| | | |
|---|---|---|
| SIEGFRIED MICHAELIS<br>Edgewater, Maryland | : | |
| vs. | : | |
| | : | IN THE |
| MICHAEL J. KUPFER<br>EILEEN ANN KUPFER<br>1005 President Street<br>Annapolis, Maryland and all<br>persons having or claiming to<br>have any interest in the property<br>known as Lot No. 4, Block No. 6,<br>on plat entitled "Turkey Point",<br>First Election District, Anne<br>Arundel County, Maryland | : | CIRCUIT COURT<br>FOR<br>ANNE ARUNDEL COUNTY<br>No. 11,099 Equity |

BILL OF COMPLAINT TO FORECLOSE

EQUITY OF REDEMPTION

---

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, Siegfried Michaelis, by Louis M. Strauss, his Solicitor, respectfully shows:

1. That on October 14, 1952, the Certificate of Tax Sale attached hereto and marked "Complainant's Exhibit No. 1" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Plaintiff, which Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 1758 - Lot 4, Block 6, 72/127 x 168 as shown on the plat of Turkey Point, First Election District, Anne Arundel County.

which said lot of ground was assessed to Michael J. Kupfer and Eileen Ann Kupfer, and was conveyed to the said Michael J. Kupfer and Eileen Ann Kupfer, as tenants by the entireties, in fee simple, by deed dated May 23, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 430, folio 393, and that the amount due to the Collector of Taxes for the State of Maryland, and Anne Arundel County, on the day of the aforesaid sale was Twenty Nine Dollars and Fifty two cents ($29.52).

3. That the description of the property as the same appears upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District is:

Filed 24 Aug., 1954

Michael J. & Eileen Kupfer
Eastport, Maryland

Lot 4 Block 6 - 72/127 x 168
Turkey Point

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That the aforesaid lot of ground according to the Equity, Law and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County show that the title of the said lot is still vested in the name of Michael J. Kupfer and Eileen Ann Kupfer, listed as Respondents herein.

5. That the aforesaid lot of ground has not been redeemed by any party in interest, although more than one year and one day from the date of the sale of said property has expired; and that this proceeding is brough under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland.

6. That it appears that the Defendants herein, according to the assessment records are residents of State of Maryland, and therefore your Complainant prays for process directed to the aforesaid Respondents, at the last known address above set forth, as the address of said Respondents.

7. The amount necessary for the redemption of the above mentioned property is as follows:

Michael J. Kupfer and Eileen Kupfer
Certificate No. 1758 - $29.52

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiff herein, subsequent to the date of sale of said property, plus all other amounts expended by the Plaintiff as to the aforesaid property, under the Provisions of the Acts of 1943 aforesaid, as amended.

8. That the Complainant prays for an Order of Publication directed to all the parties in interest in the aforementioned property.

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TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Defendants herein, in and to the aforesaid property.

(b) That the Court pass a final decree whereby there will be vested in the Plaintiff, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents and encumberances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the property is subject.

(c) That an Order of Publication be passed giving notice to the Defendants and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the 3rd day of November, 1954 and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND, AS IN DUTY BOUND, etc.

Siegfried Michaelis
Siegfried Michaelis

Louis M. Strauss
Solicitor for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 24th day of August, 1954, before me, the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Siegfried Michaelis, the above named Plaintiff, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true, to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

Mildred F. Bean
Mildred F. Bean Notary Public

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1758 LIBER - 90 PAGE 4

# 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 S Michaels 319a St NE Wash DC at public auction for the sum of 50 Dollars and 00 Cents, of which 29.52 Dollars has been paid as a deposit on the property in 1 District described as Lot 4 Blk 6 72/127X 168 as shown on the plat of Turkey Point

and assessed to ~~Alfred S Frank~~ Michael J. Kupfer

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.

Complainant's Exhibit No. 1

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 14th 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 24 Aug, 1954

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| | | |
|---|---|---|
| SIEGFRIED MICHAELIS<br>Edgewater, Maryland | : | IN THE CIRCUIT COURT |
| | : | FOR |
| vs. | : | ANNE ARUNDEL COUNTY |
| MICHAEL J. KUPFER<br>EILEEN ANN KUPFER, