORDERED, This 12 day of November, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of December next.

Filed 12 Nov., 1954. Wm. H. Hopkins, Brd. Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of December, 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~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 21 Dec., 1954.

LIBER 89 PAGE 332

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1954

We hereby certify, that the annexed

Order Nisi And Auct - No. 11042

Joseph M. Basso

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 20th day of December, 1954. The first insertion being made the 18th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Morris Tate

Filed 21 Dec., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,042 Equity

WALTER S. CALWELL, Attorney named in Mortgage

Vs.

JOSEPH M. BASSO and LUCIEL R. BASSO, his wife

Ordered, this 12th day of November, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of December next.

JOHN H. HOPKINS, 3rd, Clerk

True Copy. TEST:

JOHN H. HOPKINS, 3rd, Clerk

d-3

No. M. G. 3489

18

LIBER 89 PAGE 333

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LOUIS B. COLLINS, also known as LOUIS COLLINS and	*	ANNE ARUNDEL COUNTY
MABEL R. COLLINS, also known as MABEL COLLINS, his wife	*	In Equity No. 11,019

* * * * * *

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 21 May, 1954.

LIBER 89 PAGE 334

No. 11,017 Equity

: County Form.

PETITIONER'S EXHIBIT "A"

LIBER 520 PAGE 353

This Mortgage, Made this 3rd day of May, in the year one thousand, nine hundred and forty-nine- - - - -, between LOUIS B. COLLINS, also known as LOUIS COLLINS, and MABEL R. COLLINS, also known as MABEL COLLINS, his wife, of Anne Arundel County - - - - - - - - - - - - -, in the State of Maryland, Mortgagors, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., a body corporate, duly incorporated under the laws of Maryland, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of FIFTY-TWO HUNDRED ($5200.00)- - - - - - - - - - - - - - - - - Dollars, on their forty (40)- shares of its stock, the 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 in installments, with interest thereon from the date hereof at the rate of five 5% per cent. 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 FIFTY FIVE DOLLARS AND FIFTY CENTS ($55.50) - - - 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 TEN ($10.00) - 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:

BEING Lot No. 26 on the Plat of Colonial Housing Corporation, Part of Roland Terrace, Anne Arundel County, Maryland, filed among the Anne Arundel County Land Records in Cabinet No. 2, Rod E-2, Plat 15. The improvements thereon being known as No. 522 Church Street.

BEING the same lot of ground which by Deed dated May 24, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 281 folio 51 was granted and conveyed by COLONIAL HOUSING CORPORATION, to LOUIS B. COLLINS, in the name of LOUIS COLLINS, and MABEL R. COLLINS, in the name of MABEL COLLINS, his wife, the within Mortgagors.

Filed 21 May, 1954

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, [illegible] forever in fee simple.

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~~ five (6%) (5%) per cent. 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 ~~five~~ six (6%) (5%) per cent. 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 Mortgagors, 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 it shall be lawful for the said Mortgagee, its successors or assigns, or for **William C. Rogers,** 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 $200.00 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 Mortgagor s, 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 sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement, all expenses incident to said advertisement or notice, all court costs and expenses incident to the foreclosure proceedings under this mortgage and a commission on the total mortgage debt, principal and interest equal to one-half the percentage allowed as commissions to trustees making sale under decrees of the Circuit Court of Anne Arundel - - - County in Equity, which said expenses, costs and commissions the said Mortgagor s, for 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 commission, but said sale may be proceeded with unless prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commissions.

The said Mortgagor s 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 Mortgagor s.

WITNESS:

Gertrude Lyons McNeil
GERTRUDE LYONS McNEIL

Louis B. Collins (SEAL)
LOUIS B. COLLINS

Mabel R. Collins (SEAL)
MABEL R. COLLINS

4

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of May - - - -, 19 49, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared LOUIS B. COLLINS, also known as LOUIS COLLINS, and MABEL R. COLLINS, also known as MABEL COLLINS, his wife, - - the Mortgagor s, named in the aforegoing mortgage, satisfactorily proven to be the person s 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 GEORGE H. JARBOE - - - - - - - - - - - -, 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.

Stanley L. Holmes
STANLEY L. HOLMES Notary Public.

Recorded- 5th-May-1949-at-3:00-P.M.

INSPECTED J. L. C.

My commission expires May 7, 1951.

MORTGAGE

FROM

LOUIS B. COLLINS and

MABEL R. COLLINS, his wife.

TO

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BLOCK NO.

Received for Record May 5 1949

at 3 o'clock P M. Same day recorded in

Liber J.H.F. No. 520 Folio 353 etc.,

one of the Land Records of

Baltimore City and examined per

, Clerk.

Cost of Record, $

WILLIAM C. ROGERS
Attorney at Law
1521-26 Munsey Building
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO.
WRITTEN BY
FORM APPROVED
READY FOR RECORD

1327

WILLIAM C. ROGERS, Attorney	*	IN THE
Named in Mortgage	*	CIRCUIT COURT
VS	*	FOR
LOUIS B. COLLINS, also known as LOUIS COLLINS and	*	ANNE ARUNDEL COUNTY
MABEL R. COLLINS, also known as MABEL COLLINS, his wife	*	In Equity No. 11,019

* * * * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 19th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared William C. Rogers, Plaintiff in the above entitled cause, who being duly sworn according to law, deposed and said:

That Louis B. Collins, also known as Louis Collins and Mabel R. Collins, also known as Mabel Collins, 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 Louis B. Collins, also known as Louis Collins, and Mabel R. Collins, also known as Mabel Collins, 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 21 May, 1954.

6

WILLIAM C. ROGERS, Attorney named	*	IN THE
in Mortgage	*	CIRCUIT COURT
vs	*	FOR
LOUIS B. COLLINS, also known as Louis Collins and	*	ANNE ARUNDEL COUNTY
MABEL R. COLLINS, also known as Mabel Collins, his wife	*	In Equity

Ve 11,619

* * * * * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Augusta Building and Loan Association, Inc., under the mortgage from Louis B. Collins, also known as Louis Collins and Mabel R. Collins, also known as Mabel Collins, his wife, to The Augusta Building and Loan Association, Inc. dated May 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 520, folio 353.

June 17, 1954

Louis B. Collins and Mabel R. Collins, wf.
522 Church Street
Anne Arundel County, Maryland

Original Amount of Loan	$5,200.00
Interest on Loan	1,032.13
Expenses	1,027.38
	$7,259.51
Less Amount of Payments	4,318.20
BALANCE DUE BY MORTGAGORS	$2,941.31

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY: Mason H. Kornmann
MASON H. KORNMANN, Executive, Vice-President

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 17th 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 Mason H. Kornmann, Executive Vice-President of The Augusta Building and Loan Association, Inc., 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.

Notary Public

Filed 19 June, 1954

Mortgagee and Attorney's Bond.

LIBER 89 PAGE 340

US 1-369

No. 11,019 Equity.

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

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 Louis B. Collins, also known as Louis Collins, and Mabel R. Collins, his wife, also known as Mabel Collins, given unto Augusta Building and Loan Association, a body corporate - - - - - - - - bearing date the 3rd day of May nineteen hundred and forty-nine and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 520, Folio 353; 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

Attest: HERBERT C. MOORE

G. Lee Burgess, Assistant Secretary

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY,

By J. F. Flerman, Res. Vice President.

Approved this 19 June, 1954
John A. Hopkins, Clerk

Filed 19 June, 1954.

George W. Scible, - - - - - - - LIBER 89 PAGE 341 - - - - - Auctioneer

WINSON G. GOTT, Jr., Attorney
Lee Building
Annapolis, Maryland

MORTGAGEE'S SALE

— OF VALUABLE IMPROVED —

Fee Simple Property

SITUATE AT ROLAND TERRACE, FIFTH ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Louis B. Collins, also known as Louis Collins, and Mabel R. Collins, also known as Mabel Collins, his wife, to The Augusta Building and Loan Association, Inc., dated May 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 520, folio 353, the undersigned, as Attorney named in said mortgage, will offer for sale at public auction, on the premises, at No. 522 Church Street, Roland Terrace, Brooklyn, Anne Arundel County, Maryland, on

MONDAY, JUNE 21st, 1954

AT 3 P. M.

All that lot of ground and improvements thereon, in the 5th Election District of Anne Arundel County, described as follows:

Being Lot Number 26 on the Plat of Colonial Housing Corporation, Part of Roland Terrace, Anne Arundel County, Maryland, filed among the Anne Arundel County Land Records in Cabinet No. 2, Rod E-2, Plat 15. The improvements thereon being known as No. 522 Church Street. Subject to the restrictions set forth in a deed from Colonial Housing Corporation to Richmer Corporation, dated May 14, 1942 and recorded in Liber J. H. H. No. 259, folio 250; and subject also to pole line agreement to Consolidated Gas Electric Light and Power Co., dated June 15, 1942, recorded in J. H. H. No. 264, folio 11.

IMPROVEMENTS: One and one-half story, asbestos-shingle, semi-bungalow with two apartments (one in basement); one car asbestos-shingle garage.

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 and all other public charges to be adjusted to day of sale.

Sale to date of

WILLIAM C. ROGERS,
Attorney named in Mortgage,
Rogers Building
113 E. Baltimore Street,
Baltimore, Maryland

CAPITAL GAZETTE PRESS ANNAPOLIS, MD.

9

Filed 24 June, 1954

I hereby certify that I have this 21st day of June, 1954, sold the within described property to ALTA L. BOBBITT FOR TEN THOUSAND FIVE HUNDRED DOLLARS he 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 21st day of June, 1954, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Ten Thousand Five Hundred Dollars ($10,500) and I hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

Purchaser

Purchaser

Filed 24 June, 1954.

WILLIAM C. ROGERS, Attorney	*	IN THE CIRCUIT COURT
Named in Mortgage	*	
vs	*	FOR
LOUIS B. COLLINS, also known as Louis Collins and	*	ANNE ARUNDEL COUNTY
	*	In Equity
MABEL R. COLLINS, also known as Mabel Collins, his wife	*	No. 11,019

* * * * * * *

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 known as No. 522 Church Street, Roland Terrace, 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 twenty-first day of June, 1954, at 3:00 o'clock p.m., attend on the premises and then and there sold the fee simple property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this Report, unto Alta L. Bobbitt, 1111 Walnut Avenue, Baltimore, Maryland at and for the price of $10,500.00, 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 22nd 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 aforegoing 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

ROBERT G. MOORE NOTARY PUBLIC BALTIMORE, MARYLAND

11

Filed 24 June, 1954.

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland.

MORTGAGEE'S SALE OF VALUABLE IMPROVED FEE SIMPLE PROPERTY, SITUATE AT ROLAND TERRACE, FIFTH ELECTION DISTRICT.

Under and by virtue of a power of sale contained in a mortgage from Louis B. Collins, also known as Louis Collins, and Mabel R. Collins, also known as Mabel Collins, his wife, to The Augusta Building and Loan Association, Inc., dated May 3, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 520, folio 353, the undersigned, as Attorney named in said mortgage, will offer for sale at public auction, on the premises, at No 522 Church Street, Roland Terrace, Brooklyn, Anne Arundal County, Maryland, on

MONDAY, JUNE 21, 1954,
AT 3 P. M.

All that lot of ground and improvements thereon, in the 5th Election District of Anne Arundel County, described as follows:

Being Lot Number 26 on the Plat of Colonial Housing Corporation, Part of Roland Terrace, Anne Arundel County, Maryland, filed among the Anne Arundel County Land Records in Cabinet No. 2, Rod E-2, Plat 15. The improvements thereon being known as No. 522 Church Street. Subject to the restrictions set forth in a deed from Colonial Housing Corporation to Richmer Corporation, dated May 14, 1942 and recorded in Liber J. H. H. No. 250, folio 250; and subject also to pole line agreement to Consolidated Gas Electric Light and Power Co., dated June 15, 1942, recorded in J. H. H. No. 204, folio 11.

Improvements: One and one-half story, asbestos-shingle, semi-bungalow with two apartments (one in basement); one car asbestos-shingle garage.

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% intrest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS,
Attorney named in Mortgage,
Rogers Building,
118 E. Baltimore Street,
Baltimore, Maryland.

GEORGE W. SCIBLE, Auctioneer.

jn-17

LIBER 89 PAGE 345

ORDER NISI

William C. Rogers,
Attorney Named in Mortgage

versus

Louis B. Collins, also known as
Louis Collins, and
Mabel R. Collins, also known as
Mabel Collins, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,019 Equity

Ordered, this 24 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, ~~Trustees~~,

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 $ 10,500.00.

John T. Hackett, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 24 June, 1954.

(Final Order)

William C. Rogers,
Attorney Named in Mortgage

versus

Louis B. Collins, also known as
Louis Collins, and
Mabel R. Collins, also known as
Mabel Collins, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of August, 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.

12.

Filed 16 Aug., 1954.

(Additional Bond)

Mortgagee and Attorney's Bond.

LIBER 89 PAGE 346

US 1-369

No. 11,019 Equity

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

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----------

------FOUR THOUSAND FIVE HUNDRED ($4,500.00)----------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 30th 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 Louis B. Collins, also known as Louis Collins, and Mabel R. Collins, his wife, also known as Mabel Collins, given unto Augusta Building and Loan Association, a body corporate----------

bearing date the 3rd day of May nineteen hundred and forty-nine and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 520, Folio 353, 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

Attest: HERBERT C. MOORE

G. Lee Burgess, Assistant Secretary

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By C. S. Weech - Vice President.

Approved this 2 July, 1954.
John H. Hopkins, 3rd, Clerk

Filed 2 July, 1954.

13

LIBER 89 PAGE 347

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. 11,019 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage

Vs.

LOUIS B. COLLINS, Also Known As LOUIS COLLINS, And MABEL R. COLLINS, Also Known As MABEL COLLINS, His Wife.

Ordered, this 24th day of June, 1954, That the sale of the Property and reported 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 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 $10,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-22

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16, 1954

We hereby certify, that the annexed Order Nisi Eq. 11,019 Louis B. Collins 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 P. Vilghman

Filed 16 Aug., 1954.

No. M. G. .....

14.

In the Case of

William C. Rogers,
Attorney named in Mortgage

vs.

Louis B. Collins, also known as Louis Collins, and
Mabel R. Collins, also known as Mabel Collins, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,019 Equity

To the Honorable, the Judges of said Court:

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

November 10, 1954

All of which is respectfully submitted.

Laura K. Jicklong
Auditor.

Filed 16 Nov., 1954.

15

Dr. William C. Rogers, Attorney named in Mortgage, vs. Louis B. Collins, etc, and Mabel R. Collins, etc, his wife — in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	348	70		
To Receiver for Commissions on Rents, viz:	1	50		
			550	20
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	23	25		
Auditor - stating this account	18	00		
			51	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	40	00		
Capital-Gazette Press - handbills	9	69		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	19	00		
The Daily Record - advertising sale	12	60		
U. S. Casualty Co. - premium on Receiver's bond	10	00		
U. S. Casualty Co. - premium on Attorney's bonds	42	00		
George W. Scible - auctioneer's fee	50	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Herbert C. Moore - notary fees	2	00	210	84
To Attorney for Benefit Charges, viz:				
City Treasurer - water bill -5/14/54	10	75		
Adjustment of water rent to 6/21/54	2	25	13	00
To The Augusta Building & Loan Ass'n, Inc., first mortgagee - in full for mortgage claim filed	2,941	31	2,941	31
To Alta L. Bobbitt and W. Esther Bobbitt, his wife, second mortgagees - this balance on account mortgage claim filed	6,938	02	6,938	02
			10,704	62
Amount of second mortgage claim	9,675	52		
Cr. Amount allowed above	6,938	02		
Balance due	2,737	50		

16

with William C. Rogers, Attorney named in Mortgage Cr.

1954						
June	21	Proceeds of Sale	10,500	00		
		Interest on deferred payment - 2 months 14 days	123	34	10,623	34
		Rent collected by Receiver	15	00	15	00
		Refund 1954 State and County taxes - 6 months 9 days	52	65		
		Refund 1954 water main and sewer benefit charges ($12.25) - 6 months 9 days	6	43		
		Refund fire insurance premium	7	20	66	28
					10,704	62

ORDER NISI

LIBER 89 PAGE 351

William C. Rogers,

Attorney named in Mortgage

VERSUS

Louis B. Collins,
also known as Louis Collins,
and
Mabel R. Collins,
also known as Mabel Collins,
his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,019 Equity.

ORDERED, This 16 day of November, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of December next.

Filed 16 Nov 1954 Wm. A. Hopkins, Jr., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22d day of December, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Auditor~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 22 Dec., 1954

18

LIBER 89 PAGE 352 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1954

We hereby certify, that the annexed

Order Nisi - Circ. Court - Eq. 11019

Louis B. Collins

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 20th day of December, 1954. The first insertion being made the 18th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,019 Equity

WILLIAM C. ROGERS, Attorney named in Mortgage
Vs.
LOUIS B. COLLINS, also known as LOUIS COLLINS, and MABEL R. COLLINS, also known as MABEL COLLINS, his wife

Ordered, this 16 day of November, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of December next.

JOHN H. HOPKINS, 3rd, Clerk

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

d-2

No. M.G. 3492

19

Filed 22, Dec. 1954

EARL L. HEIDEGER 2843 Alabama Avenue Baltimore County, Md.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
RUTH P. TROUT Marley Park Anne Arundel County, Md.	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY No. 10,738

* * *

Filed 3 June, 1953.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of EARL L. HEIDEGER by his solicitors, GERALD KERR and Z. TOWNSEND PARKS, JR., respectfully represents unto your Honors:

FIRST: That LEWIS D. HEIDEGER, late of Baltimore County, deceased, was in his lifetime seised and possessed, in fee simple, of certain lots of ground and improvements lying in Anne Arundel County, and described as follows:

BEING known as Lots Nos. 47 and 48 on the Plat of Marley Park Beach Addition, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber F.S.R. No. 3, folio 5.

BEING the same lots of ground which by Deed dated March 6th, 1934 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 120, folio 370 were granted and conveyed by The Holloway Company unto the said LEWIS D. HEIDEGER, the aforesaid deed being filed herewith and marked "Exhibit A".

SECOND: That the said LEWIS D. HEIDEGER departed this life, a widower, on the eighth day of September, 1935, intestate, leaving surviving him the following children, to whom, as his heirs at law, the said lots of ground and improvements descended, viz:-

(a) Your orator, EARL L. HEIDEGER, a son of the said LEWIS D. HEIDEGER, who resides in Baltimore County, and is sui juris.

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

(b) RUTH P. TROUT, a daughter of the said LEWIS D. HEIDEGER, who resides in Anne Arundel County, and is sui juris.

THIRD: That the said real estate is not susceptible of partition without material loss or injury to the parties entitled to interests therein as above stated, and that, in order to make a division of said interests, it will be necessary that the said real estate be sold, and the proceeds thereof divided amongst the parties according to their several interests.

TO THE END, THEREFORE,

1. That a decree may be passed for the sale of said real estate.

2. That the proceeds of said sale may be distributed between your orator and the said RUTH P. TROUT according to their respective rights and interests.

3. That your orator may have such other and further relief as his case may require.

AND AS IN DUTY BOUND, ETC.

Gerald Kerr

Z. Townsend Parks, Jr.
Solicitors for Plaintiff
3 E. Lexington Street
Baltimore 2, Maryland

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

2

LIBER 89 PAGE 355

No. 10,738 Equity.

This Deed, Made this - - - - - sixth- - - - - day of March - - - - - -

in the year nineteen hundred and thirty-four by and between THE HOLLOWAY COMPANY, a corporation organized under the laws of the State of Maryland, of the first part, and LEWIS D. HEIDEGER

of City of Baltimore

State of Maryland of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and the performance of the covenants and restrictions hereinafter set out to be performed by the said party - - - - - - - - - - of the second part, his heirs and assigns, the said THE HOLLOWAY COMPANY does hereby grant and convey unto the said LEWIS D. HEIDEGER, his

3 June, 1953. Filed

heirs and assigns, subject to the said covenants and restrictions, all those lots or parcels of ground situate, lying and being in Anne Arundel County, in the State of Maryland, and known as Lots Forty-seven (47) and Forty-eight (48)

on the Plat of Marley Park Beach Addition which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber F.S.R. No. 3, folio 5.

BEING a part of the whole tract of land which by deed dated July 18, 1927, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 14, Folio 84, was granted and conveyed by THE MARLEY PARK BEACH LAND COMPANY, to the said THE HOLLOWAY COMPANY.

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.

No. 10,738 Eq
Heidegger v Trout
Examiner's Exh. 1
4/14/54 E/Clawans
Examiner

"EXHIBIT A"

TO HAVE AND TO HOLD the said lots of ground and premises above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said

LEWIS D. HEIDEGER, his

heirs and assigns, in fee simple; subject, however, to the following covenants and restrictions, which are hereby entered into by the said party of the second part, for himself, his heirs and assigns, with the said THE HOLLOWAY COMPANY, as part of the consideration for this deed:

FIRST.—All dwellings shall be set back from the street upon which the premises front not less than 25 feet, and all garages shall be set back not less than 70 feet and garages on corner lots shall be set back not less than 20 feet, from the side street, and no dwelling shall be built on a plot having a frontage of less than 40 feet on the street on which the plot fronts, and no dwelling shall cost less than $1,000.00.

SECOND.—Business buildings may be erected on lots fronting on Annapolis Boulevard and Summit Avenue, but in all cases plans, specifications and location of buildings must be submitted to the grantor, or its successors, and receive its approval in writing before construction is begun.

THIRD.—No fence, wall, hedge or sign shall be built or maintained unless the location, nature, shape and material be first made known to the grantor in said deed, or its successors, and receive its approval in writing.

FOURTH.—A small chicken house may be maintained on the premises under rules and regulations to be made or at any time altered by said grantor.

FIFTH.—That no cesspool or receptacle of any kind for the storage of liquid waste, no privy or vault nor any form of privy, shall be constructed or kept on the land hereby agreed to be conveyed, except in accordance with the plans and specifications first approved by the party of the first part, and no outside privy or vault shall at any time be erected or maintained upon said property; that no swine shall be kept on said premises, and no nuisance of any kind shall be maintained or allowed thereon, nor any use thereof made nor permitted which shall be noxious or dangerous to health.

SIXTH.—The said THE HOLLOWAY COMPANY reserves the right to enter upon the premises herein mentioned at any time prior to the erection of a dwelling thereon, and grade the same, placing soil thereon or removing soil therefrom, and to cut grass, remove weeds and plant and cultivate flowers, shrubs, and trees thereon, and at any time to enter along the back line thereof to install and maintain or license others to install and maintain wires and apparatus above or below the ground for electric light or telephone, or both for general use.

SEVENTH.—At no time shall the above described lots, or any part thereof, or any building thereon erected be sold, leased or transferred to, or occupied by any negro, or person of negro descent. This provision, however, not to include occupancy by servants, or any employee of owner or occupant of said lot.

EIGHTH.—All reference or mention of streets, roads, lanes, sidewalks, alleys or paths in this deed will be and are for the purpose of description only and not for the purpose of dedication; and nothing in the aforegoing reference to streets, roads, lanes or alleys shall give to the purchaser any title to the beds thereof.

NINTH.—It is distinctly covenanted and agreed between the parties hereto that all the covenants and agreements herein above expressed shall be held to run with and bind the land hereby conveyed, provided, however, that said covenants and agreements may be at any time and in any manner changed with the mutual consent of the said grantor, or its successors, and the owner or owners at the time being of the lot or lots hereby conveyed.

AND the said THE HOLLOWAY COMPANY hereby covenants that it will warrant specially the property hereby granted and conveyed; and that it will execute such further assurances of the same as may be requisite.

WITNESS the corporate seal of the said THE HOLLOWAY COMPANY, and the signature of the President thereof.

TEST:

Annie A. Dukes

THE HOLLOWAY COMPANY,

By Percival S. Whipple
President.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this - - **sixth** - - - - - - day of **March** - - - - - in the year nineteen hundred and **thirty-four** - - - - - - - before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared - - - - - - - - - - **-Percival S. Whipple** - - - - - President of THE HOLLOWAY COMPANY, Grantor, and he acknowledged the foregoing deed to be the act of said body corporate.

AS WITNESS my hand and Notarial seal:

Annie A. Dukes
Notary Public.

NO.	2020
DEED	Ba
CONTRACT	Ba
LEDGER	Ba
LIBER 297.	Ba
RELEASE REG.	Ba
TAX REG.	Ba
TAX BILL	Ba
CHARGE	
TESTE	Ba
NOTARY	Ba
CONF.	Ba
SEAL	Ba

No. 10,738 Eq
Filed 27 Apr., 1934 Ledger Trust

Examiner's Exh. 1
E Clowes
4/4/54 Examiner

LIBER 89 PAGE 358

No. 2020

DEED

FROM

The Holloway Company

TO

LEWIS D. HEIDEGER

2300 Annapolis Ave.

Baltimore, Md.

Received for Record 8 March 1934

at 2 *o'clock* P *M., Same day*

Recorded in Liber J.S.P. *No.* 120

Folio 370 *etc., one of the Land Records*

of Anne Arundel County

and examined per

Lou Martin Brady *Clerk.*

Cost of Record $ 3.50 paid.

LIBER 89 PAGE 350

EARL L. HEIDEGER 2843 Alabama Avenue Baltimore County, Md.	:	IN THE CIRCUIT COURT
vs.	:	FOR
RUTH P. TROUT Marley Park Anne Arundel County, Md.	:	ANNE ARUNDEL COUNTY EQUITY NO. 10,738

: : : : :

ANSWER TO BILL OF COMPLAINT

Now comes Ruth P. Trout in answer to Bill of Complaint against her exhibited:

1. She admits the allegations contained in paragraph one, two and three of said Bill of Complaint, and submits these proceedings and the property therein mentioned to the jurisdiction of this Court for public sale and distribution of the proceeds according to law.

Ruth P. Trout
Ruth P. Trout

Louis M. Strauss

Filed 21 July 1953.

I hereby certify that a copy of the aforegoing Answer was mailed to Gerald Kerr and Z. Townsend Parks, Jr., 3 E. Lexington St., Baltimore 2, Md., Solicitors for Plaintiff, on July 21st, 1953, postage prepaid.

Louis M. Strauss

1

LIBER 89 PAGE 360

EARL L. HEIDEGER 2843 Alabama Avenue Baltimore County, Md.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
RUTH P. TROUT Marley Park Anne Arundel County, Md.	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	***	10, 738

STIPULATION

It is hereby stipulated and agreed by and between the parties hereto that Lewis D. Heideger was, during his lifetime, seized and possessed of all that lot of ground and improvements situated in Anne Arundel County, State of Maryland, known as Lots Nos. 47 and 48 on the Plat of Marley Park Beach Addition, more fully described in the Deed filed with the Bill of Complaint in these proceedings and marked "Exhibit A"; that the said Lewis D. Heideger did depart this life on September 8, 1935, a widower, intestate, and leaving surviving him as his only heirs at law his son, the Complainant herein, Earl L. Heideger, and his daughter, the Respondent herein, Ruth P. Trout, and that no administration was made of his estate.

It is further stipulated and agreed that the said lot of ground and the improvements thereon have an approximate value of One Thousand ($1,000.00) Dollars, and that the same is not susceptible to partition and that it would be to the interest of the parties that said property be sold and the proceeds thereof divided between the said Complainant and the said Respondent according to their several interests.

Gerald Kerr, Solicitor for Complainant

Louis M. Strauss, Solicitor for Respondent

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

8

Filed 23 Nov., 1953.

EARL L. HEIDEGER,	:	IN
PLAINTIFF	:	THE CIRCUIT COURT
VS.	:	FOR
RUTH P. TROUT,	:	ANNE ARUNDEL COUNTY
DEFENDANT	:	NO. 10,738 Equity

::::::::::

TESTIMONY ON BEHALF OF PLAINTIFF

April 14, 1954

Present:

Gerald Kerr, Solicitor for Plaintiff

Louis M. Strauss, Solicitor for Defendant

Emanuel Klawans, Examiner

Irene Hazel, Court Stenographer

Witnesses:

Earl L. Heideger, pages 2 and 3

Theodore F. Stromberg, pages 3 and 4

SIGNATURES WAIVED BY CONSENT OF COUNSEL

Filed 27 Apr., 1954.

Earl L. Heideger, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Kerr)

(DEED DATED MARCH 6th, 1934 BY AND BETWEEN THE HOLLOWAY COMPANY AND LEWIS D. HEIDEGER MARKED EXAMINER'S EX.1)

1. State your name.

A. Earl L. Heideger.

2. Mr. Heideger, what is your address?

A. 2843 Alabama Avenue, Baltimore County, Md.

3. And you are the son of the late, Lewis D. Heideger?

A. Yes sir.

4. When did he die?

A. September 8th, 1935.

5. At the time of his death was he a widower?

A. Yes.

6. How many children did he have?

A. Two.

7. And who are they?

A. Myself, and my sister, Ruth P. Trout.

8. Did your father have any property in Anne Arundel County at the time of his death?

A. Yes, he had some lots and property.

9. I show you this deed that is Examiner's Ex. No. 1, from The Holloway Company to Lewis D. Heideger for lots Nos. 47 and 48 on the Plat of Marley Park Addition, are they the lots of ground?

A. Yes sir.

10. Are these lots of ground improved?

A. Yes, they have a frame house with a cellar, got four rooms and an attic.

11. In what condition is the property?

A. It's in terrible condition, and it's about to fall down.

12. Is this property susceptible of division between you and your sister, in other words, could it be divided giving you a portion and her a portion without loss or injury to the

parties?

A. No.

13. Would it be to the best interest of parties concerned if the property was sold and the proceeds divided between them?

A. Yes sir.

14. At the time of your father's death were Letters of Administration ever taken out on his estate?

A. No.

(Mr. Klawans)

Q. Are both you and your sister more than twenty one years of age?

A. Yes sir.

Q. Did your father leave any will?

A. No.

Q. Did your father have any other children who predeceased him?

A. No.

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

Signatures Waived

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

(Mr. Kerr)

1. State your name and address.

A. Theodore F. Stromberg, 5308 East Drive, Arbutus.

2. And your occupation?

A. Real Estate Broker.

3. How long have you been a Real Estate Broker?

A. Since 1940, fourteen years.

4. Are you familiar with property in the neighborhood of Marley Creek?

A. Yes.

5. Have you had sales in that neighborhood?

A. Yes.

//

6. Have you examined the property described in these proceedings?

A. Yes.

7. Would you describe it?

A. Well, it's a frame dwelling, four rooms, no bath, stone foundation, there is a basement, but there is just a dirt floor--no cement, no plumbing facilities, no heating plant, and it's in very deplorable condition, looks like rot has set in and the windows are missing, not all windows but a few, and the lot is in very bad condition, two lots 47 and 48, the rear of it is on Marley Creek which looks more or less like a swamp now.

8. What are the size of the lots?

A. 40 x 220.

9. What in your opinion are the lots of ground and improvements worth?

A. They're worth about a Thousand Dollars ($1000.00).

10. In your opinion, could the lots of ground and improvements be divided without loss or injury to the parties?

A. No.

11. Do you think it would be to the advantage of the parties that the property be sold and the proceeds be divided amongst them?

A. I do.

(Mr. Klawans)

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

Signatures Waived

12

4

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

Witness my hand and seal this 27th day of April, 1954.

Emanuel Kravas (SEAL)
Examiner

E.K. $10.00

I.H. $4.00 Pd 4/27/54 S.B.H.

13

EARL L. HEIDEGER	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
RUTH P. TROUT	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY
	*	No. 10738
	***	

The above cause standing ready for hearing and being submitted, the bill, answer, stipulation and all other proceedings were, by the Court, read and considered,

It is Thereupon, this 10th day of May, 1953, by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, Adjudged, Ordered and Decreed that the property mentioned in these proceedings be sold; that Gerald Kerr and Louis M. Strauss be and they are hereby appointed Trustees to make said sale and that the course and manner of their proceedings shall be as follows, they shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, and a surety or sureties to be approved by this Court, in the penalty of One Thousand ($1,000.00) Dollars, conditional for the faithful performance of the trust reposed in them by this Decree or to be reposed in them by any future Decree or Order in the premises they shall then proceed to make the said sale, having given at least three weeks' notice by advertisement, inserted in The Maryland Gazette, or such other newspaper or newspapers as they shall think proper of the time, place, manner and terms of sale, which terms shall be cash, 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 affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before) the said Trustees shall 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, or them sold, free, clear and discharged from all claim of the parties hereto, plaintiffs and defendants, and those claiming by, from and under them, or either of them. And the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commission to 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.

And it also appearing to the Court that no notice to creditors was ever given on the Estate of Lewis D. Heideger, late of Baltimore City deceased,

It is further ORDERED that the said Trustees in the above cause named give notice to all persons having claims against the estate of the said Lewis D. Heideger, deceased, to file their claims, properly authenticated with the Clerk for the Circuit Court for Anne Arundel County, on or before the 10th day of ~~March~~ June, 1954, by causing a copy of this Order to be published in some weekly newspaper in Anne Arundel County once a week for ~~three~~ four successive weeks, before the ~~first day of March~~ 26th day of June, 1954.

Benjamin Michaelson
Judge

Filed 10 May, 1954.

LAW OFFICES
GERALD KERR
BALTIMORE, MD.

14

LIBER 89 PAGE 367

EARL L. HEIDEGER 2843 Alabama Avenue Baltimore County, Md.	:	IN THE CIRCUIT COURT
vs.	:	FOR
RUTH P. TROTT Marley Park, Anne Arundel County, Md.	:	ANNE ARUNDEL COUNTY No. 10,738 Equity

: : : : :

NOTICE TO CREDITORS OF LEWIS D. HEIDEGER, DECEASED

Pursuant to a decree of the Circuit Court for Anne Arundel County dated May 10, 1954, notice is hereby given all persons having claims against the estate of Lewis D. Heideger, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 10th day of August, 1954, otherwise they may be by law excluded from all benefits of the said deceased's estate.

GERALD KERR

LOUIS M. STRAUSS

Trustees

15

Filed 18 May, 1954.

KNOW ALL MEN BY THESE PRESENTS: 153235

THAT WE Gerald Kerr - Central Savings Bank Building, Baltimore, Maryland and Louis M. Strauss - Townsworth Building, Annapolis, Maryland, as principal, and NEW AMSTERDAM CASUALTY COMPANY - - - - - - - - - - - a corporation of the State of NEW YORK - - - - -, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND AND 00/100 ($1,000.00) - - - - - - - - Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 7th day of June - - - - - - in the year of our Lord one thousand nine hundred and fifty-four.

WHEREAS, the above bounden Gerald Kerr and Louis M. Strauss have by virtue of a decree of the Honorable Judge of the Circuit Court of Anne Arundel County Maryland been appointed trustee to sell

mentioned in the proceedings in the case of Earl L. Heideger

vs.

Ruth P. Trout

now pending in said Court:

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Gerald Kerr and Louis M. Strauss 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

Witness as to Gerald Kerr
F. Joan Kenealy
F. Joan Kenealy
Mildred F. Bean, as to
Signed, sealed and delivered in the presence of Louis M. Strauss
Mildred F. Bean as to Louis M. Strauss

Gerald Kerr (SEAL)
Gerald Kerr
Louis M. Strauss (SEAL)
Louis M. Strauss
NEW AMSTERDAM CASUALTY COMPANY (SEAL)
By G. Lee Burgess (SEAL)
Vice-President G. Lee Burgess
Attest (SEAL)
Assistant Secretary - V. N. Mercier

Witness: As to Surety: E. M. Keyser
E.M. Keyser

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the .... a corporation of the State of .... does hereby constitute and appoint .... its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of Baltimore City, 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 .... duly affixed by its Vice-President and attested by its Assistant Secretary, this .... day of ...., 195....

By: ....
Vice President

ATTEST:

....
Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

............, 19......

....
Assistant Secretary

Approved this 14 June, 1954
John H. Hopkins, 3rd, Clerk.
Filed 14 June, 1954

16

EARL L. HEIDEGER	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
RUTH P. TROUT	:	No. 10,738 Equity

I HEREBY CERTIFY that I have this 7th day of July, 1954, sold the within described property to Leopold Grund and Rosalie Grund, his wife, at and for the sum of Seven Hundred Dollars ($700.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made,

George Scibe Auctioneer

I HEREBY CERTIFY that we have this 7th day of July, 1954, purchased the within described property from Gerald Kerr and Louis M. Strauss, Trustees, at and for the price of Seven Hundred Dollars ($700.00) and we hereby agree to comply with the terms of said sale as set forth in the advertisement thereof.

Witness:

Leopold Grund (SEAL)
Leopold Grund

Rosalie Grund (SEAL)
Rosalie Grund

17

Filed 7 July, 1954.

EARL L. HEIDEGER	:	IN THE CIRCUIT COURT FOR
VS.	:	ANNE ARUNDEL COUNTY
	:	No. 10,738 Equity
RUTH P. TROUT	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Gerald Kerr and Louis M. Strauss, Trustees, under a decree passed in these proceedings, dated 10th of May, 1954 to make sale of certain real estate therein mentioned, respectfully shows:

That after giving Bond with security for the faithful performance of their trust, and after having complied with all other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, for at least three weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 7th day of July, 1954, at 10:00 o'clock A.M. then and there proceed to selland did sell, said property mentioned in these proceedings at public sale, to the highest bidder, said property being described as follows:

All that lot of ground situate in the Marley Park Beach Addition Section of Anne Arundel County, and described as follows:

Being known and designated as Lots Nos. 47 and 48 on the Plat of Marley Park Beach Addition which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book Liber F.S.R. No. 3, folio 5, said lot having a frontage on Hollowary Road of forty feet with an approximate depth of two hundred and twenty feet to Marlgy Creek.

Being the same property conveyed to Lewis D. Heideger by deed dated March 6, 1934 fromthe The Holloway Company, a body corporate, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 120, folio 370.

And, your said Trustees sold the above described property to Leopold Grund and Rosalie S. Grund, his wife, for the sum of Seven Hundred Dollars ($700.00), they being the highest bidder therefor.

Filed 7 July, 1954.

Respectfully submitted,

Gerald Kerr

Louis M. Strauss
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Gerald Kerr and Louis M. Strauss, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness My hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean
Notary Public

19

LIBER 89 PAGE 372

ORDER NISI

Earl L. Heideger

versus

Ruth P. Trout

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,738 Equity

Ordered, this 7 day of July, 19 54, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Gerald Kerr and Louis M. Strauss, Trustees,

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 $ 700.00.

John H. Hopkins, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 7 July, 1954.

Earl L. Heideger

versus

Ruth P. Trout

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of August, 1954, that the sale made and reported by the Trustees 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 Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

20

Filed 26 Aug., 1954.

LIBER 89 PAGE 373

EARL L. HEIDEGER	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
RUTH P. TROUT	:	ANNE ARUNDEL COUNTY
	:	NO. 10,738 Equity

: : : : :

CERTIFICATE OF PUBLICATION

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. 10,738 Equity
EARL L. HEIDEGER
Vs.
RUTH P. TROUT

Ordered, this 7th day of July, 1954, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Gerald Kerr and Louis M. Strauss, Trustees BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of August next.

The report states that the amount of sales to be $700.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

a-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16th, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10738

Earl L. Heideger

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

No. M. G. 1406

21

Filed 25 Aug, 1954.

LIBER 89 PAGE 374

EARL L. HEIDEGER 2843 Alabama Avenue Baltimore County, Md.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
Ruth P. Trott, Marley Park Anne Arundel County, Md.	:	No. 10,738 Equity

CERTIFICATE OF PUBLICATION OF NOTICE TO CREDITORS

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 15, 1954

We hereby certify, that the annexed

Notice to Creditors

Lewis D. Heidegar

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of June, 1954 The first insertion being made the 20th day of May, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,738 Equity
EARL L. HEIDEGER, 2843 Alabama Avenue, Baltimore County, Maryland,
Vs.
RUTH P. TROTT, Marley Park, Anne Arundel County, Maryland.
NOTICE TO CREDITORS OF LEWIS D. HEIDEGER, DECEASED

Pursuant to a decree of the Circuit Court for Anne Arundel County dated May 10, 1954, notice is hereby given all persons having claims against the estate of Lewis D. Heidegar, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 10th day of August, 1954, otherwise they may be by law excluded from all benefits of the said deceased's estate.

GERALD KERR
LOUIS M. STRAUSS
Trustees.

Ju-10

No. MG 877

22

Filed 11 Sept., 1954

In the Case of

Earl L. Heideger

VS.

Ruth P. Trout

In the

Circuit Court

For

Anne Arundel County

No. 10,738 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 E. Ecklund

Auditor.

1

Filed 15 Sept., 1954

23

Dr. Earl L. Heideger vs. Ruth P. Trout in ac.

To Trustees for Commissions, viz:	44 00	44	00
To Trustees for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Defendant's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	30 75		
Jos. W. Alton, Jr. - Sheriff's costs	1 45		
Emanuel Klawans - examiner's fee	10 00		
Irene Hazel - stenographer's fee	4 00		
Auditor - stating this account	13 50		
		79	70
To Trustees for Expenses, viz:			
Capital-Gazette Press - advertising sale	31 24		
Capital-Gazette Press - notice to creditors	8 00		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
New Amsterdam Casualty Co. -bond premium	10 00		
Theodore F. Stromberg - appraisal and testimony	50 00		
George W. Scible - auctioneer's fee	20 00		
One-half Federal documentary stamps	28		
One-half State documentary stamps	27		
Mildred F. Bean - notary fee	75		
		134	54
To Trustees for Taxes, viz:			
1954 State and County taxes ($32.01-adjusted)	19 85	19	85
To Trustees for Benefit Charges, viz:			
Anne Arundel County Sanitary Commission-			
1953 water and sewer benefit charge	12 68		
1954 water and sewer benefit charge - adjusted	7 78	20	46
BALANCE FOR DISTRIBUTION - $403.25			
Distributed to heirs at law of Lewis D. Heideger, viz:			
To Earl L. Heideger, son - one-half $201.63			
LESS Direct inheritance tax 2.02	199 61		
To Ruth P. Trout, daughter - one-half $201.62			
LESS Direct inheritance tax 2.01	199 61		
To R. Glenn Prout, Register of Wills - total direct inheritance tax	4 03	403	25
		701	80

24

with Gerald Kerr and Louis M. Strauss, Trustees Cr.

1954						
July	7	Proceeds of Sale	700	00		
		Interest on deferred payment	1	80	701	80
					701	80

ORDER NISI

LIBER 89 PAGE 378 In the

Earl L. Heideger

CIRCUIT COURT

VERSUS

For

ANNE ARUNDEL COUNTY

Ruth P. Trout

No. 10,738 Equity.

ORDERED, This 15 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 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 15 Sept. 1954 John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of November, 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 6 Nov, 1954

26

LIBER 89 PAGE 379

EARL L. HEIDEGER 2843 Alabama Ave. Baltimore County, Md.	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
RUTH P. TROUT Marley Park Anne Arundel County, Md.	:	No. 10,738 Equity
	:	

CERTIFICATE OF PUBLICATION OF ORDER NISI OF AUDITORS' ACCOUNT

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. 10,738 Equity
EARL L. HEIDEGER
Vs.
RUTH P. TROUT

Ordered, this 15th 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

No. M.G. .....

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 5, 1954

We hereby certify, that the annexed

Order Nisi Aud. Acct. - No. 10738

Earl L. Heidegger

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 25th day of October, 1954. The first insertion being made the 23rd day of September, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

27

Filed 5 Nov., 1954

J. HENRY DITTO, ASSIGNEE Plaintiff	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
JOHN H. ANDERSON and RITA COMERFORD ANDERSON, his wife Defendants	:	ANNE ARUNDEL COUNTY
	:	In Equity
	:	No. 11,037

Mr. John H. Hopkins, Clerk:

Please docket the above entitled case and file the accompanying mortgage from John H. Anderson and Rita Comerford Anderson, his wife, to the West North Avenue Savings and Loan Association of Baltimore City, dated April 4th, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 676, folio 139, and the assignment of said mortgage to J. Henry Ditto, dated May 11th, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 676, folio 142 embracing the leasehold property in Anne Arundel County Maryland, known as Lot No. 22 on the Plat of Belvedere Beach.

J. Henry Ditto
Assignee of Mortgage

J. Henry Ditto
Attorneys

Filed 8 June, 1954

D.R.—County

LIBER 89 PAGE 381
LIBER 676 PAGE 139

No. 11,037 Equity

This Mortgage,

Made this 4th day of April

in the year one thousand, nine hundred and fifty-two between

JOHN H. ANDERSON and RITA COMERFORD ANDERSON, his wife

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

WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY a body corporate, of the

State of Maryland, MORTGAGEE.

Whereas, the said JOHN H. ANDERSON and RITA COMERFORD ANDERSON, his wife

being members of the said body corporate, have received therefrom an advance of fifty-eight hundred and twenty-four dollars ($5824.00) on fifty-six shares of its stock.

used as part of the purchase money for the property hereinafter described.

Whereas, the said MORTGAGORS being so justly indebted unto the said Mortgagee for said advance, the said MORTGAGORS do hereby covenant to repay the same, together with interest thereon at the rate of Six per cent (6 %) per annum computed monthly, unto the Mortgagee or its assigns, at the office of the MORTGAGEE or its assigns in the following manner:

The sum of seventy-four dollars ($74.00) to be repaid on or before April 15th 1952---------- and the balance of said advance namely fifty-seven hundred and fifty dollars ($5750.00) and the interest to accrue thereon to be repaid unto the mortgagee in monthly installments (including principal and interest) of fifty dollars and sixty-nine cents ($50.69) commencing on the 15th--- day of May 1952---------- and continuing on the 15th---day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said mortgagors under the Act of Incorporation and/or Constitution and By Laws of said body corporate are fully paid.

Whereas it was a condition precedent to said advance that the repayment thereof, together with the interest, fines and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned should be secured by the execution of this Mortgage.

Now therefore, this Mortgage witnesseth, that in consideration of the premises and the sum of One Dollar, the said JOHN H. ANDERSON and RITA COMERFORD ANDERSON, his wife

do grant unto the said body corporate

its successors and assigns, all that lot of ground situate and lying in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEING known and designated as lot No. 22 on the Plat of Belvedere Beach which plat is duly recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod A-3, Plat No. 7 formerly recorded in Plat Book Records F.S.R. No. 3, folio 78.

BEING the same lot of ground described in a Deed bearing even date herewith and intended to be recorded among the Land Records

Filed 8 June, 1954

2

of Anne Arundel County prior hereto from The Karjon Company to the said John H. Anderson and Rita Comerford Anderson, his wife.

THIS mortgage shall also secure such future advances as shall be made at the mortgagee's option to said mortgagors prior to the payment in full of these presents not exceeding in the aggregate the sum of five hundred dollars as provided in Article 66, Sec. 2 (Acts 1945, Ch. 923) Annotated Code of Maryland.

IT is understood and agreed by and between the mortgagors and the mortgagee that the said mortgagors shall have the right and privilege of prepaying this mortgage in whole or in part at any time.

AND in case of any default in any of the payments, covenants or conditions of this mortgage, in addition to any and all other rights and remedies hereinafter provided by the terms of this mortgage, the said mortgagors do hereby declare their assent to the passing of a decree by the Circuit Court of Anne Arundel County for a sale of the property mortgaged; and the said mortgagors hereby authorize and direct the said mortgagee, its successors and assigns or KARL M. LEVY, its duly authorized attorney to sell the hereby mortgaged property; any such sale, whether under the above assent to a decree or under the above power of sale to be in accordance with Article 66, Sections 6 to 15 inclusive of the Annotated Code of Maryland, passed by the General Assembly of Maryland, at the January Session in the year 1950, or any supplements or additions thereto.

Together with the buildings and improvements thereon and the rights and appurtenances thereto belonging or appertaining, and all rents and profits issuing therefrom, which rents and profits said MORTGAGOR hereby assign to said MORTGAGEE, its successors and assigns, as additional security for the performance of the covenants hereinafter contained; and upon default in any of said covenants, said MORTGAGEE, its successors and assigns, is hereby authorized to collect said rents and profits, and/or to rent said premises for the account of said MORTGAGOR and to collect said rents and profits so collected, after deducting all costs of collection, administration and repairs necessary to the maintenance of said premises in a tenantable condition, to the account of said MORTGAGOR.

To Have and to Hold the said lot of ground and premises unto the said body corporate 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 ninety dollars payable in equal half yearly installments on the 4th-----days of April and October in each and every year; subject also to the restrictions mentioned in the deed above referred to.

If However the said MORTGAGORS shall make the payments and perform the covenants herein on their part contained, then this mortgage shall be void.

And the said Mortgagor S hereby covenant and agree with the said MORTGAGEE, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the MORTGAGEE, its successors and assigns during the continuance of this mortgage, the sum of - - - - - - - - - - - - - - - - fourteen dollars and thirty-one cents ($14.31)- - - - - - - - - - - - - - - per month upon the same day of each month thereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to be used by said MORTGAGEE, its successors and assigns, in payment of the ground rent, water rent, taxes and insurance premium when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of said MORTGAGEE, or its assigns, be credited as a payment on account of the principal mortgage debt; and the MORTGAGORS further agree that should said special fund at any time be insufficient, by reason of an increase in the tax or water rates, or from any other cause, to pay said charges when due, that they, their heirs, personal representatives or assigns will on demand pay such deficiency; said MORTGAGORS further agree to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged or on the mortgage debt or interest herein covenanted to be paid.

Said Mortgagor S also covenant and agree :—(a) to keep the improvements on said property in good repair; (b) to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the MORTGAGEE, or its assigns, in such company or companies designated by, and in amounts required by the MORTGAGEE, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of said MORTGAGEE, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the MORTGAGEE, its successors and assigns; (c) that it shall be deemed a default under this mortgage if they shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the MORTGAGEE; (d) that they specially warrant the property herein mortgaged, and that they will execute such further assurances thereof as may be requisite.

And it is Agreed that until default be made herein, the said MORTGAGOR S or their assigns, may retain possession of the hereby mortgaged property.

And in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the MORTGAGEE, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said

WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

its successors and assigns, or KARL M. LEVY, its or their Attorney or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs, personal representatives or assigns; and which sale shall be made in the manner following, viz: upon giving twenty days notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said MORTGAGEE, its successors or assigns, or party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted; the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said MORTGAGEE, its successors and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said MORTGAGORS, their personal representatives or assigns, or to whoever may be entitled to the same.

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

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

Witness the hands and seals of said MORTGAGORS.

TEST:

J. Henry Ditto

John H. Anderson (SEAL)

Rita Comerford Anderson (SEAL)

LIBER 89 PAGE 384
LIBER 676 PAGE 142

State of Maryland, Baltimore City, ss.

I Hereby Certify, that on this 4th day of April one thousand, nine hundred and fifty-two, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared JOHN H. ANDERSON and RITA COMERFORD ANDERSON, his wife the MORTGAGORS named in the foregoing mortgage, and they acknowledged the aforegoing mortgage to be their act.

At the same time also appeared - - - - - KARL M. LEVY, VICE- - - - - - - - - - - - - - - - - - President of the MORTGAGEE named in the aforegoing mortgage, and made oath in due form of law that the consideration set forth in said mortgage is true and bona-fide as therein set forth.

As Witness my hand and Notarial Seal.

J. Henry Ditto Notary Public

Recorded- 15th April, 1952, at 2:15 P.M.

INSPECTED J. R. L. H.L.B.R.

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

In Equity

J. HENRY DITTO, Assignee
Plaintiff

vs.

JOHN H. ANDERSON and
RITA COMERFORD ANDERSON,
his wife, Defendants

Order to Docket Case

Mr. Clerk:

Please File.

Attorney for Assignee

Mortgage

FROM

JOHN H. ANDERSON AND WIFE

TO

WEST NORTH AVENUE SAVINGS & LOAN ASSOCIATION OF BALTIMORE CITY

Block No.

Received for record April 15 1952 at 2:15 o'clock P. M. Same day recorded in Liber [redacted] No. 676 Folio 139 one of the Records of , and examined per Clerk.

Cost of record $

LEVY AND DITTO
ATTORNEYS AT LAW
804-808 FIDELITY BUILDING
BALTIMORE, MD.

500—8-48—H.B.Co.

LIBER 89 PAGE 385

FOR VALUE RECEIVED, The West North Avenue Savings and Loan Association of Baltimore City, a body corporate, does hereby assign the within mortgage to J. Henry Ditto.

WITNESS the corporate seal of said West North Avenue Savings and Loan Association of Baltimore City and the signature of KARL M. LEVY, Vice-President thereof this 11th day of May, 1954.

TEST:

Patricia C. Gambrill

Patricia C. Gambrill

West North Avenue Savings and Loan Association of Baltimore City

BY: Karl M. Levy

Karl M. Levy, Vice-President

331—5-57

SHORT ASSIGNMENT

OF MORTGAGE

FROM

WEST NORTH AVENUE SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

TO

J. HENRY DITTO

CITY

BLOCK ANNE ARUNDEL COUNTY

Received for Record 13 May 1954

at 2:15 *o'clock* P.M. *Same day*

Recorded in Liber S.G.L. *No.* 676

Folio 142 *etc., one of the Records of* Baltimore City, *and examined.*

Per

JOHN H. HOPKINS, 2nd

Clerk.

LIBER 89 PAGE 386

Militar \ffidavit under Soldiers' and Sai' ;' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

J. Henry Ditto, Assignee

Plaintiff

vs.

John H. Anderson and

Rita Comerford Anderson, wife

Defendants

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~

Anne Arundel County

No. 11,037 Equity

Docket ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared J. Henry Ditto, (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 defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

J. Henry Ditto

Affiant.

J. Henry Ditto

Subscribed and sworn to before me

this 2nd day of July 19 54

Patricia C. Gambrill

Notary Public

Patricia C. Gambrill

Filed 6 July, 1954.

6

LIBER 89 PAGE 387

J.Henry Ditto, Assignee

Plaintiff

vs.

John H. Anderson

Rita Comerford Anderson, wife

Defendants

IN THE

CIRCUIT COURT

OF
ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~
IN EQUITY
No. 11,037

STATEMENT OF MORTGAGE DEBT

Amount of mortgage loan	$5824.00
Interest to July 12th 1954	182.52
Late charge	7.80
Debit in expense account	62.39
	6076.71
By amount paid on loan	531.66
Balance due	$5545.05

J.Henry Ditto, Assignee

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 2nd day of July 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 J.Henry Ditto, Assignee

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.

Patricia C. Gambrill Notary Public

Filed 6 July, 1954

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 11,037 Equity

KNOW ALL MEN BY THESE PRESENTS:

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

Sealed with our seals and dated this 2nd day of July in the year of our Lord fifty-four.

Whereas, the above bounden J. Henry Ditto by virtue of the power contained in a mortgage from John H. Anderson and Rita Comerford Anderson, his wife to West North Avenue Savings and Loan Association of Baltimore City bearing date the 4th day of April and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 676 Folio 139 and Assigned to J. Henry Ditto who is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

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

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

Signed, sealed and delivered in the presence of:

Patricia C. Gambrill — J. Henry Ditto (SEAL)
Patricia C.Gambrill — J. HENRY DITTO

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg — By E. V. Shockley
C. BERG *As to Surety* E. V. SHOCKLEY *Attorney-in-Fact*

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

Approved this 6 July, 1954
John H. Hopkins, 3rd, Clerk

8 Filed 6 July, 1954.

State of Maryland, Baltimore City, sct·

LIBER 89 PAGE 389

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. C. YOST
Assistant Secretary

By: E. R. NUTTLE
Vice-President

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

July 2, , 1954

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

T. N. PERCIOT *Assistant Secretary*

LIBER 89 PAGE 390

J.Henry Ditto, Assignee	:	In The
Plaintiff	:	Circuit Court
	:	of
VS.	:	Anne Arundel County
John H.Anderson and Rita Comerford Anderson his wife	:	In Equity No. 11,037
Defendants.	:	

TO THE HONORABLE, THE JUDGES OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY:

The Report of Sale of J.Henry Ditto, Assignee of Mortgage filed in the above entitled cause, respectfully shows:

That after giving bond with security for the faithful discharge of his duties as Assignee, which was duly approved, and having given twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newspaper printed and published in Anne Arundel County and in The Sun, a newspaper printed and published in Baltimore City, said Assignee, did, pursuant to said notice, on Monday, July 12, 1954, at 3:30 o'clock P.M. attend on the premises, in Anne Arundel County, Maryland, and then and there sold the leasehold property described in the mortgage filed in the above entitled cause, under the power therein conferred on him, being lot No. 22 on the Plat of Belvedere Beach, subject to an annual ground rent of $90.00 and which property is fully described in the attached advertisement of sale, subject to the restrictions referred to in the advertisement unto C. and G. Construction Company, Inc. a body corporate, the highest bidder therefor, at and for the price or sum of $4200.00, cash upon ratification of sale; and that said sale was fairly made, and for the most money which could be obtained for said property.

RESPECTFULLY SUBMITTED

J.Henry Ditto, Assignee

LEVY and DITTO, Attorneys
804-5 Fidelity Building

ASSIGNEE'S SALE
— OF —
VALUABLE
LEASEHOLD PROPERTY
One story frame Residence
Lot No. 22 on the Plat of Belvedere Beach

In pursuance of the power contained in a mortgage from John H. Anderson and Rita Comerford Anderson, his wife, to The West North Avenue Savings and Loan Association of Baltimore City, dated April 4, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 676 folio 139, the undersigned Assignee of said Mortgage (default having occurred therein) will sell by Public Auction, on the premises, on

MONDAY, JULY 12TH, 1954,
AT 3:30 O'CLOCK, P. M. (D.S.T.)

That lot of ground and improvements thereon, situate in Anne Arundel County and known as Lot No. 22 on the Plat of Belvedere Beach which plat is recorded among the Land Records of Anne Arundel County in Cabinet No. 1 Rod A 3 Plat No. 7 formerly recorded in Plat Book Records F. S. E. No. 3 folio 78, said lot fronting 50' on the northwesterly side of Riverview Drive with a depth northwesterly of one hundred eleven feet more or less and described in the mortgage above mentioned, and subject to the restrictions therein referred to.

Improved by a one story frame dwelling.

Terms of Sale: One third cash, balance in six and twelve months, with interest on credit balances, or all cash, at purchasers option at time of sale, expenses to be adjusted to day of sale. Deposit of $500.00 required at sale, balance to bear interest from day of sale. Revenue stamps to be borne by purchaser.

J. HENRY DITTO,
Assignee.
E. T. NEWELL and CO. INC.,
Auctioneers.
jy-8

Levy and Ditto, Attorneys
804-5 Fidelity Building

ASSIGNEE'S SALE
OF
VALUABLE
LEASEHOLD WATERFRONT
PROPERTY
LOT NO. 22 ON THE PLAT OF
BELVEDERE BEACH,
ANNE ARUNDEL COUNTY,
MARYLAND
Sale on Premises
MONDAY, JULY 12, 1954
AT 3.30 P.M. (D.S.T.)
Improved by a ONE-STORY FRAME DWELLING. Ground Rent, $90. Deposit $500.
For terms of sale and further particulars see the Maryland Gazette of June 17.
J. HENRY DITTO, ASSIGNEE.
E. T. Newell Co. Inc. Auctioneers
PL. 2-3580. John M. Miller, President. 1413 Maryland Avenue

10 & 29 July, 1954.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 28th day of July, in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared J.HENRY DITTO, Assignee of the mortgage filed in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true as therein set forth to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Effie M. Sullivan
Notary Public

Effie M.Sullivan

//

LIBER 89 PAGE 392

ORDER NISI

J. Henry Ditto,
Assignee

versus

John H. Anderson and
Rita Comerford Anderson, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,037 Equity

Ordered, this 29 day of July, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by J. Henry Ditto, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7 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 7 day of September next.

The report states that the amount of sales to be $4,200.00.

John H. Hopkins, 2nd, Clerk.

True Copy,

TEST: Clerk.

Filed 29 July, 1954

(Final Order)

J. Henry Ditto,
Assignee

versus

John H. Anderson and
Rita Comerford Anderson, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of September, 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 15 Sept., 1954.

12

LIBER 89 PAGE 393 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 - Sale - Eq. 11037

John H. Anderson

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 2 th day of September, 1954. The first insertion being made the 5 th day of August, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 14 Sept., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,037 Equity
J. HENRY DITTO, Assignee
Vs.
JOHN H. ANDERSON and RITA COMERFORD ANDERSON, his wife.

Ordered, this 20th day of July, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by J. Henry Ditto, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 7th 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 7th day of September next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-26

No. M. G. 1627

13

In the Case of

J. Henry Ditto,
Assignee
vs.
John H. Anderson
and
Rita Comerford Anderson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,037 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.

October 1, 1954

All of which is respectfully submitted.

Laura K. Fabling
Auditor.

Filed 5 Oct., 1954

14

Dr. J. Henry Ditto, Assignee, vs. John H. Anderson and Rita Comerford Anderson, his wife — in ac.

To Assignee for Fee in lieu of Fee and Commissions, viz:	100	00	100	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	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	23	60		
Fidelity & Deposit Co. of Md. -bond premium	24	00		
E. T. Newell & Co. - auctioneer's fee	50	00		
Clerk of Court - recording assignment		75		
Patricia C. Gambrill - notary fees	1	00		
Effie M. Sullivan - notary fee		50	146	37
To Assignee for Ground Rent, viz:				
Ground rent due 4/4/54 ($45.00 adjusted to 7/12/54)	24	50	24	50
To West North Avenue Savings & Loan Ass'n of Baltimore City, mortgagee - th is balance on account mortgage claim	3,958	89	3,958	89
			4,272	01
Amount of mortgage claim filed	5,545	05		
Cr. Amount allowed as above	3,958	89		
Balance subject to decree in personam	1,586	16		

13

with J. Henry Ditto, Assignee Cr.

1954						
July	12	Proceeds of Sale	4,200	00		
		Interest on deferred payment - 2 months, 12 days	44	39	4,244	39
		Refund 1954 State and County taxes - adjusted to 7/12/54	27	62	27	62
					4,272	01

LIBER 89 PAGE 397

ORDER NISI

J. Henry Ditto,
Assignee
VERSUS
John H. Anderson
and
Rita Comerford Anderson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,037 Equity.

ORDERED, This 5th day of October, 1954., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of November next.

Filed 5 Oct, 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th day of November, 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.

17

Filed 16 Nov., 1954.

LIBER 89 PAGE 398 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1954

We hereby certify, that the annexed

Order Nisi Aud. Acct. - Eq. 11,037

John H. Gideon

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 15th day of November, 1954. The first insertion being made the 14th day of October, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Jessie Pate

Filed 28 Oct., 1954

No. M.G. 2659

18

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,037 Equity
J. HENRY DITTO, Assignee
Vs.
JOHN H. ANDERSON and RITA COMERFORD ANDERSON, his wife.

Ordered, this 5th day of October, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 15th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-28

LIBER 89 PAGE 399

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RAYMOND R. ZENTZ and	*	FOR
VIOLETTE H. ZENTZ, his wife	*	ANNE ARUNDEL COUNTY
	*	
	*	NO. 11,040 EQUITY

* *

MR. CLERK:

Please docket this case and file the original mortgage and Statement of Mortgage Debt.

Samuel M. Ivrey

Samuel M. Ivrey, Assignee
114 - Gloucester Street
Annapolis, Maryland

Filed 11 June, 1954.

LIBER 89 PAGE 400

LIBER 720 PAGE 272

No. 11,040 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 12th day of November ,

in the year one thousand nine hundred and fifty-two , between

RAYMOND R. ZENTZ and VIOLETTE H. ZENTZ, his wife of

Anne Arundel County , in the State of Maryland, Mortgagor (s), and

Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to RAYMOND R. ZENTZ and VIOLETTE H. ZENTZ, his wife

the sum of Six Thousand Eight Hundred and 00/100 ($6,800.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...6..% per annum, in the manner following:

By the payment of Sixty and 00/100 ($60.00)

dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said RAYMOND R. ZENTZ and VIOLETTE H. ZENTZ, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

FIRST: LOTS Nos. Five (5) and six (6) in Block A, Dale Park, Seventh Election District of Anne Arundel County, Maryland, as per plat recorded among the Land Records of Anne Arundel County in Liber W.M.B. 1 , folio 49 each lot being fifty (50) feet fronting on the State Road.

BEING the identical property which was conveyed unto the above named Mortgagors from Milton D. Ford and Dorothy A. Ford, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Filed 11 June, 1954.

SECOND: BEGINNING for Lot No. 13 at the Southwest corner of the property of Milton Ford and run with said property fifty feet easterly, thence run with Lot 14 one hundred feet southerly to a twenty-foot road thence run with said twenty-foot road North 69 degrees 10 minutes West fifty feet to Lot No. 12, thence run with Lot No. 12, one hundred feet to the place of beginning, as shown on the Plat of Block "A" Deale Park, duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 4,

THIRD: BEGINNING for Lot No. 14 at the Northeast corner of Lot No. 13 as described above and run with the property of Milton Ford fifty feet easterly, thence run with Lot No. 15 one hundred feet to a twenty-foot road, thence run with said twenty-foot road, thence run with said twenty-foot road North 69 degrees 10 minutes West fifty feet to Lot No. 13, thence run with Lot No. 13, one hundred feet to place of beginning, as shown on the Plat of Block "A", Deale Park, duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 4.

BEING the identical property which was conveyed unto the above named Mortgagors from Emlous Barnett and Catherine Barnett, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

3

LIBER 89 PAGE 402
LIBER 720 PAGE 274

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) RAYMOND R. ZENTZ and VIOLETTE H. ZENTZ, his wife for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Edward G. Chaney, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Edward G. Chaney
EDWARD G. CHANEY

Raymond R. Zentz (SEAL)
Raymond R. Zentz

Violette H. Zentz (SEAL)
Violette H. Zentz

(SEAL)

(SEAL)

LIBER 89 PAGE 403

State of Maryland, Anne Arundel County, to wit: LIBER 720 PAGE 275

I HEREBY CERTIFY, that on this 12th day of November, in the year one thousand nine hundred and fifty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared RAYMOND R. ZENTZ and VIOLETTE H. ZENTZ, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Edward G. Chaney

EDWARD G. CHANEY Notary Public.

My commission expires on May 4 1953

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Recorded-19th-Nov.-1952-at-1:40-P.M.

Short Assmt

Received for Record -18 of May 1954, at 11.15 a. and the same day recorded in Liber J.H.H., No. 720 Fol. 275, Land Records of Anne Arundel County.

75¢ paid

Clerk

---

(3) PURCHASE MONEY

Mortgage

FROM

RAYMOND R. ZENTZ and

VIOLETTE H. ZENTZ, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lots Nos. 5 & 6, 13 & 14, Blk. "A", 7th Elec. Dist.

Received for record May 19 1954 at 1-40 o'clock M.

Same day recorded in Liber J.H.H. No. 720 folio 272 &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $ 5.00

EDWARD G. CHANEY
ATTORNEY AT LAW,
TOWNSWORTH BUILDING
ANNAPOLIS, MD.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 8th day of May, 1954.

ATTEST: ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION

BY R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

ENTERPRISE FEDERAL SAVINGS AND LOAN ASS'N. OF ANNAPOLIS INCORPORATED 1925

Property:

Description approved

Execution approved

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RAYMOND R. ZENTZ AND	*	FOR
VIOLETTE H. ZENTZ, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11,040 EQUITY

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Raymond R. Zentz and Violette H. Zentz, his wife, dated the 12th day of November, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 720, folio 272, said Mortgage being in default.

Balance due upon principal	$ 6,631.50	
Interest to 7/6/54	6.42	
		$6,637.92

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of June, 1954, before me, the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared R. Gardiner Chaney, President of the Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my Hand and Notarial Seal.

Samuel M. Avrey
Notary Public

SAMUEL M. AVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My Commission Expires: May 2, 1955

Filed 11 June, 1954

6

G 22056

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

11,040 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey , as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Seventy-five Hundred Dollars current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of July , 1954 .

WHEREAS by virtue of a power of sale contained in a mortgage from Raymond R. Zentz and Violette H. Zentz, his wife, to The Enterprise Federal Savings and Loan Association bearing date on or about November 12, 1952 , the said Samuel M. Ivrey 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 Samuel M. Ivrey 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 Samuel M. Ivrey does and shall well and faithfully abide by and fulfill any order of decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered
in the presence of

Margaret B. Hendrix
Margaret B. Hendrix, as to both

Samuel M. Ivrey (SEAL)
PRINCIPAL

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV, Attorney-in-fact
SURETY

Approved this 6 July, 1954
John H. Hopkins, 3rd, Clerk

7

Filed 6 July, 1954

George W. Scible - - - - - - - - - - - - - - - - Auctioneer

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

DEALE, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Raymond R. Zentz and Violette H. Zentz, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 12th day of November, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 720, folio 272, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

Tuesday, July 6th, 1954

AT 11 O'CLOCK, A.M.

all those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

FIRST: Lots Nos. Five (5) and Six (6), Block "A", Deale Park, Seventh Election District of Anne Arundel County, Maryland, as per Plat recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 1, folio 49, each lot being Fifty (50) feet fronting on the State Road.

BEING the identical property which was conveyed unto Raymond R. Zentz and Violette H. Zentz, his wife, from Milton D. Ford and Dorothy A. Ford, his wife, by deed dated November 12, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 720, folio 267.

SECOND: BEGINNING for Lot No. 13 at the Southwest corner of the property of Milton Ford and run with said property fifty feet Easterly; thence, run with Lot 14; 100 feet Southerly to a 20 foot road; thence run with said 20 foot road, North 69 degrees 10 minutes West 50 feet to Lot No. 12; thence, run with Lot No. 12, 100 feet to the place of beginning, as shown on the Plat of Block "A", Deale Park, duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 4.

THIRD: BEGINNING for Lot No. 14, at the Northeast corner of Lot No. 13, as described above and run with the property of Milton Ford 50 feet Easterly; thence, run with Lot No. 15, 100 feet to a 20 foot road, thence run with said twenty-foot road, North 69 degrees 10 minutes West 50 feet to Lot No. 13, 100 feet to place of beginning, as shown on the Plat of Block "A", Deale Park, duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 4.

BEING the identical property which was conveyed to Raymond R. Zentz and Violette H. Zentz, his wife, by Emlous Barnett and Catherine Barnett, his wife, by deed dated November 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 720, folio 269.

The said property being improved by a five room dwelling.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, ASSIGNEE
144 Gloucester Street,
Annapolis, Maryland.

CAPITAL-GAZETTE PRESS. ANNAPOLIS, MD.

Filed 20 July, 1954.

ASSIGNEE'S SALE

I/We hereby certify that I/we purchased the property described on the reverse side of this Hand Bill at and for the Price of $5,000.00 and I/we agree to abide by the terms therein.

Witness my/our hand and seal this 6th day of July, 1954.

ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION

ATTEST:

BY: R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

I hereby certify that I sold property described on the reverse side of this Hand Bill to Enteprise Federal Savings and Loan Association of Annapolis, Md., a body corporate at and for the price of $5,000.00 he/they, being then and there the highest bidder therefor.

Witness my hand and seal this 6th day of July, 1954.

Witness: (SEAL) Auctioneer

Filed 20 July, 1954.

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
RAYMOND R. ZENTZ and	*	FOR
VIOLETTE H. ZENTZ, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,040

* *

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place manner and terms of sale by advertisement in the "Evening Capital" a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday July 6, 1954 at 11 o'clock A. M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

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

FIRST: Lots Nos. Five (5) and Six (6), Block "A", Deale Park, Seventh Election District of Anne Arundel County, Maryland, as per Plat recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 1, folio 49, each lot being Fifty (50) feet fronting on the State Road.

BEING the identical property which was conveyed unto Raymond R. Zentz and Violette H. Zentz, his wife, from Milton D. Ford and Dorothy A. Ford, his wife, by deed dated November 12, 1952, and recorded amongtthe Land

Filed 20 July, 1954.

10

Records of Anne Arundel County in Liber J.H.H. No. 720, folio 267.

SECOND: BEGINNING for Lot No. 13, at the Southwest corner of the property of Milton Ford and run with said property fifty feet Easterly; thence, run with Lot 14; 100 feet Southerly to a 20 feet road; thence, run with said 20 foot road, North 69 degrees 10 minutes West 50 feet to Lot No. 12; thence, run with Lot No. 12; 100 feet to the place of beginning, as shown on the Plat of Block "A", Deale Park, duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 4.

THIRD: BEGINNING for Lot No. 14, at the Northeast corner of Lot No. 13, as described above and run with the property of Milton Ford 50 feet Easterly; thence, run with Lot No. 15; 100 feet to a 20 foot road; thence run with said twenty foot road, North 69 degrees 10 minutes West 50 feet to Lot No. 13; 100 feet to place of beginning, as shown on the Plat of Block "A", Deale Park, duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 4.

BEING the identical property which was conveyed to Raymond R. Zentz and Violette H. Zentz, his wife, by Emlous Barnett and Catherine Barnett, his wife, by deed dated November 12, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 720, folio 269.

Said property being sold to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, at and for the sum of $5,000.00, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And as in duty bound, etc.

Samuel M. Ivrey, Assignee

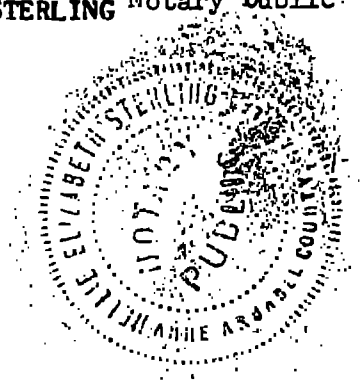
Samuel M. Ivrey, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20 day of July, in the year Nineteen Hundred Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Assignee, 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.

Nellie Elizabeth Sterling
NELLIE ELIZABETH STERLING Notary Public

My Commission Expires: May 2, 1955



12

LIBER 89 PAGE 411

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Raymond R. Zentz and
Violette H. Zentz, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,040 Equity

Ordered, this 20 day of July, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee, ~~XTrustees,XXXX~~

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

The report states that the amount of sales to be $ 5,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 20 July, 1954.

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Raymond R. Zentz and
Violette H. Zentz, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 20th day of September, 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

12

Filed 20 Sept., 1954.

LIBER 89 PAGE 412 OFFICE OF

Legal Notices.

ASSIGNEE'S SALE
— OF VALUABLE —
IMPROVED REAL ESTATE
Deale, Anne Arundel County,
State of Maryland.

Under and by virtue of the power of sale contained in the Mortgage from RAYMOND R. ZENTZ and VIOLETTE H. ZENTZ, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 12th day of November, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 720, folio 272, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

TUESDAY, JULY 6TH, 1954,
AT 11 O'CLOCK, A. M.

all those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

FIRST: Lots Nos. Five (5) and Six (6), Block "A", Deale Park, Seventh Election District of Anne Arundel County, Maryland, as per Plat recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 1, folio 40, each lot being Fifty (50) feet fronting on the State Road.

BEING the identical property which was conveyed unto Raymond R. Zentz and Violette H. Zentz, his wife, from Milton D. Ford and Dorothy A. Ford, his wife, by deed dated November 12, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 720, folio 267.

SECOND: BEGINNING for Lot No. 13, at the Southwest corner of the property of Milton Ford and run with said property fifty feet Easterly; thence, run with Lot 14; 100 feet Southerly to a 20 foot road; thence, run with said 20 foot road, North 69 degrees 10 minutes West 50 feet to Lot No 12; thence, run with Lot No. 12, 100 feet to the place of beginning, as shown on the Plat of Block "A", Deale Park, duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 4.

THIRD: BEGINNING for Lot No. 14, at th eNortheast corner of Lot No. 13, as described above and run with the property of Milton Ford 50 feet Easterly; thence, run with Lot No. 15, 100 feet to a 20 foot road; thence run with said twenty-foot road, North 69 degrees 10 minutes West 50 feet to Lot No. 13; thence, run with Lot No. 13, 100 feet to place of beginning, as shown on the Plat of Block "A", Deale Park, duly recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod D, Plat No. 4.

BEING the identical property which was conveyed to Raymond R. Zentz and Violette H. Zentz, his wife, by Emlous Barnett and Catherine Barnett, his wife, by deed dated November 12, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 720, folio 269.

The said property being improved by a five room dwelling.

TERMS OF SALE: A deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the day of sale. For further particulars, apply to:

SAMUEL M. IVREY, ASSIGNEE
144 Gloucester Street,
Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer.

jy-6

No. 1

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 16, 1954

We hereby certify, that the annexed

Mortgage Sale

Raymond R. Zentz

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 7th day of July, 1954. The first insertion being made the 14th day of June, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 20 Sept., 1954.

LIBER 89 PAGE 413 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 25, 1954

We hereby certify, that the annexed

Order Nisi

Sale - Eq. 11,040.

Raymond R. Zentz

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 23rd day of August, 1954. The first insertion being made the 22nd day of July, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed: 20 Sept. 1954

No. E. C. 1447

14

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,040 Equity

In The Matter Of The Mortgaged Real Estate Of RAYMOND R. ZENTZ and VIOLETTE H. ZENTZ, his wife.

Ordered, this 20th day of July, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sales to be $5,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~his~~
Raymond R. Zentz
and
Violette H. Zentz, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,040 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.

October 14, 1954

All of which is respectfully submitted.

Laura K. Jickling
Auditor.

Filed 25 Oct., 1954.

15

Dr. In the Matter of the Mortgaged Real Estate of Raymond R. Zentz and Violette H. Zentz, his wife in ac.

To Assignee for Commissions, viz:	180	00		
To Assignee for fee, viz :	35	00	215	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	24		
Capital-Gazette Press - handbills	10	23		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	30	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Nellie E. Sterling - notary fee		50	141	47
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	4,632	78	4,632	78
			5,027	00
Amount of mortgage claim filed	6,637	92		
Cr. Amount allowed as above	4,632	78		
Balance subject to decree in personam	2,005	14		

16

with Samuel M. Ivrey, Assignee

Cr.

1954				
July	6	Proceeds of Sale	5,000 00	5,000 00
		Refund 1954 State and County taxes ($55.98- adjusted)	27 00	27 00
				5,027 00

LIBER 89 PAGE 417

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Raymond R. Zentz and Violette H. Zentz, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,040 Equity.

ORDERED, This 25 day of October, 19 54., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29 day of November next.

Filed 25 Oct., 1954. Solon H. Hopkins, 2nd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of July, 19 55, 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
Ch. J.

Filed 23 July, 1955.

18

LIBER 89 PAGE 418

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,040 Equity

In The Matter Of The Mortgaged Real Estate Of RAYMOND R. ZENTZ And VIOLETTE H. ZENTZ, His Wife.

Ordered, this 25th day of October, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of November next.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-11

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 21, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,040
Auditor account

Raymond R. Zentz

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of November, 1954. The first insertion being made the 28th day of October, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 22 July, 1955.

19

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	OF
VS.	:	ANNE ARUNDEL COUNTY
DOMINICK JOSEPH FRUSHON, JR., AND HAZEL FRUSHON, his wife	:	(In Equity) No. 11,062

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 Dominick Joseph Frushon, Jr., and Hazel Frushon, his wife to The County Trust Company, dated October 8th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 437 folio 588.

Walter S. Calwell
Attorney Named in Mortgage

John E. Starr - Solicitor for
Plaintiff

Filed 13 July, 1954.

LIBER 89 PAGE 420

LIBER 437 PAGE 588

#13-321

FHA Form No. 3127-h
(For use under Section 608)
(Revised 10-1-42)

No. 11,062 Equity

MORTGAGE

THIS MORTGAGE, Made this 8th day of October, A. D. 1947, by and between DOMINICK JOSEPH FRUSHON, JR. and HAZEL FRUSHON, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE COUNTY TRUST COMPANY a corporation organized and existing under the laws of the State of New York hereinafter called the Mortgagee.

~~WHEREAS, the Mortgagor is a member of the said body corporate and has received therefrom an advance of DOLLARS ($XXXXXXXXXX), the due execution of this mortgage having been a condition precedent to the granting of said advance, being part of the purchase money for the property hereinafter described,~~

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

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

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of 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 The County Trust Company, in Tarrytown, Westchester County, N.Y. ~~Maryland~~; or at such other place as the holder hereof may designate in writing, in monthly installments of THIRTY ONE AND 68/100 Dollars ($ 31.68), commencing on the first day of December, 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 November, 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. 86 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 4909 (formerly 209) 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 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 13 July, 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 ($\frac{1}{12}$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

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

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

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

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

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

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

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

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

5. That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies, 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.

16—20920-1

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

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

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

Witness:

J. Hodge Smith
J. HODGE SMITH

Dominick Joseph Frushon Jr. [SEAL]
DOMINICK JOSEPH FRUSHON, JR.

Hazel Frushon [SEAL]
HAZEL FRUSHON

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 8th day of October 19 47, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County ~~aforesaid~~, personally appeared DOMINICK JOSEPH FRUSHON, JR. AND HAZEL FRUSHON, 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.*

J. HODGE SMITH NOTARY PUBLIC BALTIMORE COUNTY, MD.

FORM APPROVED.....
READY FOR RECORD.....

Recorded-21st-Oct-1947-at-2:00-P.M.

STATE OF MARYLAND

Loan No.

COUNTY MORTGAGE

DOMINICK JOSEPH FRUSHON, JR. AND HAZEL FRUSHON, his wife
TO
COUNTY TRUST COMPANY

Received for Record 21 Oct. 1947,
at 2 o'clock P. M.,
Same day recorded in Liber No. 437
Folio 588, etc., one of the Mortgage
Records of A. A. County and
examined per
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 89 PAGE 424

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

DOMINICK JOSEPH FRUSHON, JR., AND

HAZEL FRUSHON, his wife

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,062

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The County Trust Company

under the mortgage from said Dominick Joseph Frushon, Jr., and Hazel Frushon, his wife

to The County Trust Company

dated the 8th day of October 1947, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 437 Folio 588

Amount of Loan		$6,000.00
Less - amount paid on principal	978.46	
		5,021.54
Plus - unpaid interest to 8/11/1954	122.75	
		5,144.29
Plus - overdraft in expense account	28.58	
		5,172.87

CITY

STATE OF MARYLAND, ~~COUNTY~~ OF BALTIMORE, Sct.

I HEREBY CERTIFY, that on this 10th day of August in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~county~~ City of Baltimore, personally appeared Joseph J. Callahan, the Agent for The County Trust Company, holder of the Mortgage

~~the Petitioner~~ 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

Filed 11 Aug., 1954

6

~~Mortgage and Attorney's Bond.~~

Attorney Named in Mortgage

LIBER 89 PAGE 425

1-369

No. 11,062 Equity 15677

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 FIFTY-FIVE HUNDRED AND 00/100 ($5500.00) - - - - - - - - - - - - - - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 9th - day of August 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 Dominick Joseph Frushon Jr. and Hazel Frushon, his wife , to The County Trust Company,

bearing date the 8th day of October nineteen hundred and forty-seven and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 437, Folio 588, and

WHEREASL the said Walter S. Calwell

#4909 Brookwood Road

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

~~es~~

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

Signed, Sealed and Delivered
in the presence of

Walter S. Calwell (Seal)

(Seal)

(Seal)

Attest:
Clara M. Link

NEW AMSTERDAM CASUALTY COMPANY

By J. F. Wierman
Vice-President

Witness as to Surety:
M.S. Kraus
M.S. Kraus

Attest V. N. Mercier
Assistant Secretary

7 Filed 11 Aug., 1954. Approved this 11th day of Aug. 1954. John H. Hopkins, 3rd, Clerk.

No. 11,062 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 13th day of August 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 Defendant Dominick Joseph Frushon, Jr., and Hazel Frushon, 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, that [redacted], 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

Filed 18 Aug., 1954.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DOMINICK JOSEPH FRUSHON, JR., AND HAZEL FRUSHON, his wife	:	(In Equity) No. 11,062

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 8th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 437 folio 588 from said Dominick Joseph Frushon, Jr., and Hazel Frushon, his wife to The County Trust Company which ~~to the Baltimore Federal Savings and Loan Association which~~ Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in ~~The Jeffersonian~~ "The Maryland-Gazette" a newspaper published in ~~Baltimore~~ 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 11th day of August, 1954 at 3 P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in ~~Baltimore~~ Anne Arundel County being known and designated as Lot No. 86 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. 4909 (formerly 209) 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 ~~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 Aug., 1954.

CALLAHAN AND CALWELL
Solicitors
Baltimore Federal Building,
Baltimore 2, Maryland.

ATTORNEY'S SALE
OF VALUABLE
LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Dominick Joseph Frushon, Jr., and Hazel Frushon, his wife, dated October th, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 437 folio 588 (default having occurred thereunder) the undersigned Attorney Named in Mortgage, will sell at Public Auction at the Court House Door, in Annapolis on

WEDNESDAY, AUGUST 11TH, 1954,
AT 3 P. M. (E. D. T.)

All that leasehold lot of ground and improvements situate and lying near Brooklyn, Anne Arundel County and described as follows:-

Being known and designated as Lot No. 86 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. 4909 formerly 209) Brookwood Road.

Subject to the payment of an annual ground rent of $78.00.

The improvements whereon consist of two story brick, row 2 family dwelling, containing 6 rooms and 2 baths, with full basement and modern facilities.

TERMS OF SALE:- A cash depoeit 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.
WM. W. PATTISON & CO.,
Auctioneers.
a-5

The said leasehold property was sold to The County Trust Company, at and for the sum of Fifty-three Hundred ($5300.00) Dollars, said purchaser being then and there the highest bidder, subject to the payment of the 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 13th day of August, 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 MD

Clara M. Link
Clara M. Link - Notary Public

10

LIBER 89 PAGE 429

ORDER NISI

Walter S. Calwell,
Attorney Named in Mortgage

versus

Dominick Joseph Frushon, Jr., And
Hazel Frushon, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,062 Equity

Ordered, this 18 day of August, 1954, That the sale of the Property in these Proceedings mentioned,

made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 27 day of 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.

The report states that the amount of sales to be $ 5,300.00.

John H. Hopkins, Jr., Clerk.

True Copy.

TEST: Clerk.

Filed 18 Aug., 1954

(Final Order)

Walter S. Calwell,
Attorney Named in Mortgage

versus

Dominick Joseph Frushon, Jr., And
Hazel Frushon, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 28th day of September, 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 28 Sept., 1954.

LIBER 89 PAGE 430 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. 11,062 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

DOMINICK JOSEPH FRUSHON, JR., And HAZEL FRUSHON, his wife.

Ordered, this 18th day of August, 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 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.

The report states that the amount of sales to be $5,300.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 24, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11062

Dominick Joseph Frushon Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 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

No. M. G. 1771

12

Filed 24 Sept., 1954

LIBER 89 PAGE 431

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Dominic J. Frushon, Jr.,
and
Hazel Frushon, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,062 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.

October 20, 1954

All of which is respectfully submitted.

Laura K. Tinkelenberg
Auditor.

13

Filed 25 Oct., 1954.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Dominic J. Frushon, Jr., and Hazel Frushon, 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	18	75		
Auditor - stating this account	13	50	42	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	31	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
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	99	54
To Attorney for Ground Rent, viz:				
Ground rent due 6/15/54 ($39.00 - adj. to 8/11/84)	12	13	12	13
To The County Trust Company, mortgagee - this balance on account mortgage claim	4,944	67	4,944	67
			5,337	59
Amount of mortgage claim filed	5,172	87		
Cr. Amount allowed above	4,944	67		
Balance subject to decree in personam	228	20		

14

with Walter S. Calwell, Attorney named in Mortgage Cr.

1954						
Aug.	11	Proceeds of Sale	5,300	00	5,300	00
		Refund 1954 State and County taxes ($96.62 - adjusted) 4 mos. 20 days	37	59	37	59
					5,337	59

ORDER NISI

LIBER 89 PAGE 434

Walter S. Calwell,
Attorney named in Mortgage

VERSUS

Dominic J. Frushon, Jr.,
and
Hazel Frushon, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,062 Equity.

ORDERED, This 25 day of October, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29 day of November next.

Filed 25 Oct, 1954 John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th day of November, 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 30 Nov., 1954.

16

LIBER 89 PAGE 435

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,062 Equity

WALTER S. OALWELL, Attorney named in Mortgage
Vs.
DOMINIC J. FRUSHON, JR., and HAZEL FRUSHON, his wife.

Ordered, this 25th day of October, 1954, That the Report and Account of the Auditor, filed this sday in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 29th day of November next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of November next.

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

n-11

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

CERTIFICATE OF PUBLICATION

Annapolis, Md. November 26, 1954

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 11,062

Dominic J. Frushon, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of November, 1954. The first insertion being made the 28th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 3146

By Thomas Tate

17

Filed 27 Nov., 1954.

Irving H. Mezger, Attorney named	*	
in Mortgage	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
William H. Barghorn and	*	
Mary E. Barghorn, his wife.	*	Equity No. 10,962

* * * * * * * * * * *

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.

JB

LIBER 89 PAGE 437
LIBER 747 PAGE 538

No. 10,962 Equity

No Stamps Required

THIS MORTGAGE, Made this 31st day of March - - - -, in the year one thousand nine hundred and fifty-three, between WILLIAM H. BARGHORN and MARY E. BARGHORN, 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 Five Hundred ($6500.00) - 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-Two Dollars and Seventeen Cents ($72.17) - - commencing on the fifth - - - day of May - - ,1953, 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 that lot of ground situate and lying in the Third Election District of Anne Arundel County, Maryland - - - - - - - - - - - - - - - ; and described as follows:

BEING known and designated as Lot No. Three (3), Section C, as shown on the Plat of Sumac Fields, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod E-4, Plat No. 5, beginning at a point on the Southwesterly side of Annapolis Road One Hundred (100) feet Southeasterly from the intersection of Annapolis Road and Sumac Avenue and fronting Southeasterly on Annapolis Road Fifty (50) feet with an irregular depth Southwesterly and parallel with Sumac Avenue One Hundred Fifty-Two and Twenty-Three One-Hundredths (152.23) feet more or less.

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

Filed 24 Mar., 1954.

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 Gordon C. Kamsch and Olga M. Kamsch, his wife, to the said mortgagors.

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

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

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.

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 fifth day of each and every month the sum of Six ($6.00) 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 beoome 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 seoured, and the mortgagee, its successors or assigns, may without notice, institute prooeedings to foreclose 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 adequacy of any seourity for the debt) to the appointment of a Receiver to oollect 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 suoh 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.

EZGER & MEZGER
ATTORNEYS AND
UNSELLORS 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

William H. Barghorn (SEAL)
William H. Barghorn

Mary E. Barghorn (SEAL)
Mary E. Barghorn

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 31st day of March ---,1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William H. Barghorn and Mary E. Barghorn, his wife - known to me (or satisfactorily proved) to be the persons whose names aresubscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Jane E. Bruce
Jane E. Bruce
Notary Public

My Commission Expires May 4th, 1953.

Recorded-8th-April-1953-at-9:00-A.M.

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

52-414

LIBER 89 PAGE 442 3231

(2)

MORTGAGE

From:

William H. Barghorn
and
Mary E. Barghorn,
his wife

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 8 Day
of April 1953, at 9 a M
and the same day recorded in Liber
J.H.H., No. 747 Fol. 538, Land
Records of Anne Arundel County.
John H Hopkins 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

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND Equity No. 10962

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* William H. Barghorn and Mary E. Barghorn, his wife *to* Arundel Federal Savings & Loan Association *dated* March 31st, 1953 *and recorded in Liber* JHH *No.* 747 *folio* 538 *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 - Attorney-in-fact

ATTEST:

L. Pill

L. Pill

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

Filed 28 apr., 1954.

10

STATE OF MARYLAND, Baltimo ty, sct: LIBER 89 PAGE 446

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 19 54 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary

Militar- Affidavit under Soldiers' and Sailors' Civil Relief Act

LIBER 89 PAGE 443 of 1940 and Amendment thereto of October 6, 1942

Irving H. Mezger, Attorney

named in Mortgage

vs.

William H. Barghorn and Mary E.

Barghorn, his wife.

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10,962

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 19 54

Joan M. Krager
Joan M. Krager *Notary Public*

Filed 28 apr., 1954

LIBER 89 PAGE 444

STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney	IN THE
named in Mortgage	CIRCUIT COURT
vs.	—OF—
William H. Barghorn and Mary E.	~~BALTIMORE CITY~~ ANNE ARUNDEL COUNTY
Barghorn, his wife.	Equity No. 10,962

STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from William H. Barghorn and Mary E. Barghorn, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City dated March 31st, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 747, folio 538.

Original Amount of Mortgage		$6,500.00
Less - Total amount paid on account of principal	$ 1.46	
Less - Credit Expense Account	16.99	18.45
Net Balance		$6,481.55
Plus accrued interest to April 30th, 1954 (with interest thereafter at the rate of 6% per annum)		65.08
Total Balance Due- Account of Mortgage Indebtedness		$6,546.63

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.

My Commission Expires May 2, 1955. Joan M. Krager, Notary Public

Filed 28 Apr., 1954

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 10,962
vs.	*	
William H. Barghorn and Mary E. Barghorn, his wife.	*	

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

CERTIFICATION

We hereby certify, that on the 30th day of April, 1952, we sold at public auction for the highest price obtainable to The Maryland State Housing Co. - the property described as follows:

> Being known as Lot No. 3, Section C, Old Annapolis Road, Plat of Sumac Fields, 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., Auctioneers

By: John M. Miller, Jr. (SEAL) 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 caused these presents to be signed by David Lipman, Agent for Purchaser.

The Maryland State Housing Co

By David Lipman

David Lipman

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

11

Filed 6 May, 1954.

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
William H. Barghorn and Mary E.	*	ANNE ARUNDEL COUNTY
Barghorn, his wife.	*	Equity No. 10,962

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

REPORT OF SALE

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the mortgage from William H. Barghorn and Mary E. Barghorn, 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 2:30 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 Maryland State Housing Co. at and for the sum of Four Thousand ($4,000.00) 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.

Joan M. Krager

Joan M. Krager, Notary Public

My Commission Expires May 2nd, 1955.

Filed 6 May, 1954

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

12

LIBER 89 PAGE 449

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

William H. Barghorn and
Mary E. Barghorn, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,962 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

William H. Barghorn and
Mary E. Barghorn, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

13

EJW:JG 5/20/54

LIBER 89 PAGE 450

IRVING H. MEZGER, Attorney	*	IN THE CIRCUIT COURT
vs	*	OF ANNE ARUNDEL COUNTY
WILLIAM H. BARGHORN and Wife	*	In Equity No. 10962

* * *** * *

EXCEPTIONS TO SALE

And now come GORDON KAMSCH and OLGA M. KAMSCH, his wife, parties in interest in the above entitled matter, and except to the ratification of the salemade herein on April 30, 1954, and said Exceptants say that they hypothecated with the Arundel Federal Savings and Loan Association, of Baltimore City, the Mortgagor herein, the sum of $3,125.00 as security for the loan made by the said Arundel Federal Savings and Loan Association, and that the grounds for said exceptions are as follows:

1. Because the property was sold at a grossly inadequate price and far below its fair market value.

2. That said Exceptants were prevented from attending said sale by a representation made by Irving H. Mezger, Esq., the Attorney named in the Mortgage, to the said Gordon Kamsch, when prior to said sale the said Gordon Kamsch inquired of the said Irving H. Mezger, Esq., Attorney as aforesaid, as to whether he could protect himself by buying in the property to be sold herein, and the said Irving H. Mezger, Esq., Attorney as aforesaid, advised this Exceptant that he could not buy said property at the mortgage sale because of repair liens against the property.

3. Because, if these Exceptants had not been prevented from attending said sale as aforesaid they would have bid in said property and if these exceptions are sustained and said property re-sold, these Exceptants will start the bid at $6,500.00.

Edwin J. Wolf
Edwin J. Wolf
110 E. Lexington Street
Baltimore 2, Maryland
PLaza 2-7475

Gordon Kamsch
Gordon Kamsch

Albert J. Goodman
Albert J. Goodman
156 South Street
Annapolis, Maryland
Colonial 3-2400

Olga M. Kamsch
Olga M. Kamsch
Exceptants

Solicitors for Exceptants

'4

Filed 27 May, 1954

WE HEREBY CERTIFY that a copy of the within Exceptions to Report of Sale was sent by ordinary mail to Irving H. Mezger, Esq., Park Avenue and Saratoga Street, Baltimore 1, Maryland, Attorney named in Mortgage, this 26th day of May, 1954.

Edwin J. Wolf

Albert J. Goodman
Solicitors for Exceptants

15

LIBER 89 PAGE 452

IRVING H. MEZGER, Attorney	*	IN THE CIRCUIT COURT
vs.	*	OF ANNE ARUNDEL COUNTY
WILLIAM H. BARGHORN and wife	*	In Equity No. 10962

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

ANSWER TO EXCEPTIONS TO SALE

In answer to the Exceptions to Sale filed in the above entitled matter on behalf of Gordon Kamsch and Olga M. Kamsch, his wife, said Irving H. Mezger, Attorney named in the Mortgage, by Mezger and Mezger, his Attorneys, respectfully says:

1. That the property was sold at public sale in accordance with the Report of Sale filed by the Respondent in these proceedings, at and for the sum of Four Thousand ($4000.00) Dollars, which was the highest bid received at said sale.

2. That the said Respondent denies that he at any time has ever, directly or indirectly, prevented, or attempted to prevent anyone from attending any sale ever conducted by him, but on the other hand has always endeavored to have as many people at the sale as possible; that he had no knowledge of any liens being against the property other than the mortgage filed in these proceedings, and therefore he could not have made such a statement as is alledged in the Exceptions to Sale, and specifically denies that he advised that the Exceptant could not buy the property at the mortgage sale because of repair liens against the property.

3. The third Exception contains allegations of which the Respondent has no knowledge.

Further answering said Exceptions to Sale the Respondent feels that the sale having been conducted in accordance with the authority contained in the Mortgage in the proceedings, and having complied with all the regulations of law, that the sale should be ratified and the Exceptions to Sale dismissed.

Irving H. Mezger
Irving H. Mezger, Respondent

MEZGER AND MEZGER
By: I. Winston Mezger
I. Winston Mezger

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

16

Filed 4 June, 1954

WE HEREBY CERTIFY that a copy of the within Answer to Exceptions of Sale was sent by ordinary mail to Edwin J. Wolf, Esq., 110 E. Lexington Street, Baltimore 2, Maryland, this 3rd day of June, 1954.

MEZGER AND MEZGER

By: J. Winston Mezger
I. Winston Mezger

LIBER 89 PAGE 454

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 10962

William H. Barghorn

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.

No. MG 791
18

By Marie Tate

Filed 4 June, 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,962 Equity

IRVING H. MEZGER, Attorney Named in Mortgage

Vs.

WILLIAM H. BARGHORN And MARY E. BARGHORN, 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. Mezgor, 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

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4TH FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MARYLAND
LEXINGTON 8080

I. WINSTON MEZGER
H. ALLEN MEZGER

IRVING H. MEZGER, COUNSEL

ASSOCIATE
JULIUS A. ROMANO

LIBER 89 PAGE 455

April 1st, 1953

Mr. and Mrs. Gordon C. Kamsch
Route #6
3 N. Kriss Road
Ritchie Highway
Pasadena P. O., Maryland

Dear Mr. and Mrs. Kamsch:

Herewith is Memorandum of Settlement in connection with the sale of the fee simple property known as Lot No. 3, Section C, Plat of Sumac Fields, Third Election District, Anne Arundel County, Maryland, to William H. Barghorn and Mary E. Barghorn, his wife.

Very truly yours,

I. Winston Mezger

IWM:jeb
52-414
Enclosure

19

LIBER 89 PAGE 456

MEZGER AND MEZGER

Attorneys and Counsellors at Law

Park Avenue Building ~~20 Central Savings Bank Bldg~~ - Baltimore 2, Md. - 1

Memorandum of Settlement Date As of April 1st, 1953

Re: Purchase of fee simple property k/a Lot No. 3, Sec. C, Plat of Sumac Fields, Third Election District, A.A.Co.,Md.

I Credit to Seller:			$
1. Amount of Purchase Price			6500.00
2. 19... ~~Taxes~~ Sanitary charges Paid in Advance	9 Months	Days	11.52
3. House Rent	Months	Days	
4. Accruing Ground Rent	Months	Days	
5. Interest on Purchase Money			
6. Notary Fees			
7. Miscellaneous:			
8.			
9.			
10.			
		Total Credit to Seller	$ 6511.52

II Deduct:	$	
11. Amount Paid on Account	x	
12. 1953 Taxes & Water Rent Months Days	6.00	
13. Adjustment Current Metered Water Months Days	x	
14. Ground Rent (Current Period) Months Days	x	
15. House Rent Months Days	x	
16. Mortgages & Interest thereon Assumed by Purchaser	x	
17. Miscellaneous:	x	
18. Arundel Federal Savings & Loan Ass'n.-outstanding mtge.	2084.61	
19. Arundel Federal Savings & Loan Ass'n.- hypothecation	3125.00	
20. By note direct to sellers	222.42	
21. Revenue Stamps U. S.: 7.15 ½ equals	3.57	
22. Revenue Stamps MD.: 7.15 ½ equals	3.58	
Total Deductions		5445.18
Net Amount Due Seller by Purchaser	$	1066.34
Paid by Loan Check		1066.34
Net Balance Due Seller $		None

The undersigned Purchasers and Sellers have examined the above statement and find it correct, and it is agreed that any errors or omissions thereon will be corrected by us, and adjustments made between parties hereto as required.

The Seller acknowledges receipt of $1066.34 in full settlement of the above transaction, and authorizes the deductions as shown above.

Dated March 31st, 1953.

.....
Buyer's Signature

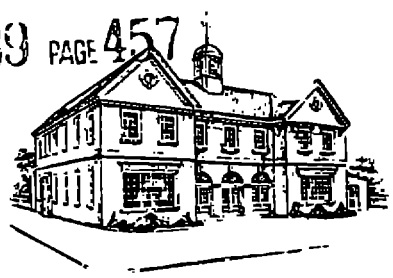
.....
Seller's Signature

.....
Buyer's Signature

.....
Seller's Signature

Filed 17 June, 1953

LIBER 89 PAGE 457



ARUNDEL FEDERAL

ORGANIZED 1906

SAVINGS AND LOAN ASSOCIATION

HOURS 9 A.M. TO 2 P.M. DAILY
TUESDAY EVENINGS 7 TO 9
TELEPHONE CURTIS 1112

SAVINGS INSURED UP TO $10,000
DIRECT REDUCTION HOME LOANS

PATAPSCO AVENUE AND FOURTH STREET
BALTIMORE 25, MD.

October 23, 1953

Mr. Gordon C. Kamsch
Route 6, 3 N. Kriss Road
Pasadena, Maryland

Dear Mr. Kamsch:

As you hold the hypothecation on the account of William H. Barghorn, Marley Park, We desire to inform you that this mortgage is in a delinquent condition.

No definite steps have been taken as yet but if the account is continued in this manner we will be forced to turn same over to our attorney.

Yours very truly,

John P. Helmer
President

JPH:jd

Filed 17 June, 1954.

Savings and Loan Headquarters for South Baltimore and Northern Anne Arundel County

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4th FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE - 1, MD.

LIBER 89 PAGE 458

February 12th, 1954

Mr. and Mrs. William H. Barghorn
Marley Park
Glen Burnie P. O., Maryland

Dear Mr. and Mrs. Barghorn:

The Arundel Federal Savings and Loan Association has referred your mortgage account to this office because it is five months in arrears.

It is necessary, therefore, for us to advise you that unless your account is brought up to date by March 1st, 1954, foreclosure proceedings will be instituted under the terms of your mortgage.

Very truly yours,

Irving H. Mezger

IHM:jk
52-414

22

Filed 17 June, 1954.

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
PARK AVENUE BUILDING (4th FLOOR)
PARK AVENUE AND SARATOGA STREET
BALTIMORE 1, MD.

LIBER 89 PAGE 459

March 23rd, 1954

Mr. and Mrs. William H. Barghorn
Marley Park
Glen Burnie P. O., Maryland

Dear Mr. and Mrs. Barghorn:

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.

COPY

Very truly yours,

H. Allen Mezger

HAM:jk
54-92
cc: Mr. and Mrs. Gordon C. Kamsch

Filed 17 June, 1954.

23

JB

LIBER 89 PAGE 460 DEFT'S D

THIS AGREEMENT, Made this 31st day of March, in the year one thousand nine hundred and fifty-three by and between Gordon C. Kamsch and Olga M. Kamsch, his wife, in the State of Maryland, of the first part, and the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, of the second part.

WITNESSETH, that for and in consideration of the loan of Six Thousand Five Hundred ($6500.00) Dollars made this date by the party of the second part to William H. Barghorn and Mary E. Barghorn, his wife, on a certain piece or parcel of ground, together with the improvements thereon, located in the Third Election District of Anne Arundel County and known as Lot No. 3, Section C, Plat of Sumac Fields, and more particularly described in a mortgage of even date from the said borrowers to the party of the second part, the said party of the first part agrees to, and does hereby hypothecate as additional security, and pledges for the repayment of said loan or mortgage debt, the sum of Three Thousand One Hundred Twenty-Five ($3125.00) Dollars, said hypothecation to be charged to Book No. on which there shall remain on deposit with the said party of the second part, the said sum of Three Thousand One Hundred Twenty-Five ($3125.00) Dollars as said hypothecation, and subject to this agreement, until the said William H. Barghorn and Mary E. Barghorn, his wife, shall have repaid to the party of the second part, on account of the principal sum of the said loan or mortgage debt, the sum of Six Thousand Two Hundred Fifty ($6250.00) Dollars.

NOW, THEREFORE, the conditions of this hypothecation are such that if the said William H. Barghorn and Mary E. Barghorn, his wife, their heirs, personal representatives and assigns, shall fail, neglect or refuse to comply with the covenants, terms and conditions of the mortgage hereinbefore referred to, and the party of the second part as a result thereof, shall foreclose under said mortgage at any time before the principal sum of said loan or mortgage debt has been reduced so that the remaining balance thereof is Two Hundred Fifty ($250.00) Dollars or less, the said Three Thousand One Hundred Twenty-Five ($3125.00) Dollars hereby hypothecated, or so much thereof as may be necessary to the extent of the full hypothecation, to reimburse the party of the second part against any and all losses, expenses and expenditures under said mortgage, shall be payable to, and deducted from said hypothecation by, the

25

Filed 17 June, 1954.

party of the second part, and the remaining portion of the said hypothecation, if any there be, in such event, shall be payable thereafter to the party of the first part hereto.

SIGNED and sealed by the parties hereto, the day and date first above written.

WITNESS:

Jane E. Bruce

Gordon C. Kamsch (SEAL)
Gordon C. Kamsch

Olga M. Kamsch (SEAL)
Olga M. Kamsch

Arundel Federal Savings and Loan
Association of Baltimore City

By: _____
President

_____

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

IRVING H. MEZGER, Attorney named in Mortgage,

PLAINTIFF.

VS. NO. 10,962 EQUITY

WILLIAM H. BARGHORN, and MARY E. BARGHORN, his wife,

DEFENDANTS.

:::::::

O P I N I O N

This case is before me on exceptions to the ratification of a sale of certain property made by Irving H. Mezger, the attorney named in a mortgage, in virtue and in execution of the power in said mortgage contained. Gordon C. Kamsch and Olga M. Kamsch, his wife, owned lot No. 3, Section C, Sumac Fields, in the third election district of this County, with a frontage of fifty feet on the Annapolis Road, and a depth southwesterly therefrom of 152.23 feet. This property was subject to a mortgage held by the Arundel Federal Savings and Loan Association on which there was a balance due of $2084.61. Mr. and Mrs. Kamsch sold this property to William H. Barghorn and Mary E. Barghorn, his wife, at and for the price and sum of $6500.00. Mr. and Mrs. Barghorn apparently had no money. They applied to said Building Association for a loan. Said Building Association agreed to lend them said $6500.00 on a mortgage on the property provided Mr. and Mrs. Kamsch immediately deposited $3125.00 in an account in said Association, and hypothecated said account as security for the payment of said $6500.00. The transaction was closed on that basis March 31, 1953. Mr. and Mrs. Barghorn defaulted. The Association instructed Mr. Mezger, the attorney named in the mortgage, to foreclose. On April 30, 1954, he, in virtue of the power contained in said mortgage, and in execution thereof, sold the

27

Filed 24 June, 1954

property by public auction to The Maryland State Housing Company at and for the price and sum of $4,000.00, and reported the sale to this court. Mr. and Mrs. Kamsch excepted to the ratification of this sale. Mr. Mezger, as the attorney named in the mortgage, answered said exceptions. The purchaser did not file a formal answer, but was represented at the hearing by Harry D. Kaufman, Esquire, of the Baltimore City Bar. The burden of the exceptions is (1) that the property was sold for an inadequate price, and (2) that the exceptants were misled by certain statements alleged to have been made by the Building Association's President and by Mr. Mezger, the attorney named in said mortgage, which caused Mr. Kamsch not to attend the sale and bid thereat.

- I -

It is first suggested that Mr. and Mrs. Kamsch have no interest in the mortgaged property (Code of 1951, Article 66, § 7), and, accordingly, are not in a position to except to the ratification of the sale. I do not agree. They pledged $3125.00 of their money to secure the payment of the indebtedness secured by the mortgage. "When the property of a surety or co-debtor, security for the debt of a principal or co-debtor, is taken in satisfaction of the debt, the owner is entitled to exoneration, contribution or subrogation to the rights of the creditor against the principal or co-debtor or other collateral which is his. Cunningham v. Cunningham, 158 Md. 372, 148 A. 444. This principle is not limited to the relationships mentioned but is applicable broadly, if not universally, when the property of one is taken for the debt of another, though the owner may not be personally liable, as surety or co-debtor, for the debt." (Blair vs. Baker, 196 Maryland 242, 248-249). That, it seems to me, is conclusive of the question. Mr. and Mrs. Kamsch's position is stronger than that of an optionee as in Wingert vs. Brewer, 116 Maryland 518. They certainly had the right to redeem the property from the operation of the mortgage, and, having the right to redeem,

would have the right to except to the ratification of a sale made under the power contained therein. "Even a wife having only an inchoate right of dower may redeem land from a mortgage in which she has joined with her husband to release dower." (Hays vs. Cretin, 102 Maryland 695, 702). If the property had brought enough at the mortgage sale to pay the indebtedness secured thereby, we would have another story. But, it did not bring enough. Compare Werner vs. Clark, 108 Maryland 627, with Aukam vs. Zantzinger, 94 Maryland 421. See also Allied Mortgage Companies vs. Kolker, 180 Maryland 126. I hold that Mr. and Mrs. Kamsch are entitled to except to the ratification of the sale.

- II -

That the property was sold at an inadequate price is, I think, certain. Mr. Riley, an experienced real estate broker, specializing in properties in and around the community where this property is located, testified that the property was, on April 30, 1954, worth from $6500.00 to $7000.00. No serious effort to deny that was made. Mr. Bourke, the real estate expert produced by the Building Association, insisted on testifying as to what he considered the value of the property as of the time the mortgage was given. He refused to place a value thereon as of the date of the mortgage sale in question, and admitted that "I think there have been some slight improvements." The fact that the property sold for $6500.00 in the spring of 1953, is certainly some evidence of its value a year later. In view of Mr. Bourke's refusal to place a value on the property as of April 30, 1954, and of the failure of either the mortgagee or the purchaser to offer any evidence of values on that date, I must, I feel, assume that the property was then worth at least $6500.00.

I am aware of the rule that inadequacy of price, standing alone, will not justify a court in striking down a mortgage sale, unless the inadequacy is so gross or inordinate as to shock the conscience and raise a presumption of unfairness, mistake or fraud in

29

the conduct of the sale. I do not recall any case where our Court of Appeals has laid down any rule as to exactly how much inadequacy there must be to shock one's conscience, and I am inclined to think that it has purposely refrained from so doing, preferring to allow each case to stand on its own feet, and be governed by the special circumstances surrounding it. The nearest approach to laying down a general rule is found in Hubbard vs. Jarrell, 23 Maryland 66, where the property was sold for $2000.00 when the testimony showed it was worth from $4000.00 to $7000.00, and the court, at page 83, said:

> "Mere inadequacy of price is not sufficient to set aside a sale, unless so gross and inordinate as to furnish in itself evidence of fraud or misconduct on the part of the trustee. This is the recognized rule; and if these objections stood alone upon the simple fact of a sale largely under value, there would be a strong disposition to set it aside on this ground."

But, while the price at which this property was sold was far below the property's value, I do not have to find that it was so inadequate as to shock my conscience, or to raise a presumption of fraud, unfairness or mistake on the part of the attorney, and cause me to set the sale aside on that ground alone. I think there is another reason which, when added to the inadequacy in price, makes the setting aside of the sale imperative.

I think I am required to find from the testimony that Mr. Kamsch was misled by something the President of the Building Association (Mr. Helmer) and Mr. Mezger told him. He testified that Mr. Mezger told him that he (Mr. Kamsch) was well protected, and, if he bought in the property, he would, in addition to his bid, have to pay off $2300.00 worth of liens, and that there was no sense in him buying the property in. The liens referred to were evidently liens subordinate to the mortgage, and I know that Mr. Mezger is too good a lawyer not to know that they would be wiped out by the foreclosure, and I am satisfied that he did not intentionally tell Mr. Kamsch that he would have to pay said liens in addition to his bid if he bought the property, and I am further satisfied that Mr. Mezger was

not guilty of any intentional fraud, or other wrong doing, in telling Mr. Kamsch what he did. But, I cannot help but feel that Mr. Kamsch was sincere in his testimony, and that he tried to tell me the truth as he saw it, and that he was in some way misled by what Mr. Mezger and Mr. Helmer told him, and thereby lulled into such a sense of security that he did not even go to the sale and attempt to protect his interest by bidding on the property. In the first place, I cannot imagine a man, in Mr. Kamsch's apparent circumstances, with $3125.00 at stake, actually staying away from the auction unless he had a good reason, in his own mind, for so doing. Even if he had not intended to bid, his curiosity, as to how much of his $3125.00 he was going to lose, would have impelled him to attend the auction. In determining questions of fact, I must weigh the probabilities against the improbabilities. The fact that Mr. Kamsch did not even attend the auction is a strong "probability" in favor of the idea that he was actually misled. His education is not very extensive. Two months in the sixth grade is the extent of his formal education. What else he knows he gathered from the school of experience. The fact that he had financed several properties through said Building Association, and knew said Building Association's officers and Mr. Mezger quite well, may have had some influence on the situation. As heretofore stated, the Building Association held a mortgage on the property in question when Mr. Kamsch sold to Mr. and Mrs. Barghorn. Mr. Mezger handled the transaction. While he, in so doing, was technically representing the Building Association, I have no doubt that Mr. Kamsch relied on him to see that he was properly protected. So, it is not surprising that when Mr. Kamsch was advised that the Building Association was going to foreclose, he went to Mr. Mezger for advice as to where he stood. Again the "probabilities" are that he did. And, again, I say that I do not think Mr. Mezger intentionally misled him. But, I do think that he got the idea from what he was told that it was not necessary for him to bid

on the property in order to protect his hypothecated account, and that he was thereby kept away from the sale.

While there were possibly half a dozen people at the sale, there was, other than the Building Association, only one actual bidder, namely, the purchaser. While the Building Association, on the face of the record, had a little over $6500.00 (see statement filed April 28, 1954) due it, exclusive of the cost and expenses of sale, it knew it had the hypothecation of $3125.00 of the exceptants' money, so when the bidding reached $4000.00, it had enough in sight to protect its interest, and let the property go. If Mr. Kamsch had been there, and had understood his position, he would, in all probability, have advanced the bids rather than lose his whole $3125.00. He says that, if necessary, he would have gone as high as $6500.00; and I believe he would.

In Chilton vs. Brooks, 69 Maryland 584, the court struck down a sale made on a stormy day for about $1000.00 less than the value of the property, although it held <u>that the notice of sale was in order</u>. This case, wherein the opinion was written by Judge Oliver Miller, has long been a landmark in Maryland's jurisprudence, and has been repeatedly cited as an authority on the strickness with which the rule requiring that mortgage sales be fairly conducted is applied. Then, coming down to Waters vs. Prettyman, 165 Maryland 70, we find the same principles applied. There, Judge Digges wrote the opinion, and he held that while the inadequacy of price in that case was not so inordinate as to require the setting aside of the sale on that ground alone, the lots sold there should have been offered separately and not as an entirety, and that the combination of those two circumstances required the striking down of the sale. "The test is:", said the court, "Was the property sold under such conditions and terms as to advertisement and <u>otherwise</u>, as a prudent and careful man would employ, seeking to obtain the best price for his own property?" (Emphasis mine). In Kres vs. Hornstein, 161

Maryland 1, the complaint was, not that the property was not sufficiently located by the advertisement, but that it was not properly brought to the attention of the public. That, coupled with an inadequacy in price far less in proportion than what we have here, was held to be sufficient to justify the court in striking down the sale. The late Judge Adkins wrote the opinion in that case, and he quoted with approval from Tiffany on Real Property, Second Edition, p. 2724, to the effect that where a property is sold at an inadequate price the court will be "astute in extracting from the facts of the case sufficient to justify it in annulling the sale by reason of mistake, surprise, inadvertence or unfair conduct." (Underscoring supplied). See also Miller's Equity Procedure, p. 595, where that learned author says: "But where any other just cause appears to render the propriety of the sale doubtful, the fact that it was made at an inadequate price is proper to be considered. Such a fact is a strong auxiliary argument in combination with circumstances calculated to cast doubt or suspicion upon the correctness of the sale." I do not understand that I have to find that a prospective bidder was kept away from the sale by actual fraud or willful misrepresentation as in Loeber vs. Eckes, 55 Maryland 1. If he was kept away by an honest mistake, or by innocent inadvertence, he was, nevertheless, kept away, and I think that is sufficient. See Webster vs. Williams, 143 Maryland 162, 167, where the court said, "while there is nothing in the record to suggest or indicate fraud or misconduct on the part of any of the parties to this proceeding, yet the facts and circumstances surrounding the sale are sufficient to authorize the court to vacate the sale;" and Chew vs. Baker, 133 Maryland 637, where the court said, "there is nothing in the record to justify any charge of fraud or bad faith on the part of anyone connected with the sale," but, nevertheless, struck it down. I am constrained to strike down the sale.

24 June 1954

Judge.

32

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

IRVING H. MEZGER, Attorney named in Mortgage,

PLAINTIFF.

VS. NO. 10,962 EQUITY

WILLIAM H. BARGHORN, and MARY E. BARGHORN, his wife,

DEFENDANTS.

:::::::

ORDER SETTING ASIDE SALE

The matter of the exceptions filed by Gordon C. Kamsch and Olga M. Kamsch, his wife, to the ratification of the sale of the property mentioned in these proceedings made by Irving H. Mezger, attorney named in said mortgage, on April 30, 1954, in virtue of the power contained in the mortgage filed herein, and duly reported to this court, 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 24th day of June, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said exceptions be, and the same are hereby, sustained; and that said sale be, and the same is hereby, set aside and annulled; and that the expenses incident to said sale (except the attorney's compensation), as well as the costs pertaining to said exceptions, be paid out of the proceeds of the resale hereinafter ordered.

And it is further ADJUDGED and ORDERED that said property be resold by the said Irving H. Mezger, as the attorney named in said mortgage, and in execution of the power therein contained.

Sam C. Cook
Judge.

Filed 24 June, 1954

33

LIBER 89 PAGE 470

STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney

named in Mortgage

vs.

William H. Barghorn and Mary E. Barghorn, his wife.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 10,962

AMENDED

STATEMENT OF MORTGAGE DEBT

Statement of Mortgage Claim of the Arundel Federal Savings and Loan Association of Baltimore City heretofore filed in these proceedings		$6,546.63
Plus - Debit Expense Account	$78.32	
Plus - Accrued interest May 1st, 1954 to July 31st, 1954 (with interest thereafter at the rate of 6% per annum)	98.96	177.28
Total Balance due-Account of Mortgage Indebtedness		$6,723.91

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 7th day of July 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

34

Filed 8 July, 1954.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
William H. Barghorn and Mary E. Barghorn, his wife.	*	ANNE ARUNDEL COUNTY
	*	Equity No. 10,962

* * * * * * * * * * *

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 William H. Barghorn and Mary E. Barghorn, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City filed in these proceedings, and in pursuance of the power and authority conferred upon him by order of this Honorable Court dated the 24th day of June, 1954, 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, July 26th, 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 improvements thereon in fee simple, to Gordon C. Kamsch and OlgaM. Kamsch, his wife, at and for the sum of Forty-five Hundred Thirty ($4,530.00) 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 26th day of August in the year one thousand nine hundred and fifty-four, before me, the subscriber, a Notary

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

35

Filed 28 Aug., 1954.

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 as therein set forth, 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.

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

36

LIBER 89 PAGE 473

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

William H. Barghorn and
Mary E. Barghorn, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,962 Equity

Ordered, this 28 day of August, 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 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.

The report states that the amount of sales to be $ 4,530.00.

John A. Hopkins, 3rd. Clerk.

True Copy,

TEST: Clerk.

Filed 28 Aug., 1954.

(Final Order)

Irving H. Mezger,
Attorney named in Mortgage

versus

William H. Barghorn and
Mary E. Barghorn, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of October, 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.

37

Filed 5 Oct., 1954

LIBER 89 PAGE 474 OFFICE OF

Maryland Gazette

Published by

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

No. 10,962 E.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,962 Equity

IRVING H. MEZGER, Attorney named in Mortgage

Vs.

WILLIAM H. BARGHORN and MARY E. BARGHORN, his wife.

Ordered, this 28th day of August, 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 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.

The report states that the amount of sales to be $4,530.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

s-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 30 1954

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 10,962.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of October, 1954. The first insertion being made the 2nd day of September, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

No. M.G. 1867

38

Filed 30 Sept., 1954

LIBER 89 PAGE 475

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
William H. Barghorn and Mary E. Barghorn, his wife.	*	ANNE ARUNDEL COUNTY
	*	Equity No. 10,962

* * * * * * * * * * *

CERTIFICATION

We hereby certify that on the 26th day of July, 1954, we sold at public auction for the highest price obtainable to Gordon C. Kamsch and Olga M. Kamsch, his wife, - - - - - - - - - - - - - - - - - - the property described as follows:

> Being known as Lot No. 3, Section C, Old Annapolis Road, Plat of Sumac Fields, Third Election District, Anne Arundel County, Maryland, in fee simple,

at and for the price of Forty-five Hundred Thirty ($4,530.00) 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.

We hereby certify that we purchased the above described property at and for the price of $4530.00

AS WITNESS our hands and seals.

Gordon C Kamsch (SEAL)
Gordon M. Kamsch

Olga M. Kamsch (SEAL)
Olga M. Kamsch

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

39

Filed 25 Oct., 1954

In the Case of

Irving H. Mezger,
Attorney named in Mortgage

vs.

William H. Barghorn
and
Mary E. Barghorn, his wife

In the

Circuit Court

For

Anne Arundel County

No. 10,962 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.

October 27, 1954

All of which is respectfully submitted.

Laura K. Fiddling
Auditor.

Filed 29 Oct., 1954.

40

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. William H. Barghorn and Mary E. Barghorn, his wife ° in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	167	03	217	03
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Exceptant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	39	75		
Irene Hazel - stenographer's fee	5	00		
Auditor - stating this account	13	50	78	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising first sale	37	52		
Capital-Gazette Press - order nisi thereon	8	00		
Capital-Gazette Press - advertising second sale	37	52		
Capital-Gazette Press - order nisi thereon	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising first sale	11	45		
The Sun - advertising second sale	9	60		
Maryland Casualty Co. - bond premium	28	00		
E. T. Newell & Co. - auctioneer's fee (first sale)	50	00		
E. T. Newell & Co. - auctioneer's fee (second sale)	50	00		
Insurance Co. of North America - fire insurance premium adjusted (3/31/54 to 10/31/54)	9	17		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Joan M. Krager - notary fees	2	50	263	26
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,040	96	4,040	96
			4,599	50
Amount of mortgage claim filed	6,723	91		
Cr. Amount allowed above	4,040	96		
Balance subject to decree in personam	2,682	95		

41

with Irving H. Mezger, Attorney named in Mortgage Cr.

1954						
July	26	Proceeds of Sale	4,530	00		
		Interest on deferred payment	37	80	4,567	80
		Refund 1954 State and County taxes- five months four days	31	70	31	70
					4,599	50

42

ORDER NISI LIBER 89 PAGE 479

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

William H. Barghorn

and

Mary E. Barghorn, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,962 Equity.

ORDERED, This 29 day of October, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of December next.

Filed 29 Oct., 1954 Chas. H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 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.

Filed 7 Dec., 1954

43

LIBER 89 PAGE 480

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1954

We hereby certify, that the annexed

Order Nisi Aud. Acct. - Eq. 10962

William H. Barghorn

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 December, 1954. The first insertion being made the 4th day of November, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 7 Dec., 1954

No. M. G. 3164

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,962 Equity

IRVING H. MEZGER, Attorney named In Mortgage

Vs.

WILLIAM H. BARGHORN and MARY E. BARGHORN, his wife.

Ordered, this 20th day of October, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-18

JOHN B. ROWE, ASSIGNEE	*	IN THE CIRCUIT COURT
VS.	*	FOR
JOHN J. CANTWELL and BERTHA O. CANTWELL, his wife	*	ANNE ARUNDEL COUNTY IN EQUITY No. 11,063

* * * * *

MR. CLERK:-

Please docket the above entitled case and file therein Plaintiff's Exhibit No. 1, being a Mortgage from John J. Cantwell and Bertha O. Cantwell, his wife, to First Federal Savings & Loan Association of Brooklyn, dated October 1, 1953, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 786 folio 447, which mortgage was assigned to John B. Rowe for the purpose of foreclosure on July 13, 1954.

Harold M. Vick
Attorney for Plaintiff

Filed 16 July, 1954

LIBER 786 PAGE 447 LIBER 89 PAGE 482

CITY OR COUNTY FEE OR LEASEHOLD

No. 11,063 Equity

INSPECTED BY SOLSTLEE P.A.

This Mortgage, made this 1st day of October,

in the year one thousand nine hundred and fifty-three, between

JOHN J. CANTWELL and BERTHA O. CANTWELL, his wife, of

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

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN, a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Mortgagee has this day loaned to said John J. Cantwell and Bertha O. Cantwell, his wife,

the sum of Nine Thousand (9000.00)- dollars,

being the balance of the purchase money for the property herein described, which said sum the said Mortgagor agrees to repay in installments with interest thereon from the date hereof, at the rate of five (5) per cent per annum, in the manner following:

By the payment of Seventy-one & ($71.20) -20/100 dollars 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 fully paid, interest to be computed by the calendar month; and the said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest at the rate aforesaid.

SECOND: 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.

This loan may be prepaid, in whole or in part, and when the amount prepaid in any one year exceeds twenty per cent of the original principal amount of the loan, Six (6) months' interest on the amount prepaid in excess of said twenty per cent will be charged as a consideration for the acceptance of such prepayment.

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

NOW THEREFORE, this Mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagor doth grant, convey and assign unto said Mortgagee, its successors and assigns, all that land and premises situate and lying in Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 513 on the Amended Plat of Munroe Gardens, No. "1", filed for record among the Plat Records of Anne Arundel County, Maryland, in Plat Cabinet No. 4, Rod G-6, Plat No. 2.

Being the premises known as No. 513 Wimmer Road, Munroe Gardens.

BEING the same lot of ground which by Deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by Monumental Homes Corporation, a body corporate, to the within named Mortgagors.

FOR VALUE RECEIVED the First Federal Savings and Loan Association of Brooklyn hereby assigns the above and within mortgage to John B. Rowe for the purpose of foreclosure

AS WITNESS the corporate seal of the First Federal Savings and Loan Association of Brooklyn and the signature of Lawrence F. Tieman, President thereof, this thirteenth day of July, 1954

First Federal Savings and Loan Association of Brooklyn

Test: Dorothy R. Tieman

By Lawrence F. Tieman
Lawrence F. Tieman, President

PLAINTIFF'S EXHIBIT NO. 1

Filed 16 July, 1954

Together with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all plumbing, heating, gas and electrical fixtures.

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~XXXXXXXXXXXXXXXX~~ 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 **One Hundred Eight (108) Dollars, payable half-yearly in equal installments on the 14th days of January and July in each and every year.**

If, however, the said Mortgagor shall make the payments and perform the covenants herein contained, then this Mortgage shall be void.

And the said Mortgagor covenants with the said Mortgagee as follows:

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

II. To keep the buildings on the premises insured against loss by fire and other hazards, as may be required by the Mortgagee, for the benefit of the Mortgagee in such insurance companies as are acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee. If any loss within the provisions of said policy takes place, such insurance companies are hereby directed to pay the amount of such loss to the Mortgagee only; the Mortgagor hereby waiving all right to the possession of said payment until the Mortgagee's claim under this Mortgage has been fully paid and satisfied.

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, and upon the failure of the Mortgagor to keep the buildings on said property in good condition and repair, the Mortgagee 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 to comply with said demand of the Mortgagee for a period of thirty days shall constitute a breach of this Mortgage, and, at the option of the Mortgagee, immediately mature the entire principal and interest hereby secured, and the Mortgagee, may, without notice, institute proceedings to foreclose this Mortgage, and apply for the appointment of a Receiver, as herein provided.

IV. To pay all ground rent (if any), taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable, and, for the purpose of establishing a fund to assure said payments, the Mortgagor shall pay to the Mortgagee, on the first day of each month, one-twelfth of the yearly aggregate of such items. In the event the Mortgagor fails to make the said payments, or establish the said fund, the Mortgagee is hereby authorized to pay said expenses, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate hereinbefore recited, 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. Failure to establish the fund for the payment of the expenses above referred to shall constitute a default of this Mortgage, for which foreclosure may be [illegible]d.

3

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 person or corporation, other than the Mortgagor, by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided.

VII. To pay a "late charge" not to exceed 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.

VIII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for Thirty (30) days or after default in the performance of any of the aforegoing covenants, for Thirty (30) days.

IX. That, as soon as this Mortgage becomes in default and is placed in the hands of an attorney for collection, there shall become due by the Mortgagor, who hereby agrees to pay to the said attorney, a fee of Thirty-Five dollars for his services in and about the collection of the said Mortgage debt, even though the debt hereby secured is fully paid upon the demand of said attorney and before the property herein described is advertised for sale under the decree or power of sale herein authorized.

AND the said Mortgagor hereby assents to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this Mortgage as herein provided), and the said Mortgagor hereby also authorizes the said Mortgagee, its successors or assigns, or JOHN B. ROWE, its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of **$75.00** Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee, its successors or assigns, under this Mortgage whether the same shall have matured or not; (3) the surplus (if any there be), to the said Mortgagor, his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

AND the said Mortgagor doth hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under a decree for said sale or under the powers hereby granted, there shall be and become due by said Mortgagor to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs, attorney's fee 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 commission to trustees making sale under orders or decrees of the Circuit Court for the City or County in which the mortgaged property is situated, which said expenses, costs and commission the said Mortgagor, for himself, herself, or themselves and their heirs, personal representatives and assigns doth hereby covenant and agree to pay; and the said Mortgagee, or said JOHN B. ROWE, 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, attorney's fee, expenses and commission.

AND the said Mortgagor hereby covenants that the property herein described is unencumbered, except as may be herein set forth, that said Mortgagor will warrant specially the said property and will execute such further assurances thereof as may be requisite.

The covenants herein contained shall bind, and the benefits and advantages herein recited 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; whenever there shall be two or more Mortgagors hereunder all obligations of said Mortgagors shall be joint and several.

Witness the hand and seal of the said Mortgagor.

WITNESS:

Irene Chernyz

John J. Cantwell (SEAL)

John J. Cantwell

Bertha O. Cantwell (SEAL)

Bertha O. Cantwell

(SEAL)

(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 4th day of October, 1953, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City aforesaid, personally appeared **JOHN J. CANTWELL and BERTHA O. CANTWELL, his wife, the within named Mortgagors,** and acknowledged the aforegoing Mortgage to be **their** act. At the same time also appeared **JOHN B. ROWE**, Attorney and 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 further made oath that he is the duly appointed Agent of said body corporate and is authorized to make this affidavit.

AS WITNESS my hand and Notarial Seal.

Irene Chernyz, *Notary Public*

Recorded-6th-Oct.-1953-at-9:00-A.M. "O.P."

LIBER 89 PAGE 485 CP

MORTGAGE

FROM

JOHN J. CANTWELL and BERTHA O. CANTWELL, his wife,

TO

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BROOKLYN

Block No.

Received for record 6 Oct. 1953 at 9 o'clock A M. Same day recorded in Liber JWH No. 786 folio 447 &c. one of the Land Records of A.A.Co. and examined per John H. Hopkins Jr. Clerk.

Cost of Record $ 6.00 Pd

ROWE, ROWE & VICK
Attorneys at Law
2 E. LEXINGTON STREET
BALTIMORE 2, MD.

Recorded on Exempt 4 Mo 63

SHORT ASSIGNMENT

OF MORTGAGE

FROM

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

TO

JOHN B. ROWE

BLOCK

Received for Record 16 July 1954 *at* 1.30 *o'clock* P *M. Same day Recorded in Liber* ~~M. L. P.~~ JWH *No.* 786 *Folio* 450 *etc., one of the* Land *Records of* ~~Baltimore City~~ A.A.Co., *and examined.*

Per

JOHN H. HOPKINS, 3rd Clerk.

Pd. 1.00

6

 Milita Affidavit under Soldiers' and Sai' 's' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

JOHN B. ROWE, ASSIGNEE

vs.

JOHN J. CANTWELL and

BERTHA O. CANTWELL, his wife

IN THE

Circuit Court

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

IN EQUITY

No. 11,063

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 LAWRENCE F. TIEMAN

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

(1) said defendant~~/s~~ are not in the military service of the United States,

(2) said defendant~~/s~~ are not in the military service of any nation allied with the United States,

(3) said defendant~~/s~~ have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant~~/s~~ are not a member~~/s~~ of the Enlisted Reserve Corps who have been ordered to report for military service.

Lawrence F. Tieman

Affiant.

Subscribed and sworn to before me

this 21st day of July 19 54.

Irene Chernyz

Irene Chernyz, *Notary Public*

IRENE CHERNYZ NOTARY PUBLIC BALTIMORE, MD.

Filed 23 July, 1954.

Assignee's Bond

[redacted]

LIBER 89 PAGE 487

I-369

156674

No. 11,063 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 John B. Rowe - 2 E. Lexington Street, Baltimore, Maryland,

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

NINE THOUSAND AND 00/100 ($9,000.00) 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 4th day of Auguat in the year nineteen hundred and fifty-four.

Whereas, the above bounden John B. Rowe

by virtue of the power contained in a Mortgage from John J. Cantwell and wife to the First Federal Savings & Loan Association of Brooklyn

bearing date the day of nineteen hundred and

and recorded among the Land Records of Anne Arundel County, in Liber

No. , Folio , and

WHEREAS: assignment of said mortgage has been made to John B. Rowe, and he

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

Now the Conditions of this Obligation are Such, That if the above bounden John B. Rowe

es

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

Signed, Sealed and Delivered
in the presence of

Geraldine L. Bzozowski
Attest:

John B. Rowe (Seal)
John B. Rowe

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By [signature] Vice-President J. J. Kiernan

Attest: [signature] Assistant Secretary V. N. Mercier

Witness as to Surety:
M. S. Kraus
M. S. Kraus

Approved this 13 Aug, 1954 John H. Holland, Jr., Clerk

Filed 13 Aug, 1954.

8

STATEMENT OF MORTGAGE CLAIM LIBER 89 PAGE 488

JOHN B. ROWE, ASSIGNEE

vs.

JOHN J. CANTWELL and BERTHA O. CANTWELL, his wife

IN THE

CIRCUIT COURT

FOR

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY
IN EQUITY

No. 11,063

STATEMENT OF MORTGAGE DEBT

Principal amount of Mortgage	$9000.00
Interest from 10/1/53 to 8/31/54	410.42
	9410.42
Less payment received	407.71
Balance of principal and interest	9002.71
Less credit to Borrower's expense account	29.22
Balance due Mortgage with interest to 8/31/54	$8973.49

Plus interest from August 31, 1954 at $1.25 per day.

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 18th day of August 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

JOHN B. ROWE, ASSIGNEE

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.

As witness my hand and Notarial Seal,

Irene Cherny, Notary Public.

IRENE CHERNY NOTARY PUBLIC BALTIMORE, MD.

Filed 20 Aug., 1954.

JOHN B. ROWE, Assignee	*	IN THE
vs.	*	CIRCUIT COURT
JOHN J. CANTWELL and BERTHA O. CANTWELL, his wife.	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	IN EQUITY No. 11,063

* * * * * * *

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of John B. Rowe, Assignee of the mortgage filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Capital-Gazette Press", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said John B. Rowe, Assignee, did, pursuant to said notice, on Friday, September 3, 1954, at 3 o'clock, p.m., attend on the premises and then and there sold by Public Auction the leasehold property mentioned and described in the mortgage filed in these proceedings, unto Wm. C. Scherer and Co., Inc., at and for the sum of Eighty-five Hundred (8500.00) Dollars, subject to an annual ground rent of One Hundred Eight (108.00) Dollars, the said purchaser at the price mentioned, being the highest bidder therefor.

Respectfully submitted,

John B. Rowe

John B. Rowe,
Assignee of said Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 3rd day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared JOHN B. ROWE, Assignee, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Irene Chernyz

Irene Chernyz, Notary Public

10 Filed 7 Sept., 1954

LIBER 89 PAGE 490

ORDER NISI

John B. Rowe, Assignee

versus

John J. Cantwell and
Bertha O. Cantwell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,063 Equity

Ordered, this 7 day of September, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by John B. Rowe, Assignee of Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18 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 18 day of October next.

The report states that the amount of sales to be $ 8,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 7 Sept., 1954.

(Final Order)

John B. Rowe, Assignee

versus

John J. Cantwell and
Bertha O. Cantwell, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 19th day of October, 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.

11

Filed 19 Oct., 1954.

LIBER 89 PAGE 491

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 9, 1954

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 11,063

John J. Cantwell

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 18th day of October, 1954. The first insertion being made the 16th day of September, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman.

Filed 11 Oct., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,063 Equity

JOHN B. ROWE, Assignee
Vs.
JOHN J. CANTWELL and BERTHA O. CANTWELL, his wife.

Ordered, this 7th day of September, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John B. Rowe, Assignee of Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th 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 18th day of October next.

The report states that the amount of sales to be $8,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-7

No. M. G. 1889

12

LIBER 89 PAGE 492

In the Case of

John B. Rowe,

Assignee

vs.

John J. Cantwell,

and

Bertha O. Cantwell, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,063 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.

October 28, 1954

All of which is respectfully submitted.

Laura N. Fahling

Auditor.

Filed 1 Nov., 1954.

13

Dr. John B. Rowe, Assignee, vs. John J. Cantwell and Bertha O. Cantwell, his wife

in ac.

To Assignee for Fee, viz:	75	00		
To Assignee for Commissions, viz:	286	92	361	92
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	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	16	25		
New Amsterdam Casualty Co. -bond premium	36	00		
T. C. W. Hobbs - auctioneer's fee	25	00		
T. C. W. Hobbs - posting signs	20	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	4	68		
One-half State documentary stamps	4	67		
Irene Chernyz - notary fees	1	00		
			155	12
To Assignee for Ground Rent, viz:				
Ground rent due 7/14/54 ($54.00 -adjusted) 1 month twenty days	15	00	15	00
To Assignee for Benefit Charges, viz:				
Water rent	12	90	12	90
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance on account mortgage claim	8,020	04	8,020	04
			8,607	23
Amount of mortgage claim filed	8,973	49		
Interest from 8/31/54 to 9/3/54 @ $1.25 per day	3	75		
	8,977	24		
Cr. Amount allowed above	8,020	04		
Balance subject to decree in personam	957	20		

with John B. Rowe, Assignee Cr.

1954					
Sept.	3	Proceeds of Sale	8,500	00	
		Interest on deferred payment to 10/22/54	64	00	8,564 00
		Refund 1954 State and County taxes- 3 months 27 days	33	48	
		Refund 1954 water and sewer benefit charges - 3 months 27 days	9	75	43 23
					8,607 23

15

ORDER NISI

John B. Rowe,

Assignee

VERSUS

John J. Cantwell

and

Bertha O. Cantwell, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,063 Equity.

ORDERED, This 1 day of November, 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 December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of December next.

Filed Nov 1954. [illegible] & Hopkins, 3rd [illegible]

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of December, 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 Nicholson
Judge.

Filed 7 Dec., 1954.

LIBER 89 PAGE 495

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 19, 1954

We hereby certify, that the annexed

Order Nisi.

Auditor acct. Eq. 11,063

John J. Cantwell

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 December, 1954. The first insertion being made the 4th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman.

Filed 20 Nov., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,063 Equity

JOHN B. ROWE, Assignee
Vs.
JOHN J. CANTWELL and BERTHA O. CANTWELL, his wife.

Ordered, this 1st day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

n-18

No. M. G. 3167

17

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
EARL ROLAND HOPKINS and BETTY JANE HOPKINS, his wife, &	*	FOR
	*	ANNE ARUNDEL COUNTY
EDGAR E.R. HOPKINS and EDNA MAY HOPKINS, his wife,	*	# 10,320 Equity

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

MR. CLERK:

Please docket this case and file the original Mortgage.

Edward [illegible]

ASSIGNEE

Filed 11 Sept 1951

Purchase Money as to $5000--State Stamps .55

LIBER 89 PAGE 498

LIBER 469 PAGE 256

No. 10,320 Equity.

Form No. 1—County Fee

This Mortgage, made this 15th day of May ,

in the year one thousand nine hundred and forty-eight , between Earl Roland Hopkins and Betty Jane Hopkins, his wife, and Edgar E. R. Hopkins and Edna May Hopkins, his wife, of Anne Arundel County , in the State of Maryland, Mortgagor (s), and Enterprise Federal Savings and Loan Association, of Annapolis, Md., a body corporate, duly incorporated, Mortgagee.

Whereas the said Enterprise Federal Savings and Loan Association, of Annapolis, Md., has this day loaned to Earl Roland Hopkins and Betty Jane Hopkins, his wife, and Edgar E. R. Hopkins and Edna May Hopkins, his wife, the sum of FIFTY-FIVE HUNDRED ($5500.00) dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...5...% per annum, in the manner following:

By the payment of Forty-four ($44.00) dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Earl Roland Hopkins and Betty Jane Hopkins, his wife, and Edgar E. R. Hopkins and Edna May Hopkins, his wife, do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcel s of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

FIRST: All that lot of ground situate on the Southeast side of Barbud Lane, near the Village of Eastport: Beginning for the same at an iron pipe set on the Southeast side of Barbud Lane distant North 61 degrees 37 minutes East 350.0 feet from the point of intersection formed by the said Southeast side of Barbud Lane and the Easterly side of Annapolis Neck Road; thence running from the said beginning point so fixed leaving the said Barbud Lane South 28 degrees 23 minutes East 123.0 feet to another iron pipe in the Southeasterly outline of the whole tract hereinafter mentioned; thence with part of said line, North 61 degrees 37 minutes East 150.0 feet to another iron pipe; thence leaving said outline North 28 degrees 23 minutes West 123.0 feet to another iron pipe on the Southeasterly side of the first mentioned Barbud Lane; thence with the same, South 61 degrees 37 minutes West 150.0 feet to the place of beginning. Containing 0.42 acres of land, according to a survey thereof made by J. Revell Carr, July 7, 1944.

BEING the same property which was conveyed to Earl Roland Hopkins and Betty Jane

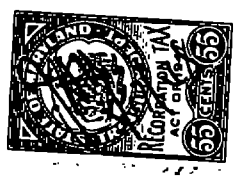
Filed 1 Sept., 1948.

2

Hopkins, his wife, by George L. Vranas and Florence Elane Vranas, his wife, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto; and being also the same property which was conveyed to George L. Vranas and wife, by David S. Owen and wife by deed dated November 26, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 389, folio 123.

SECOND: Beginning for the same at an iron pipe now set at the point of intersection formed by the North side of a 40 foot road and the East side of the newly located (paved) road, known as the Annapolis Neck Road, the said iron pipe and place of beginning being distant North 44 degrees 50 minutes East, 20 feet from the center of the said last mentioned road, and being also distant South 61 degrees 37 minutes West 351.03 feet from the Southeast corner of Lot 1 containing 4.2 acres of land which was conveyed by W. Meade Holladay to Susie Williams, widow, by deed dated May 29, 1930, and recorded in Liber F.S.R. No. 68, folio 341, and of which Lot 1, the lot hereby intended to be conveyed, is a part, being situated in the Southwest corner thereof; and running from said beginning point, leaving the said Annapolis Neck Road, along the North side of said 40 foot road, North 61 degrees 37 minutes East 178.63 feet to another iron pipe, now set at the Southwest corner of a 52.04 foot lot fronting on Tyler Street, and running back for the depth of 408.88 feet to the said North side of the 40 foot road aforesaid; thence leaving the said last mentioned road and running with part of the West boundary line of the said last mentioned 52.04 foot lot, the same having been conveyed to Joseph W. Williams and wife by Susie Williams, by deed dated April 7, 1934 and recorded in Liber W.M.B. No. 123, folio 296, North 28 degrees 23 minutes West 57.95 feet to another iron pipe; thence leaving the said last mentioned West boundary line and running across part of the said 4.2 acre tract, and parallel with the said mentioned 40 foot road, South 61 degrees 37 minutes West, 196 feet; to another iron pipe now set on the East side of the above mentioned Annapolis Neck Road; thence with the same, South 45 degrees 10 minutes East, 60 feet, to the place of beginning. Containing 0.249 acres of land, more or less.

BEING the same property which was conveyed to Edgar E. R. Hopkins and Edna May Hopkins, his wife, by Susie Williams, widow, by deed dated August 21, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 265, folio 426.



It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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

And the said mortgagor(s) Earl Roland Hopkins and Betty Jane Hopkins, his wife, and Edgar E. R. Hopkins and Edna May Hopkins, his wife, for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of ...5...% per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Benjamin Michaelson, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Katharine H. McCutchan
Katharine H. McCutchan

Earl Roland Hopkins (SEAL)
Earl Roland Hopkins

Betty Jane Hopkins (SEAL)
Betty Jane Hopkins

Edgar E R Hopkins (SEAL)
Edgar E. R. Hopkins

Edna May Hopkins (SEAL)
Edna May Hopkins

4

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 15th day of May

in the year one thousand nine hundred and forty-eight, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Earl Roland Hopkins and Betty Jane Hopkins, his wife, and Edgar E.R. Hopkins and Edna May Hopkins, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Katharine N. McCutchan

Katharine N. McCutchan Notary Public.

My commission expires on

May 2, 1949

Recorded May 17th. 1948 at 12:00 M.

INSPECTED F. O. D. H. L. B. B.

Mortgage

FROM

Earl Roland Hopkins and Betty Jane Hopkins, his wife, and Edgar E. R. Hopkins and Edna May Hopkins, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record May 17 19 48 at 12 o'clock M.

Same day recorded in Liber No. 469 folio 356 &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $

BENJAMIN MICHAELSON
ATTORNEY AT LAW
19 SCHOOL ST.
ANNAPOLIS, MD.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Edward G. Chaney, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 30th day of June, 1950.

ATTEST: ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

By: R. Gardiner Chaney, Pres.

Edward G. Chaney, Sec'y

INCORPORATED SAVINGS AND LOAN ASSN. ANNAPOLIS, MD.

Property:

Description approved

Execution approved

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
EARL ROLAND HOPKINS and BETTY JANE HOPKINS, his wife &	*	FOR
EDGAR E.R. HOPKINS and EDNA MAY HOPKINS, his wife	*	ANNE ARUNDEL COUNTY
	*	No. 10,320 Equity

* *

STATEMENT OF MORTGAGE DEBT

Filed 6 May, 1952.

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Earl Roland Hopkins and Betty Jane Hopkins, his wife, et al., dated the 15th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 469 at folio 256, said Mortgage being in default.

Balance due upon principal.	$5,028.96
Interest from 1 December, 1949	549.29
	$5,578.25

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 6th day of May, 1952, before me, the subscriber, a Notary Public in and for the State of Maryland aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my hand and Seal Notarial.

NOTARY PUBLIC JOYCE T. BAST ANNE ARUNDEL CO., MD.

Joyce T. Bast Notary Public

MY COMMISSION EXPIRES MAY 4, 1953

6

LIBER 89 PAGE 503

No. 10,320 Equity.

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, EDWARD G. CHANEY, as Principal, and GLOBE INDEMNITY COMPANY, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of SIX THOUSAND DOLLARS ($6000.00) current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 6th day of May, 1952.

WHEREAS by virtue of a power of sale contained in a mortgage from Earl Roland Hopkins et al. to the Enterprise Fed. Savings & Loan Assn. of Ann. bearing date on or about the 15th day of May, 1948, the said Edward G. Chaney is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Edward G. Chaney is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Edward G. Chaney does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered May 6, 1952, in the presence of

Edward G. Chaney (SEAL)
Edward G. Chaney, Principal

Virginia Merritt
Virginia Merritt

Virginia Merritt
Virginia Merritt

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact,
Surety

Approved this 6 May, 1952
John H. Hopkins, 3rd

Filed 6 May, 1952

7

Legal Notices

EDWARD G. [illegible]NEY, Assignee
Annapolis, Maryland

ASSIGNEE'S SALE
—OF VALUABLE.—
IMPROVED REAL ESTATE

Under and by virtue of the power of sale contained in the mortgage from EARL ROLAND HOPKINS and BETTY JANE HOPKINS, his wife, et al., to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 15th day of May, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 409 at folio 250, the undersigned, as Assignee of the mortgaged to foreclose in event of default and default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR ON

TUESDAY, MAY 6, 1952
AT 11 O'CLOCK A. M.

All those lots, pieces, or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland and described as follows:

All that lot of ground situate on the Southeast side of Barbud Lane near the Village of Eastport; Beginning for the same at an iron pipe set on the Southeast side of Barbud Lane distant North 61 degrees 37 minutes, East 350.0 feet from the point of intersection formed by the said Southeast side of Barbud Lane and the easterly side of Annapolis Neck Road; running from the said beginning point so fixed leaving the said Barbud Lane South 28 degrees 23 minutes East 123.0 feet to another iron pipe in the southeasterly outline of the whole tract hereinafter mentioned; thence with part of said line, North 61 degrees 37 minutes East 150.0 feet to another iron pipe, thence leaving said outline North 28 degrees 23 minutes West 123.0 feet to another iron pipe on the Southeasterly side, of the first mentioned Barbud Lane; thence with the same South 01 degrees 37 minutes West 150.0 feet to the place of beginning. Containing 0.426 acres of land according to a survey thereof made by J. Revell Carr, July 7, 1944.

BEING the same property which was conveyed to Earl Roland Hopkins and Betty Jane Hopkins, his wife, by George L. Vranas and Florence Elane Vranas, his wife, by deed dated May 15, 1948 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 409 at folio 254 and being also the same property which was conveyed to George L. Vranas and wife, by David S. Owens and wife by deed dated November 20, 1946 and recorded among the aforesaid Land Records in Liber J. H. H. No. 389 at folio 123.

This property, well located on the Southeast side of Barbud Lane is improved by a modern three bedroom dwelling with a total of six rooms and an enclosed porch, electricity with utilities available.

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

For further particulars, apply to
EDWARD G. CHANEY
Assignee
Townsworth Building
Annapolis, Maryland

GEORGE W. SCIBLE,
Auctioneer. m-5.

Filed 14 July, 1952.

No. E. 8

OFFICE OF LIBER 89 PAGE 504

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 27, 1952

We hereby certify, that the annexed Assignee's Sale
Earl Roland Hopkins

was published in

Evening Capital

newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of May, 1952. The first insertion being made the 14th day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie J. Carlson

GEORGE W. SCIBLI - - - - - - - - - - - - - - Auctioneer

EDWARD G. CHANEY, Assignee
Annapolis, Maryland

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

Under and by virtue of the power of sale contained in the mortgage from Earl Roland Hopkins and Betty Jane Hopkins, his wife, et al., to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 15th day of May, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 469 at Folio 256, the undersigned, as Assignee of the mortgaged to foreclose in event of default, and default having occurred, will offer for sale at public auction at the Court House Door on

Tuesday, May 6, 1952

AT 11 O'CLOCK A.M.

Filed 14 July, 1952

All those lots, pieces, or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, and described as follows:

All that lot of ground situate on the Southeast side of Barbud Lane near the Village of Eastport; beginning for the same at an iron pipe set on the Southeast side of Barbud Lane distant North 61 degrees 37 minutes East 350.0 feet from the point of intersection formed by the said Southeast side of Barbud Lane and the easterly side of Annapolis Neck Road; running from the said beginning point so fixed leaving the said Barbud Lane South 28 degrees 23 minutes East 123.0 feet to another iron pipe in the southeasterly outline of the whole tract hereinafter mentioned; thence with part of said line, North 61 degrees 37 minutes East 150.0 feet to another iron pipe, thence leaving said outline North 28 degrees 23 minutes West 123.0 feet to another iron pipe on the Southeasterly side of the first mentioned Barbud Lane; thence with the same South 61 degrees 37 minutes West 150.0 feet to the place of beginning. Containing 0.420 acres of land according to a survey thereof made by J. Revell Carr, July 7, 1944.

BEING the same property which was conveyed to Earl Roland Hopkins and Betty Jane Hopkins, his wife, by George L. Vranas and Florence Elane Vranas, his wife, by deed dated May 15, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 469 at Folio 254, and being also the same property which was conveyed to George L. Vranas and wife by David S. Owens and wife by deed dated November 26, 1946, and recorded among the aforesaid Land Records in Liber J. H. H. No. 389 at Folio 123.

This property, well located on the Southeast side of Barbud Lane is improved by a modern three-bedroom dwelling with a total of six rooms and an enclosed porch, electricity with utilities available.

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

For further particulars, apply to

EDWARD G. CHANEY, Assignee
Townsworth Building
Annapolis, Maryland.

9

I/We hereby certify that I/we purchased the property described on the reverse side of this Hand Bill at and for the price of $ 6,000.00 ——— and I/we agree to abide by the terms therein.

Witness my/our hand and seal this 6th day of May, 1952..

Witness:

ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD.

By: [signature] President (SEAL)

_____ (SEAL)

[signature]
Asst. Secretary

Filed 14 July, 1952.

I hereby certify that I sold property described on the reverse side of this Hand Bill to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MD.

at and for the price of $ 6,000.00 ——— he/they, being then and there the highest bidder therefor, and that the sale was fairly and properly held and conducted.

Witness my hand and seal this 6th day of May, 1952.

Witness:

[signature] (SEAL)
Auctioneer

[signature]

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
EARL ROLAND HOPKINS and BETTY JANE HOPKINS, his wife & EDGAR E.R. HOPKINS and EDNA MAY HOPKINS, his wife	*	FOR ANNE ARUNDEL COUNTY No. 10,320 Equity

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

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Edward G. Chaney, Assignee in the mortgage in this proceeding respectfully shows:

Filed 14 July, 1952

That under and by virtue of power of sale contained in a mortgage to ENTERPRISE FEDERAL SAVINGS and LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. from EARL ROLAND HOPKINS and BETTY JANE HOPKINS, his wife, et al., dated the 15th day of May, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 469 at folio 256, default having occurred in said Mortgage and at the request of the Mortgagee, and after having given Thirty (30) days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital," a newspaper published in Anne Arundel County and by the distribution of hand bills, he did pursuant to the said notice of sale attend in person at the Court House door in the City of Annapolis, Maryland on Tuesday, May 6, 1952 at eleven o'clock a.m.; and then and there in the presence of a number of persons did proceed to sell at public sale to the ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MARYLAND, INC. at and for the sum of

//

Six Thousand and 00/100 ($6,000.00) Dollars, it being at that price the highest bidder therefor, the property mentioned in this proceeding to wit:

All those lots, pieces or parcels of ground situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, and described as follows:

All that lot of ground situate on the Southeast side of Barbud Lane near the Village of Eastport; beginning for the same at an iron pipe set on the Southeast side of Barbud Lane distant North 61 degrees 37 minutes East 350.0 feet from the point of intersection formed by the said Southeast side of Barbud Lane and the easterly side of Annapolis Neck Road; running from the said beginning point so fixed leaving the said Barbud Lane South 28 degrees 23 minutes East 123.0 feet to another iron pipe in the southeasterly outline of the whole tract hereinafter mentioned; thence with part of said line, North 61 degrees 37 minutes East 150.0 feet to another iron pipe, thence leaving said outline North 28 degrees 23 minutes West 123.0 feet to another iron pipe on the Southeasterly side of the first mentioned Barbud Lane; thence with the same South 61 degrees 37 minutes West 150.0 feet to the place of beginning. Containing 0.420 acres of land according to a survey thereof made by J. Revell Carr, July 7, 1944.

BEING the same property which was conveyed to Earl Roland Hopkins and Betty Jane Hopkins, his wife, by George L. Vranas and Florence Elane Vranas, his wife, by deed dated May 15, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 469 at folio 254, and being also the same property which was conveyed to George L. Vranas and wife by David S. Owens and wife by deed dated November 26, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 389 at folio 123.

12

The said purchaser has paid a deposit of Six Hundred and 00/100 ($600.00) Dollars and agreed to comply with the terms of sale, said agreement and certificate of the auctioneer marked "Hand Bill with Report of Sale" is filed herewith.

All of which is respectfully submitted.

Edward G. Chaney Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 7th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared EDWARD G. CHANEY, Assignee in the Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth and that the said sale was fairly made.

Witness my hand and Seal Notarial.

Joyce T. Bast Notary Public

JOYCE T. BAST NOTARY PUBLIC ANNE ARUNDEL CO., MD.

MY COMMISSION EXPIRES MAY 4, 1953

13

ORDER NISI

LIBER 89 PAGE 510

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

EARL ROLAND HOPKINS and
BETTY JANE HOPKINS, his wife &
EDGAR E. R. HOPKINS and
EDNA MAY HOPKINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,320 Equity

Filed 14 July, 1952.

Ordered, this 14 day of July, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15 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 15 day of August next.

The report states that the amount of sales to be $ 6,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF

EARL ROLAND HOPKINS and
BETTY JANE HOPKINS, his wife &
EDGAR E. R. HOPKINS and
EDNA MAY HOPKINS, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 7 Oct., 1953.

ORDERED BY THE COURT, This 7th day of October, 1953, that the sale made and reported by the 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 Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Richardson
Judge.

14

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. 10,320 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EARL ROLAND HOPKINS and BETTY JANE HOPKINS, his wife & EDGAR E. R. HOPKINS and EDNA MAY HOPKINS, his wife.

Ordered, this 14th day of July, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Edward G. Chaney, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th 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 15th day of August next.

The report states that the amount of sales to be $6,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

8-6

Filed 6 Oct., 1952.

CERTIFICATE OF PUBLICATION

Annapolis, Md., Aug 23, 1952

We hereby certify, that the annexed

Order Nisi - Sale

No 10320 Equity

Earl Roland Hopkins

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 15-th day of August, 1952. The first insertion being made the 15-th day of July, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E. C.

15

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Earl Roland Hopkins
and
Betty Jane Hopkins, his wife, et al

In the

Circuit Court

For

Anne Arundel County

No. 10,320 Equity

To the Honorable, the Judges of said Court:

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

Filed 18 Jan., 1954

December 29, 1953

All of which is respectfully submitted.

Laura K. Jicklin
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Earl Roland Hopkins and Betty Jane Hopkins, his wife, et al

			in ac.	
To Assignee for Fee, viz:	35	00		
To Assignee for Commissions, viz:	210	00	245	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	50	00		
Capital-Gazette Press - handbills	10	20		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - 1952 and 1953 bond premiums	48	00		
George W. Scible -auctioneer's fee	25	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Joyce T. Bast - notary fees	1	00	155	55
To Assignee for Taxes, viz:				
1951 State and County taxes	31	78		
1952 State and County taxes ($42.60-adj)	14	91		
1950 Annapolis City taxes	10	14		
1951 Annapolis City taxes ($38.21-adj)	32	47	89	30
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	5,472	40	5,472	40
			6,000	00
Amount of mortgage claim filed	5,578	25		
Cr. Amount allowed as above	5,472	40		
Balance subject to decree in personam	105	85		

17

with Edward G. Chaney, Assignee Cr.

1952				
May	6	Proceeds of Sale	6,000 00	6,000 00
				6,000 00

LIBER 89 PAGE 515

ORDER NISI

In the Matter of the Mortgaged Real Estate of

~~VERSUS~~

Earl Roland Hopkins

and

Betty Jane Hopkins, his wife, et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,320 Equity.

ORDERED, This 18 day of January, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of February next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 31st day of March, 1954, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge.

Filed 31 Mar., 1954

Filed 18 Jan., 1954

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

Order Nisi - Aud. Acct. - Eq. 10320

Earl Roland Hopkins

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of February, 1954. The first insertion being made the 28th day of January, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,320 Equity

In The Matter Of The Mortgaged Real Estate Of EARL ROLAND HOPKINS And BETTY JANE HOPKINS, His Wife, et al.

Ordered, this 18th day of January, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 20th day of Febrnary next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

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

f-2

Filed 30 Mar., 1954.

No. E. C. 150

20

LIBER 89 PAGE 516

No. 11,221 Equity

EX PARTE	*	IN THE CIRCUIT COURT
IN THE MATTER OF	*	OF
STEVE KRAINER,	*	BALTIMORE CITY
AN INCOMPETENT	*	

****

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Loretta Denbowczyk, daughter and next friend of Steve Krainer, respectfully shows:

1. That your Petitioner is the daughter of the said Steve Krainer.

2. That the said Steve Krainer is now and has been suffering from a mental disability, and that he is unable to manage his property, business and affairs by reason of said mental disability, and that he is presently a patient of the Spring Grove State Hospital where he was admitted as apatient on July 23, 1954.

3. That the said Steve Krainer is the husband of Margaret Krainer, 72 years of age, who is presently living with your Petitioner at 1123 S. Binney Street, Baltimore 24, Maryland.

4. That the said Steve Krainer and Margaret Krainer, his wife, are the owners of certain fee simple property located in Anne Arundel County, Maryland, known as Andover Road, Shipley Heights, improved, containing 8 acres more or less.

5. That due to circumstances which have prevailed, the said Steve Krainer was caused to leave his home, and his wife, Margaret Krainer, because of her age, has also left the above home and property and has taken up a domicile with your Petitioner at your Petitioner's home, 1123 S. Binney Street.

6. That the said Margaret Krainer is desirous of selling the above property which she owns as tenants by the entireties with her husband, Steve Krainer, in order to pay the necessary medical bills and expenses which are being incurred on behalf of the said Steve Krainer, and also to maintain herself.

7. That the said Margaret Krainer has advertised the said property for sale and has obtained a buyer who is willing to purchase said property at and for the sum of $5800.00, which is a fair and reasonable price.

Filed 24 Dec., 1954.

8. That due to the present mental disability of the said Steve Krainer, he is incapable of entering into a legal contract or executing a valid Deed transferring his interest in said property to the prospective purchaser, and at present there is no one legally authorized to sign said Contract and Deed in his behalf, and protect his interest in said property which he owns as tenants by the entireties with his wife, Margaret Krainer, so that it is necessary for this Honorable Court to appoint some suitable person as Committee to take charge of and manage his interest in the said fee simple property heretofore set forth and described with a view towards effecting a sale of said premises in the best interest of the said Steve Krainer.

9. That your Petitioner files herewith as a part hereof, sworn certificates by Isadore Tuerk, M.D. and Ethel B. Hermann-Green, M.D., attending psychiatrists upon the said Steve Krainer, and practicing medicine in Maryland for more than five years certifying that the said Steve Krainer is incompetent to care for himself and manage his estate by reason of a mental disability.

WHEREFORE your Petitioner prays:

a. That some suitable person should be appointed as Committee.

b. That your Petitioner may have such other and further relief as the nature of this case may require.

AND AS IN DUTY BOUND, etc.

Henry W. Klemkowski
Attorney for Petitioner

Loretta Dembowczyk
Loretta Dembowczyk-Petitioner

STATE OF MARYLAND, CITY OF BALTIMORE:

I HEREBY CERTIFY that on this day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LORETTA DEMBOWCZYK, who made oath in due form of law that the matters and facts contained in the aforegoing Petition are true and just to the best of her knowledge and belief.

AS WITNESS my hand and Notarial Seal.

(Seal)

Joan M. Reed
Notary Public

My commission expires May 2, 1955.

2

LIBER 89 PAGE 518

ORDER

UPON the aforegoing Petition, Affidavit and Certificates, it is this 8th day of September, 1954, by the Circuit Court of Baltimore City,

ORDERED, that Steve Krainer, now a patient at Spring Grove State Hospital, Baltimore 28, Maryland, be summoned within ten (10) days from this date, and that within the same time, copies of the summons, this Petition and Order shall be left with SUPERINTENDENT IN CHARGE him, and that a hearing shall be held on this Petition on the 23rd day of September, 1954 and the appearance and answer of the said Incompetent shall be allowed at any time before or after Decree.

John T. Tucker
JUDGE

3

LIBER 89 PAGE 519

Decree Appointing Committee or Trustee Under Chapter 518, Act 1929.

Ex parte:

In the Matter of

STEVE KRAINER,

AN INCOMPETENT

IN THE

CIRCUIT COURT

OF

BALTIMORE CITY

DECREE APPOINTING COMMITTEE OR TRUSTEE UNDER CHAPTER 518, ACTS 1929.

Decree:

This cause standing ready for hearing and duly submitted, the proceedings were by the Court read and considered:

It is Thereupon, this 28th day of September, 1954, Adjudged, Ordered and Decreed, by the Circuit Court of Baltimore City, That Loretta Denbowczyk be and she is hereby appointed Committee with full power and authority to care for and manage the property of the said Steve Krainer and upon proper order of this Court to expend cash for the support and maintenance of the said Steve Krainer under the direction of this Court; but before the said Loretta Denbowczyk

shall proceed to act as such Committee she shall give a corporate bond to the State of Maryland in the penalty of Three Thousand Dollars with a surety or sureties to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such Committee.

E. Paul Mason

Judge

EX PARTE	*	IN THE CIRCUIT COURT
IN THE MATTER OF	*	OF
STEVE KRAINER,	*	BALTIMORE CITY
AN INCOMPETENT	*	

****

PETITION OF COMMITTEE FOR AUTHORIZATION TO SELL REAL ESTATE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Loretta Dembowczyk, Committee of Steve Krainer, incompetent, respectfully represents unto your Honor:

1. That by an Order of this Court passed on the day of September, 1954, she was appointed Committee of the person and estate of her father, the said Steve Krainer, and has filed her approved bond with the Clerk of said Court.

2. That the said incompetent is now 78 years of age and until July 23, 1954 had been in the care of the Fayette Street Convalescent Home; that he was transferred to the Spring Grove State Hospital on July 23, 1954 and is now under the charge of that institution.

3. That the property belonging the the said incompetent is presently unoccupied and that funds are required for the necessary maintenance of same and said funds are not available.

4. That it will be necessary therefore, to sell the real estate of said incompetent for his support, and for the payment of reasonable and proper expenses which have been incurred, and will hereafter be incurred by your Committee.

5. That the real estate of said incompetent consists of fee simple property presently owned as tenants by the entireties with his wife, Margaret Krainer, age 72, who has been forced to leave the said premises and live with your Committee at 1123 S. Binney Street, Baltimore 24, Maryland, said fee simple property of said parties being located in Anne Arundel County, Maryland, and better known as Andover Road, Shipley Heights, improved, containing 8 acres more or less.

WHEREFORE, Your Petitioner therefore prays your Honor to pass an Order

5

authorizing her to sell said real estate and to apply the money received therefrom which represents the incompetent's share, or so much of said money as may be necessary to the support of said incompetent, and to the payment of such reasonable and proper expences as have been or may hereafter be incurred for him.

AND AS IN DUTY BOUND, etc.

Loretta Dembowczyk - Petitioner

Henry W. Klemkowski
Attorney for Petitioner

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

I HEREBY CERTIFY that on the 29th day of September, 1954, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared LORETTA DEMBOWCZYK, Petitioner, who made oath in due form of law that the matters and facts contained in the foregoing Petition are true and just to the best of her knowledge and belief.

(Seal)

Notary Public

My Commission expires May 2, 1955.

6

LIBER 89 PAGE 592

EX PARTE	*	IN THE CIRCUIT COURT
IN THE MATTER OF	*	OF
STEVE KRAINER,	*	BALTIMORE CITY
AN INCOMPETENT	*	

******

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Margaret Krainer, wife of Steve Krainer, Incompetent, by Henry W. Klemkowski, her attorney, respectfully represents unto your Honors

1. That by an Order of this Court passed on the 28th day of September, 1954, Loretta Dembowczyk, daughter of Steve Krainer, Incompetent, was appointed Committee of the person and estate of the said Steve Krainer, and in accordance therewith filed her approved bond with the Clerk of said Court.

2. That shortly thereafter, the said Committee filed a Petition with this Court requesting authority to sell the said Steve Krainer's interest in certain real estate, located on Andover Road, Shipley Heights, Anne Arundel County, Maryland, which said property is presently owned by your Petitioner and the said Steve Krainer, as tenants by the entireties.

3. That on October 5, 1954, testimony was taken before Gerald W. Hill, Examiner in Equity, for the purpose of obtaining the opinion of two independent real estate appraisers, as to the fair and reasonable value of said property.

4. That your Petitioner has decided to be made a co-petitioner along with the Committee, Loretta Dembowczyk, and hereby unites, acquiesces and consents to the sale of said property as appraised.

WHEREFORE, Your Petitioner therefore prays your Honor to pass an Order authorizing the said Margaret Krainer to be made a co-petitioner with Loretta Dembowczyk, thereby allowing her to join in the sale of said real estate.

AND AS IN DUTY BOUND, etc.

Henry W. Klemkowski

Henry W. Klemkowski-Attorney for Petitioner

UPON THE FOREGOING PETITION, it is this 15th day of October, 1954, by the Circuit Court of Baltimore City, ORDERED, that leave be granted to the said Margaret Krainer to be made a co-petitioner as prayed.

C. Paul Mason

JUDGE

7

EX PARTE, IN THE MATTER OF	:	IN THE
STEVE KRAINER, AN INCOMPETENT	:	CIRCUIT COURT OF
	:	BALTIMORE CITY
	:	A - 1954 - 481

: : : : : : : :

D E C R E E

The above cause standing ready for hearing and being submitted, the proceedings therein were, by the Court, read and considered; and it appearing to the Court that it will be to the interest and advantage of the abovenamed incompetent, Steve Krainer and Margaret Krainer, his wife, to decree a sale of the property hereinafter mentioned; it is accordingly, this 9th day of November, 1954, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED, that the property mentioned and described in this proceeding, situate in Anne Arundel County, State of Maryland, be sold; and that Henry W. Klemkowski be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the clerk of this Court, a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court, in the penalty of Five Thousand Eight Hundred Dollars ($5800.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any future Decree or Order in the premises; he shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore, and in Anne Arundel County aforesaid, as he shall think proper, of the time, place,

manner and terms of sale, which shall be cash, upon ratification of said sale by this Court; or said Trustee may sell at private sale, provided no private sale shall be for a less amount than the appraised value of said property as shown by the testimony in this case; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an annexed affidavit of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on payment of the whole purchase money, the said Trustee shall, by good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her, or them sold, free, clear and discharged from all claim of the said incompetent, Steve Krainer and Margaret Krainer, his wife, and those claiming by, from or under them or either of them. And the said Trustee shall bring into this Court the money arising from said sale, after deducting the costs of this suit, and such commission to said Trustee as this Court may think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; and thereafter, said Trustee shall hold, invest or distribute said net proceeds of sale as this Court by its order or orders may find to be proper.

The above is a proper decree
to be passed in this case.

C. Paul Mason

AUDITOR AND MASTER

REPORT OF SALE

LIBER 89 PAGE 525

EX PARTE IN THE MATTER OF

STEVE KRAINET, AN INCOMPETENT

vs.

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

94B 481

To The Honorable Judge of the Circuit Court of Baltimore City:

The Report of Sale of HENRY W. KLEMKOWSKI,

Trustee appointed by the decree in the above entitled cause, to make sale of

Andover Road, Chipley Heights, Anne Arundel County

in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust as prescribed by said decree, which was duly approved, ~~and having given notice of the time, place, manner and terms of sale by advertisements inserted in~~

~~daily newspaper published in Baltimore City for more than three successive weeks preceding the day of sale said Trustee did, pursuant to said decree on the day of 19 at o'clock M., attend on the premises and then and there sold~~

DID PURSUANT to said decree sell said property at and for the sum of $5800.00 to Charles A. Blank and Mabel T. Blank, his wife

Henry W. Klemkowski

State of Maryland, City of Baltimore, Sct:

I HEREBY CERTIFY, That on this 10th day of November 19 54 before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Henry W. Klemkowski

Trustee , and made Oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

As witness my hand and Notarial Seal,

(Seal) Joan M. Reed

Notary Public.

10

LIBER 89 PAGE 526

ORDER NISI ON REPORT OF SALES

EX PARTE IN THE MATTER OF

STEVE KRAINER, AN INCOMPETENT

vs.

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

ORDERED, by the Circuit Court of Baltimore City this 10th day of November, 19 54, that the private Sale of the property mentioned in these proceedings, made and reported by Henry W. Klemkowski Trustee, be **RATIFIED AND CONFIRMED,** unless cause to the contrary thereof be shown on or before the 13th day of December, 19 54. Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 6th day of December, 1954.

The Report states the amount of private sale to be $ 5800.00

True Copy.

Test ..... *Clerk.*

//

LIBER 89 PAGE 527

EX PARTE IN THE MATTER OF

STEVE KRAMER, AN INCOMPETENT

vs.

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

ORDERED BY THE COURT, This 14th day of December, 19 54, that the private sale made and reported by the Trustee, on the 10th day of November, 1954 aforesaid, be and the same is hereby finally **Ratified and Confirmed**, no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

E. Paul Mason

State of Maryland,
City of Baltimore, ss:

I, **HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above** is a true copy **of the original** Petition and Order of Court, Decree, Petition, Petition and Order of Court, Decree, Report of Sale, Order Nisi on Report of Sale and Final Order of Ratification

now on file in this office in the cause therein entitled as above, and that the Committee therein named has filed her duly approved bond

***In Testimony Whereof,* I hereto set my hand and affix the seal of the said CIRCUIT COURT, this** 21st **day of** December **A. D., 19** 54

Henry J. Ripperger
Clerk.

12

LIBER 89 PAGE 528

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Thomas M. Cochran and Gladys M. Cochran, his wife.	*	Equity No. 11,089

* * * * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger
Attorney named in Mortgage

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

Filed 12 Aug., 1954

No. 11,084

No Stamps Required

THIS MORTGAGE, Made this 13th day of June- - - - -, in the year one thousand nine hundred and fifty- - -, between Thomas M. Cochran and Gladys M. Cochran, his wife- - - - - - - - -, of the County of Anne Arundel- -, in the State of Maryland, Mortgagors, and the Arundel Federal Savings and Loan Association of Baltimore City, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Five Thousand Four Hundred ($5400.00)- 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-Two Dollars and Seventy Cents ($52.70)- - - - commencing on the tenth day of July- - -1950, and on the tenth- - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all those lots of ground situate and lying in the Third Election District of Anne Arundel County- - - - - - - - - - - - - - - - - - - -, and described as follows:

XXXXXXXX BEING known and designated as Lots Nos. Fifty-Two (52) and Fifty-Three (53), Section "N" of Riviera Beach with a total frontage of about Fifty (50) feet on Carvel Road as shown on a plat of Riviera Beach filed among the Plat Records of Anne Arundel County in Plat Book W.N.W. 2, folio 13, but now filed in Plat Cabinet 1, Rod E, Plat 13.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

2

Filed 12 Aug. 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 Walter L. Herrmann and Josie Herrmann, 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 restrictions of record.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, 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 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 percentum (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) 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

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

4

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; (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 thiry 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, consent that a decree may be passed 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), ~~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 Supplement thereto~~ - or this mortgage may be foreclosed by said mortgagee, its successors or assigns, or by Irving H. Mezger, their duly constituted Attorney or Agent, under Article LXVI, ~~Sections 6 to 10, inclusive, of the Maryland Code (1924~~, Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers therein granted, 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.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, 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

Thomas M. Cochran (SEAL)
Thomas M. Cochran

Gladys M. Cochran (SEAL)
Gladys M. Cochran

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 13th day of June- - - ,1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Thomas M. Cochran and Gladys M. Cochran, his wife

- -

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer- - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Janet C. Maisel
Janet C. Maisel Notary Public

My Commission Expires May 7th, 1951.

Recorded June 15th. 1950 at 2:00 P.M.

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW
BALTIMORE 2, MD.

6

LIBER 89 PAGE 534

PAID DEC 31 1950 (2)

MORTGAGE

From:

Thomas M. Cochran
and
Gladys M. Cochran,
his wife

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 15 Day of June 1950 at 2 o'clock M. and the same day recorded in Liber J.H.H., No. 5 13 Fol. 25, Land Records of Anne Arundel County.

[signature] Clerk

MEZGER AND MEZGER
ATTORNEYS AND COUNSELLORS AT LAW
[redacted]
BALTIMORE-2, MD.
PARK AVENUE BUILDING

FILED

INSPECTED J.L.C. R.L.R.

Milit[illegible] Affidavit under Soldiers' and Sai[illegible]s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

Irving H. Mezger, Attorney

named in Mortgage

vs.

Thomas M. Cochran and Gladys M.

Cochran, his wife.

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY No. 11,089
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 13th day of September 1954

Joan M. Krager
Joan M. Krager *Notary Public*

Filed 15 Sept., 1954

STATEMENT OF MORTGAGE CLAIM FILED 89 PAGE 536

Irving H. Mezger, Attorney

named in Mortgage

vs.

Thomas M. Cochran and Gladys M. Cochran, his wife.

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

EQUITY No. 11,089

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$5,400.00
Less Total amount paid on account of Principal	$812.64	
Plus Debit Expense Account	19.79	792.85
Net Balance		$4,607.15
Plus Accumulated interest to Sep. 31st, 1954 (with interest thereafter at rate of 6% per annum)		46.00
Total Balance Due - Account of Mortgage Indebtedness		$4,653.15

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 13th day of September 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

Filed 15 Sept. 1954

LIBER 89 PAGE 537

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 11,284 Eq.

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 Four Thousand Seven Hundred and 00/100 ($ 4,700.00) . . . . . *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* 13th *day of* September *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* Thomas M. Cochran and Gladys M. Cochran, his wife *to* Arundel Federal Savings and Loan Association *dated* June 13, 1950 *and recorded in Liber* JHH *No.* 575 *folio* 25 *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 Joseph F. Howell - Attorney-in-fact

ATTEST: L. Pill
L. Pill

Approved this 15 Sept., 1954
John H. Hopkins, 2nd, Clerk.

10

Filed 15 Sept., 1954.

STATE OF MARYLAND, Baltim 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 13th day of Sept. 19 54 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary.

LIBER 89 PAGE 539

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Thomas M. Cochran and Gladys M. Cochran, his wife.	*	Equity No. 11,089

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

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 Thomas M. Cochran and Gladys M. Cochran, 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, September 17th, 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 Four Thousand Seven Hundred Five ($4,705.00) 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 20th day of September, 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 21 Sept., 1954

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

11

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Thomas M. Cochran and Gladys M. Cochran, his wife.	*	Equity No. 11,089

* * * * * * * * * * *

CERTIFICATION

We hereby certify that on the 17th day of September, 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 of ground situate and lying in the Third Election District, Anne Arundel County, Maryland, and known as Lots Nos. Fifty-two (52) and Fifty-three (53), Section N on Carvel Road, Riviera Beach, as fully described in the mortgage from Thomas M. Cochran and Gladys M. Cochran, his wife, dated June 13th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 575, folio 25, in fee simple,

at and for the price of four thousand seven hundred & five 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
John M. Miller, Jr., Vice President

We hereby certify that we purchased the above described property at and for the price of $4705.00

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.

The Melton Realty Company
By: Meyer Mindel
Meyer Mindel Vice-President

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

12

Filed 21 Sept., 1954

LIBER 89 PAGE 541

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Thomas M. Cochran and
Gladys M. Cochran, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,089 Equity

Ordered, this 21 day of September, 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 1 day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1 day of November next.

The report states that the amount of sales to be $ 4,705.00.

John H. Hopkins, Jr., Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 21 Sept. 1954.

Irving H. Mezger,
Attorney named in Mortgage

versus

Thomas M. Cochran and
Gladys M. Cochran, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of November, 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 4 Nov., 1954

LIBER 89 PAGE 542

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1954

We hereby certify, that the annexed

Assrs. Fair - Sale - Eq. 11689

Thomas M. Cochran

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 November, 1954. The first insertion being made the 30th day of September, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 3 Nov., 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,689 Equity

IRVING H. MEZGER, Attorney named in Mortgage

Vs.

THOMAS M. COCHRAN and GLADYS M. COCHRAN, his wife.

Ordered, this 21st day of September, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 1st day of November next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 1st day of November next.

The report states that the amount of sales to be $4,705.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-21

No. M. G. 1943

1/

In the Case of

Irving H. Mezger,
Attorney named in Mortgage

vs.

Thomas M. Cochran
and
Gladys M. Cochran, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,089 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.

November 13, 1954

All of which is respectfully submitted.

Anna M. Nicholas
Auditor.

Filed 18 Nov., 1954.

15

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Thomas M. Cochran and Gladys M. Cochran, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	172	20	222	20
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:				
Capital-Gazette Press - advertising sale	33	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	80		
Maryland Casualty Co. - bond premium	18	80		
E. T. Newell & Co., Inc. - auctioneer's fee	50	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Joan M. Krager - notary fees	1	50	135	36
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,358	29	4,358	29
			4,758	10
Amount of mortgage claim filed	4,653	15		
Cr. Amount allowed above	4,358	29		
Balance subject to decree in personam	294	86		

with

Irvin; H. Mezger, Attorney named in Mortgage

Cr.

1954						
Sept.	17	Proceeds of Sale	4,705	00		
		Interest on deferred payment	35	06	4,740	06
		Refund 1954 State and County taxes ($62.64) 3 months 14 days	18	04	18	04
					4,758	10

17

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage
VERSUS
Thomas M. Cochran
and
Gladys M. Cochran, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,089 Equity.

ORDERED, This 18 day of November, 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 27 day of December next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27 day of December next.

Filed 18 Nov., 1954.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of December, 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
A-9.

Filed 28 Dec., 1954.

LIBER 89 PAGE 547

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 17, 1954

We hereby certify, that the annexed

Order Nisi - Eq. 11,089

Auditor Account

Thomas M. Cochran

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 December, 1954. The first insertion being made the 25th day of November, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 17 Dec., 1954.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,089 Equity

IRVING H. MEZGER, Attorney Named In Mortgage

Vs.

THOMAS M. COCHRAN And GLADYS M. COCHRAN, His Wife.

Ordered, this 18th day of November, 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 December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 27th day of December next.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-9

No. M. G. 3505

LIBER 89 PAGE 548

JOHN J. NEUBAUER, Substituted Trustee, 402 Keyser Building Baltimore 2, Maryland	:	IN THE
vs.	:	CIRCUIT COURT
JOHN J. SOUSA and RUTH I. SOUSA, his wife 631 Binsted Road, Glenburnie Anne Arundel County, Maryland	:	FOR ANNE ARUNDEL COUNTY No. 11,135 Equity

: : : : : : : : :

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled foreclosure proceedings and file as Petitioner's Exhibit #1 the original Deed of Trust dated March 28,1951 and recorded on April 2, 1951 among the Land Records of Anne Arundel County in Liber J.H.H. No. 615, folio 565, from John J. Sousa and wife to Emory Shannon Egge, Trustee. Metropolitan Life Insurance Company, holder of the Note secured by the aforesaid Deed of Trust having by written appointment heretofore filed among the Land Records in Anne Arundel County substituted John J. Neubauer as Trustee in the place and stead of Emory Shannon Egge.

John J. Neubauer, Substituted Trustee

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

Filed 5 Oct., 1954

LIBER 89 PAGE 549 2-MA 87-15

FHA Form No. 2127 m
(For use under Sections 203-603)
(Effective June 1947)

BOOK 615 PAGE 565

REVIEWED BY J. DIVISION
MORTGAGE INVESTMENTS

DEED OF TRUST

No. 11,135 Equity.

THIS DEED, made this 24th day of March, 1951, by and between JOHN J. SOUSA and RUTH I. SOUSA, his wife, - - - - - - party of the first part and EMORY SHANNON EGGE, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto ALLIED BUILDING CREDITS, INC., - - - - - - - - - - - , a corporation organized and existing under the laws of State of Delaware, in the principal sum of SEVEN THOUSAND TWO HUNDRED FIFTY - - - - - - - - - Dollars ($7250.00), with interest from date at the rate of four & one-quarter per centum (4¼ %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Forty-four and 95/100 - - - - Dollars ($44.95), commencing on the first day of May, 1951, 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 April, 1971, said sum of money first above mentioned having been used and applied as part of the purchase money for the purchase of the lot of ground hereinafter described.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to - - - - -them - in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel, and State of Maryland, known and distinguished as Lot No. 16, Block 2, Section 1, as shown on a "Plat of Harundale", the improvements thereon being known as No. 631 Binsted Road; said Plat is now composed of twelve sheets, respectively recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plat Nos. 1 to 12, inclusive.

The holder of the indebtedness secured by this Deed of Trust shall be entitled to remove, substitute, or add a Trustee or Trustees, at its option, with or without cause or notice, by instrument duly executed, acknowledged and recorded among the land records of the county aforesaid.

BEING the same lot of ground described in a Deed from Philip H. Bailey and wife to the within named parties of the first part, dated ~~of even date herewith~~ March 24, 1951, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

JOHN J. NEUBAUER and
FRANCIS X. McDONOUGH
Substituted Trustees,
vs.
JOHN J. SOUSA and
RUTH I. SOUSA, his wife

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

PETITIONER'S EXHIBIT #1

John J. Neubauer
Substituted Trustee

16—61232-2

Filed 5 Oct, 1954

2

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns , in fee simple, forever; together with the following items:

Venetian Blinds,
Thor Washer.

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at the rate set forth in the note secured hereby from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account therof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be it or his duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, 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 at that time 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 the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

1a. The makers of the Deed of Trust covenant and agree that so long as this 16—61232-2 Deed of Trust 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 beneficiary and/or the trustee may at its, his or their option declare the unpaid balance of the debt secured hereby immediately due and payable.

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

(*a*) If this Deed of Trust and the said note secured hereby 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 holder of the note in funds with which to discharge its obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions of the National Housing Act, as amended, and Regulations thereunder. The holder of the note shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the party of the first part all payments made under the provisions of this subsection which the holder of the note has not become obligated to pay to the Federal Housing Commissioner.

(*b*) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 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, before the same become delinquent.

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

(I) premium charges, under the contract of insurance with the Federal Housing Commissioner;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (*b*) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note 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 party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (*a*) of paragraph 2 hereof, which the holder of said note 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 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note 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 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. 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 holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

5. 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.

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note 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 holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to

the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note 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 Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 30 days from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 30 days' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

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 parties of the first part on the day and year first above written.

Witness:
Harry G. Bayley
HARRY G. BAYLEY

John J. Sousa [SEAL]
John J. Sousa

[SEAL]

Ruth I. Sousa [SEAL]
Ruth I. Sousa

[SEAL]

STATE OF MARYLAND, Baltimore City to wit:

I HEREBY CERTIFY, That on this 28 day of March, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of ~~Anne Arundel~~ Baltimore aforesaid, personally appeared JOHN J. SOUSA and RUTH I. SOUSA his wife, and they acknowledged the foregoing deed to be their respective act.

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

NOTARY PUBLIC BALTIMORE COUNTY

Harry G. Bayley
Notary Public.

Recorded- 2nd April, 1951, at 9 A.M. "O.P."
HARRY G. BAYLEY

106929
RSG:bbh

STATE OF MARYLAND
LOAN NO. 66537

Deed of Trust

John J. Sousa and
Ruth I. Sousa, his wife

TO

Emory Shannon Egge, Trustee

Trustee.

RECEIVED FOR RECORD on the 2nd *day of* April *A.D. 1951, at* 9 *o'clock* A *M., and recorded in Liber No.* 615 *at folio* 568 *one of the Land Records.*

Examined by [illegible]

Recorder.

1.50
1.50
Mtg. Tax

JOHN J. NEUBAUER [illegible]
Substituted Trustee
402 Keyser Building
Baltimore 2, Maryland
Plaintiff

VS.

JOHN J. SOUSA and
RUTH I. SOUSA, his wife
631 Binsted Road, Glenburnie
Anne Arundel County, Maryland
Defendant

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

Docket No. _____, Folio _____

Case No. 11,135 Equity

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY that on this 20th day of September, 1954 before me, the subscriber, a Notary Public in and for the State of Maryland, County of Baltimore, personally appeared JOHN J. NEUBAUER and made oath in due form of Law that he knows the Defendant(s) herein and that to the best of his information, knowledge and belief:

(1) Said Defendant(s) is not in the Military service of the United States.

(2) Said Defendant(s) is not in the Military service of any nation allied with the United States.

(3) Said Defendant(s) has not been ordered to report for induction under the Selective Training and Service Act.

(4) Said Defendant(s) is not a member of the Enlisted Reserve Corps who has been ordered to report for Military Service.

John J. Neubauer - Affiant

Kenneth J. Gaeng
Notary Public
KENNETH J. GAENG

KENNETH J. GAENG NOTARY PUBLIC BALTIMORE, MD.

Filed 5 Oct., 1954

6

500—1-54.

LIBER 89 PAGE 554

JOHN J. NEUBAUER, Substituted Trustee
402 Keyser Building
Baltimore 2, Maryland

VS.

JOHN J. SOUSA and
RUTH I. SOUSA, his wife
631 Binsted Road - Harundale
Anne Arundel County, Maryland

IN THE

Circuit Court for ~~Baltimore County~~
ANNE ARUNDEL COUNTY

IN EQUITY.
No. 11,135

STATEMENT OF [redacted] DEBT

Statement of the Mortgage Claim of Metropolitan Life Insurance Company, holder of Note secured under Deed of Trust from John J. Sousa and Ruth I. Sousa, his wife,

to Emory Shannon Egge, Trustee (John J. Neubauer, Substituted Trustee),

dated the 28th day of March 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 615 Folio 565.

Principal amount of mortgage	$ 7250.00
Less payments on account of principal	$ 760.52
Unpaid balance of principal	$ 6489.48
Interest to November 3, 1954	$ 139.31
Unpaid balance of principal and interest	$ 6628.79
Less credit or balance in expense account, (if any)	$ 28.50
Balance of mortgage debt to November 3, 1954	$ 6600.29

METROPOLITAN LIFE INSURANCE COMPANY
BY: [signature]
Vice President

STATE OF NEW YORK, COUNTY OF NEW YORK THIRD, Sct.

I HEREBY CERTIFY that on this 11th day of October in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of New York, in and for said County of [redacted], personally appeared LOUIS G. BUISSON, Vice-President of Metropolitan Life Insurance Company,

[redacted] and made oath that the foregoing is a just and true statement of the amount of debt under the Note secured by the Deed of Trust filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

[signature]
Notary Public

DANIEL J. LANE
NOTARY PUBLIC, State of New York
No. 41-7417500
Qualified in Queens County
Certificate filed with New York County
Commission Expires March 30, 1956

Filed 16 Oct., 1954.

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 89 PAGE 555

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

John J. Neubauer, Substituted Trustee

versus

John J. Sousa and Ruth I. Sousa, his wife

No. 11,135 Equity

BOND OF TRUSTEE TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, John J. Neubauer, Keyser Building, Baltimore, Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand and 00/100---------- Dollars ($ 7,000.00) 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 15th day of October in the year of our Lord one thousand, nine hundred and fifty-four

WHEREAS THE ABOVE BOUNDEN John J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell real estate mentioned in the proceedings in the case of

Emory Shannon Egge, Trustee
(John J. Neubauer, Substituted Trustee)

versus

John J. Sousa and Ruth I. Sousa, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Marie C. Sigwart — John J. Neubauer (SEAL)

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

J. L. Bitz
J. L. Bitz
Witness as to Surety

By Howard J. McNamara
Howard J. McNamara
Attorney in fact.

Approved this 19 Oct., 1954
John H. Hopkins, Jr., Judge

Filed 19 Oct., 1954

8

J. Neubauer, Solicitor
Keyser Building
Baltimore 2, Maryland

TRUSTEE'S SALE
— OF —
VALUABLE FEE SIMPLE
DWELLING PROPERTY
No. 631 Binsted Road, Harundale
Glen Burnie, Anne Arundel County, Md.

Under and by virtue of the power and authority contained in a Deed of Trust from John J. Sousa and Ruth L. Sousa, his wife, to Emory Shannon Eggc, Trustee, dated March 28, 1951, and recorded among the Land Records of Anne Arundel County on April 2, 1951, in Liber J.H.H. No. 615, folio 505, the undersigned Substituted Trustee, under and by virtue of the power vested in him by a written appointment made by Metropolitan Life Insurance Company, dated September 28, 1954, and recorded prior hereto among the Land Records of Anne Arundel County (default having occurred under the aforementioned Deed of Trust Land Note secured thereby), will sell at public auction

ON WEDNESDAY, NOVEMBER 3, 1954 AT FOUR O'CLOCK P. M. ON THE PREMISES

All that piece or parcel of ground situate, lying and being in Anne Arundel County and described as follows:

BEING known and distinguished as Lot No. Sixteen (16) Block Two (2), Section One (1), as shown on a Plat of "Harundale," the improvements thereon being known as No. 631 Binstead Road in Harundale, Anne Arundel County, Maryland; said Plat being composed of twelve sheets, respectively recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-2, Plat Nos. 1 to 12, inclusive.

BEING the same lot or parcel of ground which, by Deed dated March 24, 1951, and recorded among the Land Records of Anne Arundel County prior hereto, was conveyed by Philip H. Bailey and wife to John J. Sousa and Ruth L. Sousa, his wife.

This property is improved by a one story stucco on steel frame bungalow, containing five rooms and bath with radiant oil fired heat and asphalt shingle roof.

The property is subject to the legal operation and effect of the following:

(1) Covenants, conditions, restrictions, reservations, easements, etc. set forth in two Deeds and Agreements between Byrne Communities, Inc. et al. and John E. Byrne, Jr., the first thereof dated May 22, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 414, folio 147, etc., and the second thereof dated May 23, 1947, and recorded as aforesaid in Liber J.H.H. No. 414, folio 157, etc., as referred to or shown to 157, etc., as referred to or show on the recorded Plats of Harundale.

(2) Agreement between Byrne Communities, Inc., and the Consolidated Gas Electric Light and Power Company, dated January 27, 1947, and recorded as aforesaid in Liber J.H.H. No. 399, folio 148, etc., as to pole line.

Taxes and other municipal liens and charges to be adjusted to the date of sale.

TERMS OF SALE—A deposit of Seven Hundred and Fifty Dollars ($750.00) cash, will be required at the time of sale and the balance of the purchase money to be paid in cash upon ratification of sale; said unpaid balance of purchase money to bear interest from the date of sale to the date of settlement.

Rent to be adjusted to the date of settlement.

E. T. Newell & Company, Inc., 1419 Maryland Avenue, Baltimore, Md., are the auctioneers.

JOHN J. NEUBAUER,
Substituted Trustee

Filed 9 Nov., 1954

LIBER 89 PAGE 556

9

B

CONTRACT OF SALE

Baltimore, November 3, 1954

I/We _____ have this day purchased at Public Auction for the price of $ 750 _____ the property No. 631 Binsted Road, Harundale Glen Burnie, Anne Arundel Co., Md.

From John J. Neubauer, Substituted Trustee

of which a deposit of $500 — _____ Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Circuit Court of Anne Arundel Co. All rents, taxes and expenses to be adjusted to date of sale.

The Maryland Gazette Advertisement of October 7, 1954 is hereby incorporated herein.

Signed: _____ (Seal)
Purchaser

_____ (Seal)
Purchaser

WITNESS:
as to signatures and receipt of deposit.

_____ (Seal)
_____ (Seal)

E. T. Newell & Co., Inc.
Auctioneers

Trustee

Filed 29th Nov., 1954

JOHN J. NEUBAUER, Substituted Trustee 402 Keyser Building Baltimore 2, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
JOHN J. SOUSA and RUTH I. SOUSA, his wife 631 Binsted Road - Harundale Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 11135

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John J. Neubauer, Substituted Trustee under appointment by Metropolitan Life Insurance Company which is duly recorded among the Land Records of Anne Arundel County, respectfully shows:

That the said John J. Neubauer, Substituted Trustee, pursuant to the power and authority vested in him under a Deed of Trust from John J. Sousa and Ruth I. Sousa, his wife, to Emory Shannon Egge, dated March 28, 1951 and recorded among the Land Records of Anne Arundel County on April 2, 1951 in Liber J.H.H. No. 615, folio 565, and after having given Bond with surety, duly approved as required by law, and having advertised the property described in said Deed of Trust in the Maryland Gazette, Anne Arundel County, Maryland, for more than three weeks, and having also advertised the property for sale on two Sundays immediately preceding said sale and having given notice in each of said publications of intention to sell the property described in said Deed of Trust and naming in each of said advertisements Wednesday, November 3, 1954, at 4:00 o'clock P.M. as the time of sale on the premises described in said Deed of Trust, the said Substituted Trustee did attend in person on the premises at No. 631 Binsted Road in Harundale, Anne Arundel County, Maryland, on Wednesday, November 3, 1954, at 4:00 o'clock P.M., pursuant to the time and place named in said advertisements, and said Trustee did then and after offer said property at public sale and sold the same to Frederick W. Kuethe and Helen M. Kuethe, his wife, whose post office address is 12 First Avenue, S.W.,

11

Filed 9 Nov., 1954.

Glen Burnie, Maryland, at and for the sum of Eighty-five Hundred and Fifty Dollars ($8550.00); they being the highest bidders therefor, and the said Trustee further reports that he has received the deposit of Seven Hundred and Fifty Dollars ($750.00), as required by the terms of said sale and has also received an agreement of the purchasers to comply with the other terms of said sale, the same being as follows: "TERMS OF SALE" - A deposit of Seven Hundred and Fifty Dollars ($750.00) paid at the time of sale and the balance of Seventy-eight Hundred Dollars ($7800.00) to be paid upon ratification of sale by this Honorable Court and the balance of the purchase money to bear interest from date of sale with adjustment of taxes and other municipal liens to the date of sale and house rent to be adjusted to the date of settlement. Your Trustee files herewith the Auctioneer's Certificate and copy of the advertisement of said sale.

All of which is respectfully submitted, etc.

John J. Neubauer - Substituted Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 8th day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN J. NEUBAUER, Substituted Trustee, and made oath in due form of law that the matters and things set forth in the aforegoing Report are true as stated and that said sale was fairly made.

AS WITNESS my hand and notarial seal the day and year last above written.

KENNETH J. GAENG NOTARY PUBLIC BALTIMORE, MD.

Kenneth J. Gaeng
Notary Public

KENNETH J. GAENG

12

LIBER 89 PAGE 559

ORDER NISI

John J. Neubauer,
Substituted Trustee

versus

John J. Sousa and
Ruth I. Sousa, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,135 Equity

Ordered, this 9 day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John J. Neubauer, Substituted Trustee, ~~s~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of December next.

The report states that the amount of sales to be $8,550.00.

John J. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 1 Nov., 1954.

(Final Order)

John J. Neubauer,
Substituted Trustee

versus

John J. Sousa and
Ruth I. Sousa, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of December, 1954, that the sale made and reported by the ~~Trustee~~ Substituted Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Substituted Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

13

Filed 14 dec., 1954.

Judicial 10—MARYLAND—TRUSTEE TO SELL

LIBER 89 PAGE 560

ADDITIONAL BOND

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 11,135 Equity

Emory Shannon Egge, Trustee (John J. Neubauer, Substituted Trustee)

versus

John J. Sousa and Ruth I. Sousa, his wife

BOND OF TRUSTEE TO SELL Real Estate

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN J. NEUBAUER, Keyser Building, City of Baltimore, State of Maryland

as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One Thousand Six Hundred and 00/100---------- Dollars ($ 1,600.00) 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 November in the year of our Lord one thousand, nine hundred and fifty-four

WHEREAS THE ABOVE BOUNDEN John J. Neubauer

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed trustee to sell real estate mentioned in the proceedings in the case of

Emory Shannon Egge, Trustee (John J. Neubauer, Substituted Trustee)

versus

John J. Sousa and Ruth I. Sousa, his wife

now pending in said Court.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, if the above bounden John J. Neubauer

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

Marie C. Sigwart (SEAL)
Marie C. Sigwart

John J. Neubauer (SEAL)
John J. Neubauer

(SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Edward McNamara
Howard J. McNamara
Attorney in fact.

J. L. Bitz
J. L. Bitz
Witness as to Surety

Approved this 18 Nov, 1954
John H. Hopkins, 3rd,

14

Filed 18 Nov, 1954.

LIBER 89 PAGE 561

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11135

John J. Sousa

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of December, 1954. The first insertion being made the 11th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Lieut 4 Dec, 1954

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,135 Equity

JOHN J. NEUBAUER, Substituted Trustee

Vs.

JOHN J. SOUSA, RUTH I. SOUSA, His Wife

Ordered, this 9th day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John J. Neubauer, Substituted Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13th day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of December next.

The report states that the amount of sales to be $8,550.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-2

No. M. G. 3474

15

LIBER 89 PAGE 562

In the Case of

John J. Neubauer,
Substituted Trustee
vs.
John J. Sousa
and
Ruth I. Sousa, his wife

In the

Circuit Court

For

Anne Arundel County

#11,135 Equity

To the Honorable, the Judges of said Court:

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

December 27, 1954

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

Filed 30 Dec., 1954.

16

Dr. John J. Neubauer, Substituted Trustee, vs. John J. Sousa and Ruth I. Sousa, his wife in ac.

To Trustee for Commissions on Sale (1% as provided in Deed of Trust), viz:	86	05		
To Trustee for Commissions on Rent collected, viz:	17	00	103	05
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	19	75		
Auditor - stating this account and furnishing two copies thereof	18	00	47	75
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	60	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	22	90		
U. S. Fidelity & Guaranty Co. - bond premiums	34	40		
E. T. Newell & Co. - auctioneer's fee	158	25		
Francis X. McDonough - fee for legal services rendered (Order of 12/17/54)	100	00		
Home Development & Supply Co. - repairs to heating system	3	50		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Kenneth J. Gaeng - notary fees	1	00	403	95
To Metropolitan Life Insurance Co., holder of the note secured by the deed of trust filed in these proceedings - in full for mortgage claim	6,600	29	6,600	29
To John J. Sousa and Ruth I. Sousa, his wife, mortgagors - this balance	1,638	60	1,638	60
			8,793	64

with John J. Neubauer, Substituted Trustee

Cr.

1954						
Nov.	3	Proceeds of Sale	8,550	00		
		Interest on deferred payment to 12/15/54	54	60	8,604	60
		Refund 1954 taxes ($102.55- adj.)	16	21		
		Refund 1954 water and sewer benefit charges ($24.38-adj)	2	83	19	04
		Rent collected by Trustee for months beginning October 15 and November 15, 1954, @ $85.00 per month	170	00	170	00
					8,793	64

18

LIBER 89 PAGE 565

ORDER NISI

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

John J. Neubauer, Substituted Trustee

VERSUS

John J. Sousa

and

Ruth I. Sousa, his wife

No. 11,135 Equity.

ORDERED, This 30 day of December, 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 7 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of February next.

Filed 30 Dec, 1954. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2/st day of March, 19 55, 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~~ Substituted Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 2 Mar 1955

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 4, 1955

We hereby certify, that the annexed Order Nisi Eq. 11,135. John J. Sousa 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 7th day of February, 1955. The first insertion being made the 6th day of January, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 19 Mar. 1955

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,135 Equity

JOHN J. NEUBAUER, Substituted Trustee

Vs.

JOHN J. SOUSA and RUTH I. SOUSA, his wife.

Ordered, this 30th day of December, 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 February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

J-20

No. M.G. 4125

LIBER 89 PAGE 567

JAMES K. CULLEN, Attorney named in mortgage	*	IN THE
	*	CIRCUIT COURT FOR
VS.	*	ANNE ARUNDEL COUNTY
RAYMOND B. LYMAN, unmarried WALTER B. LYMAN and GRACE LYMAN, his wife	*	IN EQUITY No. 10,416

* * * * * * *

Mr. Clerk:

Please docket the above entitled case and file Plaintiff's Exhibit No. 1, said Exhibit being a mortgage from the Defendants to First Federal Savings and Loan Association of Brooklyn, dated December 13, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 374 folio 390.

Filed 19 Feb, 1948.

James K. Cullen, Attorney named in mortgage

Arthur A Anderson Jr, Atty
2 E Lexington St
Baltimore 2, Md

1

LIBER 89 PAGE 568

INSPECTED E. BOLSTLER C. P.A.

CITY OR COUNTY—FEE OR LEASEHOLD

No. 10,416 Equity.

This Mortgage,

made this 13th day of December, in the year one thousand nine hundred and forty-six, between RAYMOND B. LYMAN, unmarried, WALTER B. LYMAN and GRACE LYMAN, his wife, of Anne Arundel County, in the State of Maryland, Mortgagor(s), and FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN a body corporate, duly incorporated, Mortgagee.

Whereas the said Mortgagee has this day loaned to the Mortgagors the sum of Sixty-five hundred - - - - - - - - - - - - - - - - (6500) - dollars, being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 6% per annum, in the manner following:

By the payment of Fifty-four and 75/100 - - - - - - - - - - - - - - - - dollars 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.

plus 1/12 of the annual taxes water rent insurance premiums & other public charges & assessments

The said installment payments may be applied by the mortgagee in the following manner:

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

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

Filed 19 Feb, 1946

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said Mortgagors do(th) grant, convey and assign unto said Mortgagee, its successors and assigns, all those lots, piece, or parcel of ground situate and lying in ~~Baltimore~~ Anne Arundel County/State of Maryland, and described as follows:

BEGINNING for the first at a stone, the beginning of the firstly described lot of land in a deed from Ellen R. Dorsey, et al, to Robert M. Todd, et al, dated May 25, 1890 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 37, folio 230 and running thence with and binding on the last line of said description reversely North 28 3/4 degrees East 458 feet to the beginning of said last line, thence North 61½ degrees West 915 feet to the center of Forest Avenue passing through the center of a stone planted on the southernmost line of Forest Avenue, thence with and binding on the center of Forest Avenue South 36½ degrees West 650 feet, thence South 61½ degrees East 1010 feet to the outline of the whole tract of which the lot now being described is a part, thence with and binding on said outline North 28 3/4 degrees East 192 feet to the beginning. Containing 14.29 acres of land more or less. Being and comprising the lots known and designated as Nos. 36 and 38 on plat of "Lennox Park" recorded among said Land Records of Anne Arundel County in Liber G.W. No. 51, folio 408 now filed among the Plat Records

Plaintiff's Exhibit No. 1.

2

of Anne Arundel County in Plat Cabinet No. 1, Rod O, Plat No. 8.

And the second of said parcels adjoining the first, and being described:

All that tract or parcel of land in fee simple situate in Lennox Park in Anne Arundel County, Maryland, being about 525 feet on the center of Forest Avenue and beginning about 625 feet eastwardly from the center of Maple Avenue as laid out on the Plat of said Lennox Park, recorded as aforesaid in Liber G.W. No. 51, folio 408 and extending southeastwardly of equal width to the boundary line of the whole property of which the lot now being described is a part and containing 10 acres of land, more or less, and known and distinguished as Lot No. 34 on said plat.

BEING the same lots of ground described in a deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Frank W. Burgess, Jr. and wife to the within named Mortgagors.

IT IS AGREED, this Mortgage shall also secure future advances as provided by Chpater 923 of the Laws of Maryland of 1945 or any amendment thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, [illegible]

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(s) with the said Mortgagee , as follows:

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

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

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

IV. To pay all 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.

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by James K. Cullen, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1924) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than fifty dollars;

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Nancy B. Edwards
Nancy B. Edwards

Raymond B. Lyman (SEAL)
Raymond B. Lyman

Walter B. Lyman (SEAL)
Walter B. Lyman

Grace Lyman (SEAL)
Grace Lyman

(SEAL)

LIBER 89 PAGE 571

State of Maryland, City of Baltimore, to wit:

I HEREBY CERTIFY, that on this 13th day of December

in the year one thousand nine hundred and forty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared RAYMOND B. LYMAN, unmarried, WALTER B. LYMAN and GRACE LYMAN, his wife, the mortgagor(s)

named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act. At the same time also appeared THOMAS W. DAVIS,

president of FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN, a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Nancy B. Edwards
Nancy B. Edwards, Notary Public.

My commission expires on

May 5, 1947.

MORTGAGE

FROM RAYMOND B. LYMAN, et al

TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BROOKLYN

Block No.

Received for record 20 Dec 19 46 at 1 o'clock P M.

Same day recorded in Liber 4 AA No. 374 folio 390 &c. one of the Land Records of Baltimore and examined per Clerk.

Cost of Record $

ROWE & CULLEN
Attorneys-at-Law
1303 Lexington Building
Baltimore, Md.

Property:

Description approved

Execution approved

LIBER 89 PAGE 572

JAMES K. CULLEN, Attorney Named in Mortgage

VS.

RAYMOND B. LYMAN; WALTER G. LYMAN, and GRACE LYMAN, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

Dkt 14 fo 305 #10416

* * * * * * * * * * *

STATEMENT OF MORTGAGE

Filed 4 Apr. 1952.

Amount of principal mortgage debt from Raymond B. Lyman, Walter G. Lyman, and Grace Lyman, his wife to First Federal Savings and Loan Association of Brooklyn, dated December 13, 1946	$ 6500.00
Less amount paid on principal	418.61
Balance due on principal	$ 6081.39
Interest due and unpaid from August 1, 1948 to April 1, 1952	$ 1337.91
Overdrawn expense account for fire insurance and taxes	379.92
Balance due on mortgage as of April 1, 1952	$ 7799.22

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 4th day of April, 1952, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared JAMES K. CULLEN, 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 cuase now remaining due and unpaid.

Jane Almy Cullen

Jane Almy Cullen, Notary Public

JANE ALMY CULLEN NOTARY PUBLIC BALTIMORE

6

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

BOND NO. 5259942

Dkt 14 f 365
10416

KNOW ALL MEN BY THESE PRESENTS:

That we, James K. Cullen
2 E. Lexington Street
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 EIGHT THOUSAND AND 00/100- -($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.

Scaled with our seals and dated this 3rd day of April in the year of our Lord nineteen hundred and fifty-two

Whereas, the above bounden James K. Cullen

by virtue of the power contained in a mortgage from Raymond Lyman, et al

to First Federal Savings and Loan Association of Brooklyn

bearing date the 13 th day ~~day~~ of December , 1946 and recorded among the mortgage records of Anne Arundel County

in Liber JHH No. Folio and James K. Cullen

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 James K. Cullen

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 James K. Cullen

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:

Arthur A. Andrews Jr. — James K. Cullen (SEAL)
James K. Cullen

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

K. Woodburn
K. Woodburn *As to Surety*

By H. L. Jenness
H. L. Jenness, *Attorney-in-Fact*

Approved this 4 April 1952
John H. Hopkins, 3rd, Clerk

Filed 4 Apr. 1952

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

State of Maryland, Baltimore City, sct: LIBER 89 PAGE 574

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 **H. L. Jenness** 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.

FIDELITY AND DEPOSIT COMPANY INCORPORATED 1890 OF MARYLAND.

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: **J. G. YOST**
Assistant Secretary

By: **E. R. NUTTLE**
Vice-President

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

April 3, , 1952

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Emil F. Krueger, *Assistant Secretary*

JAMES K. CULLEN, Attorney Named in Mortgage

Vs.

RAYMOND B. LYMAN: WALTER G. LYMAN, and GRACE LYMAN, his wife

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY

No. 10,416.

****

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of James K. Cullen, Attorney named in the Mortgage, filed in these proceedings, respectfully shows:

That after filing with the Clerk of this Honorable Court the bond required of him under the law, which bond was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said James K. Cullen, Attorney, did, pursuant to said notice, on Friday, April 4, 1952, at 11 o'clock a. m., attend on the premises and then and there sold by Public Auction the fee simple property mentioned and described in the mortgage filed in these proceedings, unto First Federal Savings and Loan Association of Brooklyn, a body corporate, at and for the sum of Eight Thousand (8,000) Dollars, the said purchaser at the price mentioned, being the highest bidder therefor.

Filed 8 Apr., 1952.

Respectfully submitted,

James K. Cullen

James K. Cullen, Attorney in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 4th day of April, 1952, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared JAMES K. CULLEN, Attorney, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as stated, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Jane Almy Cullen

Jane Almy Cullen, Notary Public

9

LIBER 89 PAGE 575

ORDER NISI

JAMES K. CULLEN, Attorney Named in Mortgage

versus

RAYMOND B. LYMAN,
WALTER G. LYMAN, and
GRACE LYMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,416 Equity

Filed 8 Apr., 1952.

Ordered, this 8 day of April, 19 52, That the sale of the Property in these Proceedings mentioned,

made and reported by James K. Cullen, Attorney named in Mortgage,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12 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 12 day of May next.

The report states that the amount of sales to be $ 8,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

JAMES K. CULLEN, Attorney Named in Mortgage

versus

RAYMOND B. LYMAN,
WALTER G. LYMAN, and
GRACE LYMAN, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 20 May, 1952.

ORDERED BY THE COURT, This 20th day of May, 1952, 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~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

19.

LIBER 89 PAGE 577

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 19, 1952

We hereby certify, that the annexed Order Nisi Sale - Equity 10,416 Raymond B. Lyman

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 May, 1952. The first insertion being made the 10th day of April, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Nettie L. Carlson

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,416 Equity

JAMES K. CULLEN, Attorney Named In Mortgage

Vs.

RAYMOND B. LYMAN, WALTER G. LYMAN, and GRACE LYMAN, his wife.

Ordered, this 8th day of April, 1952, that the sale of the Property in these Proceedings mentioned, made and reported by James K. Cullen, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 12th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of May next.

The report states that the amount of sales to be $8,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-1

Filed April 10, 1952

No. MG. 6794

//

LIBER 89 PAGE 578

In the Case of

James K. Cullen,
Attorney named in Mortgage

VS.

Raymond B. Lyman,
Unmarried, et al

In the

Circuit Court

For

Anne Arundel County

No. 10,416 Equity

To the Honorable, the Judges of said Court:

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

Filed 17 Feb., 1953.

February 17, 1953

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

12

Dr. James K. Cullen, Attorney named in Mortgage, vs. Raymond B. Lyman, unmarried, et al in ac.

To Attorney for Commissions, viz:	270 00	
To Attorney for Fee, viz:	50 00	320 00
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	19 50	
Auditor - stating this account	9 00	38 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	22 50	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Fidelity & Deposit Co. of Md. -bond premium	32 00	
E. T. Newell & Co. - auctioneer's fee	25 00	
One-half Federal documentary stamps	4 40	
One-half State documentary stamps	4 40	
Jane A. Cullen - notary fees	1 00	103 30
To Attorney for Taxes, viz:		
1952 State and County taxes ($83.33-adj.)	21 73	21 73
To First Federal Savings & Loan Ass'n of Brooklyn, mortgagee - this balance on account mortgage claim	7,516 47	7,516 47
		8,000 00
Amount of mortgage claim filed	7,799 22	
Cr. Amount allowed as above	7,516 47	
BALANCE SUBJECT TO DECREE IN PERSONAM	282 75	

13

with James K. Cullen, Attorney named in Mortgage. Cr.

1952				
Apr.	4	Proceeds of Sale	8,000 00	8,000 00
				8,000 00

Filed 27 Feb. 1953.

Filed 19 Jan. 1955

ORDER NISI LIBER 80 PAGE 584

James K. Cullen,

Attorney named in Mortgage

VERSUS

Raymond B. Lyman,

Unmarried,

et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 10,416 Equity.

ORDERED, This 27 day of February, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause.

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6 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 6 day of April next.

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of January, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin H. Nicholson

Judge.

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. April 1st, 1953

We hereby certify, that the annexed

Order Nisi Aud. Acct.

Equity 10,416

Raymond B. Lyman

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 April, 1953 The first insertion being made the 5th day of March, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By Kay Green

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,416 Equity

JAMES K. CULLEN, Attorney named in Mortgage

Vs.

RAYMOND B. LYMAN, Unmarried, et al.

Ordered, this 27th day of February, 1953, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 6th 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 6th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-10

MD 4138

16

Filed 22 Dec., 1954

LIBER 89 PAGE 582

JOHN J. NEUBAUER, Attorney named in Mortgage 402 Keyser Building Baltimore 2, Maryland	:	
vs.	:	IN THE CIRCUIT COURT
WILLIAM R. McMAHON and THELMA M. McMAHON, his wife, 742 Riverside Road Anne Arundel County, Maryland	:	FOR ANNE ARUNDEL COUNTY No 11,120 Equity

ORDER TO DOCKET SUIT

Mr. Clerk:

Please docket the above entitled foreclosure proceedings and file as Petitioner's Exhibit #1 the original Mortgage dated January 6, 1953 and recorded among the Land Records of Anne Arundel County on January 15, 1953 in Liber J.H.H. No. 733, folio 504, made by William R. McMahon and Thelma M. McMahon, his wife, to Provident Savings Bank of Baltimore, covering property No. 742 Riverside Road, Anne Arundel County, Maryland.

John J. Neubauer, Attorney

JOHN J. NEUBAUER
ATTORNEY AT LAW
BALTIMORE, MD.

Filed 24 Sept., 1954

1

LIBER 733 PAGE 504

LIBER 89 PAGE 583

VA Form 4-6318 (Home Loan). April 1951. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

No. 11,120 of Equity

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this - 6th - day of January , A. D. 19 53 , by and between WILLIAM R. McMAHON and THELMA M. McMAHON, his wife,

of Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and PROVIDENT SAVINGS BANK OF BALTIMORE ,

a corporation organized and existing under the laws of the State of Maryland, 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 eighty-one hundred fifty and 00/100 - - - - - - - - - - - - - -Dollars ($ 8150.00), 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 Provident Savings Bank of Baltimore , in Baltimore, 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-three and 03/100 - - - - - - - - - - - - - - - - -Dollars ($ 43.03), commencing on the first day of February , 19 53 , 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 January , 19 78 . 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 Fifth District, Anne Arundel County , in the State of Maryland, to wit:

BEGINNING for the same on the northwest side of Riverside Road, 50 feet wide, at the distance of 432.21 feet northeasterly from a point where said side of Riverside Road intersects the last line of a parcel of land described in a deed from C. Braddock Jones and wife to The Board of Education of Anne Arundel County, dated February 27th, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.#559 folio 155, etc., and at a point in line with the center of a partition wall between the house on the lot being described and that adjoining on the south; thence binding on the northwest side of Riverside Road by a line curving towards the north with a radius of 162.76 feet for a distance of 43.89 feet; thence north 88 degrees 20 minutes west 126.96 feet to the southeast side of an alley 16 feet wide; thence south 22 degrees 02 minutes west binding on said alley, with the use thereof in common, 14.79 feet to a point in line with the center of the partition wall above mentioned; and thence south 75 degrees 29 minutes east to and through the center of said wall to the end thereof and continuing the same course in all 134.50 feet to the place of beginning. Being and comprising house and lot known as No. 742 Riverside Road.

Being the same lot or parcel of ground described in a deed of assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto from The Belle Grove Corporation to the Mortgagors herein.

JOHN J. NEUBAUER, Attorney named in Mortgage 402 Keyser Building Baltimore 2, Md.	:	
vs.	:	IN THE CIRCUIT COURT FOR
WILLIAM R. McMAHON and THELMA M. McMAHON, his wife 742 Riverside Road Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY

PETITIONER'S EXHIBIT #1

* Delete italicized words if Mortgagee is not a building and loan association.

16—49890-4

Filed 24 Sept., 1954.

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:

24" Gas Range.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, subject to the payment of an annual ground rent of $90.- payable in equal semi-annual installments on the 13th days of May and November in each and every year.

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.

15—19890-3

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 (30) -days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or John J. Neubauer , 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

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 $81.50, ~~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: John G. Rose

William R. McMahon [SEAL]
William R. McMahon

Thelma M. McMahon [SEAL]
Thelma M. McMahon

[SEAL]

[SEAL]

STATE OF MARYLAND, City of Baltimore, to wit:

I HEREBY CERTIFY, That on this - 6th - day of January, , 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore, ~~aforesaid~~, personally appeared William R. McMahon and Thelma M. McMahon, his wife, the above named Mortgagors, and each acknowledged the foregoing mortgage to be his and her respective - - - - - - - - - act.

At the same time also personally appeared John J. Neubauer, 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.

John G. Rose
Notary Public.

Recorded: January 15, 1953 at 9.30 A.M. "O.P."

LIBER 733 PAGE 507

STATE OF MARYLAND

Mortgage

FROM

William R. McMahon and wife,

TO

Provident Savings Bank of Baltimore.

Received for Record January 15, 1953 at 9-30 o'clock A.M. Same day recorded in Liber No. 733 Folio 504 &c., one of the Land Records of Baltimore, and examined per John J. Neubauer, Clerk.

Cost of Record, $9.75

U. S. GOVERNMENT PRINTING OFFICE 16-49890-4

John J. Neubauer
402 Keyser Bldg
Balto. 2, Md.

LIBER 89 PAGE 587

JOHN J. NEUBAUER, Attorney named in Mortgage 402 Keyser Building Baltimore 2, Maryland Plaintiff	IN THE CIRCUIT COURT FOR ~~[illegible]~~ ANNE ARUNDEL COUNTY
VS	Docket No. _____ Folio _____
WILLIAM R. McMAHON and THELMA M. McMAHON, his wife 742 Riverside Road Anne Arundel County, Maryland Defendants	Case No. [illegible]

MILITARY SERVICE AFFIDAVIT

State of Maryland, County of Baltimore, To Wit:

I HEREBY CERTIFY that on this 23rd day of September, 1954, before me, the subscriber, a Notary Public, in and for the State of Maryland, County of Baltimore, personally appeared John J. Neubauer and made oath in due form of Law that he knows the defendant herein and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States;

(2) said defendant is not in the military service of any nation allied with the United States;

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act;

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

EDGAR A. MUELLER NOTARY PUBLIC BALTIMORE, MD.

John J. Neubauer
Affiant - John J. Neubauer

Edgar A. Mueller
Notary Public

Filed 24 Sept., 1954

6

LIBER 89 PAGE 548

JOHN J. NEUBAUER, Attorney named in Mortgage :
402 Keyser Building
Baltimore 2, Maryland :

vs. :

WILLIAM R. McMAHON and :
THELMA M. McMAHON, his wife
742 Riverside Road :
Anne Arundel County, Maryland
:

Docket _____ Folio _____

Case No. 11,125 County

Filed _____

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Provident Savings Bank of Baltimore under the Mortgage from William R. McMahon and Thelma M. McMahon, his wife, to Provident Savings Bank of Baltimore, dated the 6th day of January, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 733, folio 504.

Original amount of mortgage	$8150.00
Less payments made on account	402.68
Balance of principal	$7747.32
Less credit in expense account	~~$5.00~~
Net balance due on account of principal	$7747.32
Interest to 11/19/54	197.01
Balance due on principal and interest	$7944.33

Daily interest is $ .86

PROVIDENT SAVINGS BANK OF BALTIMORE

BY: Gerard W. Kirby
Gerard W. Kirby, Vice-President

STATE OF MARYLAND, CITY OF BALTIMORE, sct:

I HEREBY CERTIFY, that on this 17th day of November, in the year nineteen hundred and fifty-four, before me, a Notary Public of the State of Maryland, in and for Baltimore County , personally appeared GERARD W. KIRBY, Vice-President of PROVIDENT SAVINGS BANK OF BALTIMORE, 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.

AS WITNESS my hand and notarial seal, the day and year last above written.

Norman G. Williams
NORMAN G. WILLIAMS Notary Public

Filed 18 Nov., 1954

Judicial 13—Maryland—Mortgagee's or Attorney's Bond

LIBER 89 PAGE 589

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY

STATE OF MARYLAND

No. 11,125 Equity

BOND OF Attorney

TO SELL

KNOW ALL MEN BY THESE PRESENTS: That we, JOHN J. NEUBAUER, Keyser Building, City of Baltimore, State of Maryland as Principal, and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate 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 and 00/100---------- Dollars ($8,000.00), 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 17th day of November, in the year of our Lord, nineteen hundred and fifty-four

WHEREAS, the above bounden John J. Neubauer

by virtue of the power contained in a mortgage from William R. McMahon and Thelma M. McMahon, his wife, to Provident Savings Bank of Baltimore bearing date the 6th day of January, 19 53 and recorded among the Land Records of Anne Arundel County in Liber JHH- No. 733 Folio 504 and

John J. Neubauer

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 J. Neubauer

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

V. E. Sisson
V. E. SISSON

J. L. Bitz
J. L. Bitz
Witness as to Surety

John J. Neubauer (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By Howard J. McNamara
Howard J. McNamara
Attorney in fact.

Approved this 18 Nov., 1954.
John F. Hopkins, 3rd, Clerk

Filed 18 Nov., 1954.

LIBER 89 PAGE 590

JOHN J. NEUBAUER, Attorney named in Mortgage 402 Keyser Building Baltimore 2, Maryland	:	IN THE
		CIRCUIT COURT
vs.	:	FOR
WILLIAM R. McMAHON and THELMA M. McMAHON, his wife 742 Riverside Road Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY
		IN EQUITY
	:	No. 11,125

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John J. Neubauer, Attorney named in Mortgage, respectfully shows:

That the said John J. Neubauer, pursuant to the power and authority vested in him under a Mortgage made by William R. McMahon and Thelma M. McMahon, his wife, to Provident Savings Bank of Baltimore, dated January 6, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 733, folio 504, and after having given Bond with surety, duly approved as required by law, and having advertised the property described in said Mortgage in the "Maryland Gazette", Anne Arundel County, Maryland, for more than three weeks, and having also advertised the property for sale in the "Baltimore Sun" on Sunday, November 14, 1954, and having given notice in each of said publications of intention to sell the property described in said Mortgage and naming in each of said advertisements Friday, November 19, 1954, at 4:00 o'clock P.M. as the time of sale on the premises described in said Mortgage, the said Attorney named in the Mortgage did attend, in person, on the premises at No. 742 Riverside Road, Anne Arundel County, Maryland, on Friday, November 19, 1954, at 4:00 o'clock P.M., pursuant to the time and place named in said advertisements, and said Attorney did then offer said property at public sale and sold the same to Provident Savings Bank of Baltimore, whose post office address is Howard and Saratoga Streets, Baltimore 1, Maryland, at and for the sum of Eight Thousand Dollars ($8,000.00); they being the highest bidders therefor; and the said Attorney further

Filed 23 Nov., 1954.

reports that he has received a deposit of Five Hundred Dollars ($500.00), as required by the terms of and has also received an agreement of the purchaser to comply with the other terms of said sale, the same being as follows: "TERMS OF SALE" - A deposit of Five Hundred Dollars ($500.00) cash will be required at the time of sale, and the balance of the purchase money to be paid in cash upon ratification of sale; said unpaid balance of purchase money to bear interest from the date of sale to the date of settlement with adjustment of taxes, Anne Arundel County sanitary commission charges for sewer and water assessment, sewer service and water service and ground rent to the date of sale. The Attorney files herewith the contract of sale, dated November 19, 1954, signed on behalf of Provident Savings Bank of Baltimore, as purchaser, and the undersigned Attorney, as seller.

All of which is respectfully submitted, etc.

John J. Neubauer-Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 22nd day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared JOHN J. NEUBAUER, Attorney named in Mortgage, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as stated and that said sale was fairly made.

AS WITNESS my hand and notarial seal the day and year last above written.

Kenneth J. Gaerig
Notary Public

KENNETH J. GAERIG NOTARY PUBLIC BALTIMORE, MD.

10

B LIBER 89 PAGE 592 **CONTRACT OF SALE**

Baltimore, November 19, 1954

I/We _____ have this day purchased at Public Auction for the price of $ [illegible] the property No. 742 Riverside Road, Anne Arundel Co., Md.

From John J. Neubauer, Atty. Named in Mortgage

_____,

of which a deposit of _____ Dollars has been paid. Balance of purchase money to be paid upon ratification of sale by the Court Anne Arundel Co. of ~~Baltimore City~~. All rents, taxes and expenses to be adjusted to date of sale.

The ~~Daily Record~~ Maryland Gazette Advertisement of October 29, 1954, is hereby incorporated herein.

Signed: _____ (Seal)
Purchaser

_____ (Seal)
Purchaser

_____ (Seal)

_____ (Seal)

WITNESS:
as to signatures and
receipt of deposit.

E. T. Newell & Co., Inc.
Auctioneers

ORDER NISI

John J. Neubauer,
Attorney named in Mortgage

versus

William R. McMahon and
Thelma M. McMahon, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,125 Equity

Ordered, this 23 day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John J. Neubauer, Attorney named in Mortgage, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of January next.

The report states that the amount of sales to be $8,000.00.

[illegible] Clerk.

True Copy,

TEST: Clerk.

Filed [illegible] 1954.

(Final Order)

John J. Neubauer,
Attorney named in Mortgage

versus

William R. McMahon and
Thelma M. McMahon, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of January, 1955 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 4 Jan., 1955.

JOHN J. NEUBA[illegible]R, Solicitor
Keyser B[illegible]ng,
Baltimore 2, Maryland

TRUSTEE'S SALE
OF VALUABLE LEASEHOLD
DWELLING PROPERTY
No. 742 Riverside Road,
Fifth Election District,
Anne Arundel County, Maryland N

Under and by virtue of the power and authority contained in a Mortgage from William R. McMahon and Thelma McMahon, his wife, to Provident Savings Bank of Baltimore, dated January 0, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 733, folio 504, the undersigned Attorney named in Mortgage, under and by virtue of the power vested in him (default having occurred under the aforesaid Mortgage) will sell at Public Auction

ON FRIDAY, NOVEMBER 19, 1954,
AT FOUR O'CLOCK P. M.
ON THE PREMISES

All that piece or parcel of ground situate and being in Anne Arundel County and described as follows:

BEGINNING for the same on the northwest side of Riverside Road, 50 feet wide, at the distance of 432.21 feet northeasterly from a point where said side of Riverside Road intersects the last line of a parcel of land described in a Deed from C. Breddock Jones and wife to The Board of Education of Anne Arundel County, dated February 27, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 559, folio 155, etc., and at a point in line with the center of a partition wall between the house on the lot being described and the[illegible] adjoining on the south; thence binding on the northwest side of Riverside Road by a line curving towards the north with a radius of 162.76 feet for a distance of 43.89 feet; thence north 88 degrees 20 minutes west 120.96 feet to the southeast side of an alley 16 feet wide; thence south 22 degrees 02 minutes west binding on said alley, with the use thereof in common, 14.79 feet to a point in line with the center of the partition wall above mentioned; and thence south 75 degrees 29 minutes east to and through the center of said wall to the end thereof and continuing the same course in all 134.50 feet to the place of beginning. Being and comprising house and lot known as No. 742 Riverside Road.

No 13

This property is improved by a two story brick dwelling containing six rooms and one bath with full basement and hot-water heat, gas fired.

The property is subject to an annual ground rent of Ninety Dollars, payable half-yearly on the thirteenth days of May and November, in each and every year.

The property is subject to the restrictive covenants and agreements contained in the Deed from The Belle Grove Corporation to Nellie P. Humphreys, dated May 13, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H .E. No. 683, folio 100.

Taxes, Anne Arundel County Sanitary Commission charges for sewer and water assessment, sewer service and water service and ground rent to be adjusted to the date of sale.

TERMS OF SALE — A deposit of Five Hundred Dollars, cash, will be required at the time of sale and the balance of the purchase money to be paid in cash upon ratification of sale; said unpaid balance of purchase money to bear interest from the date of sale to date of settlement.

E. T. Newell & Company, Inc., 1410 Maryland Avenue, Baltimore, Maryland, will be the Auctioneers.

JOHN J. NEUBAUER,
Attorney named in Mortgage.

n-18

IBER 89 PAGE 594

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1954

We hereby certify, that the annexed

Trustee's Sale

William R. McMahon

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 November, 1954. The first insertion being made the 28th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Josie Tate

Filed 4 Dec., 1954

LIBER 89 PAGE 595

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. 11,125 Equity

JOHN J. NEUBAUER, Attorney Named In Mortgage

Vs.

WILLIAM R. McMAHON And THELMA M. McMAHON, His Wife.

Ordered, this 23rd day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John J. Neubauer, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sales to be $8,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 29, 1954

We hereby certify, that the annexed

Order Nisi Eq. 11,125

William R. McMahon.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 1955. The first insertion being made the 2nd day of December, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgusman

Filed 29 Dec., 1954.

No. M. G. 3511

11.

LIBER 89 PAGE 596

In the Case of

John J. Neuhauer,
Attorney named in Mortgage
vs.
William R. McMahon
and
Thelma M. McMahon, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,125 Equity

To the Honorable, the Judges of said Court:

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

January 14, 1955

All of which is respectfully submitted.

Laura K. Stilling
Auditor.

Filed 20 Jan., 1955.

15

Dr. John J. Neubauer, Attorney named in Mortgage, Vs. in ac.
William R. McMahon and Thelma M. McMahon, his wife

To Attorney for Fee, viz:	81	50		
To Attorney for Commissions, viz:	271	80	353	30
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account and furnishing two extra copies	18	00	46	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	58	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	21	50		
U.S. Fidelity & GuarantyCo. - bond premium	32	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	4	40		
One-half State documentary stamps	4	40		
Kenneth J. Gaeng - notary fee		50	160	56
To Attorney for Ground Rent, viz:				
Semi-annual ground rent of $45.00 adjusted to day of sale - 1 day (due 11/13/54)		25		25
To Provident Savings Bank of Baltimore, mortgagee - this balance on account mortgage claim	7,511	99	7,511	99
			8,072	85
Amount of mortgage claim filed	7,944	33		
Cr. Amount allowed above	7,511	99		
Balance subject to decree in personam	432	34		

16

with John J. Neubauer, Attorney named in Mortgage Cr.

1954				
Nov.	14	Proceeds of Sale	8,000 00	
		Interest on deferred payment to 1/5/55	60 00	8,060 00
		Refund 1954 State and County taxes ($99.85 - adjusted) - 47 days	12 85	12 85
				8,072 85

17

LIBER 89 PAGE 599

ORDER NISI

John J. Neubauer,
Attorney named in Mortgage

VERSUS

William R. McMahon
and
Thelma M. McMahon, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,125 Equity.

ORDERED, This 20 day of January, 19 55. That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28 day of February next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28 day of February next.

Filed January 20, 1955. John A. Perkins, Jr., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of March, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed March 1, 1955.

LIBER 89 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., March 1, 1955

We hereby certify, that the annexed

Order Nisi

Eq. 11,125

Auditor Account

William R. McMahon

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 28th day of February, 1955. The first insertion being made the 27th day of January, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 1 Mar. 1955

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,925 Equity
JOHN J. NEUBAUER, Attorney named in Mortgage
Vs.
WILLIAM R. McMAHON and THELMA M. McMAHON, his wife.

Ordered, this 20th day of January, 1955. That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 28th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy: TEST:
JOHN H. HOPKINS, 3rd., Clerk.
f-10

No. M.G. 4200

19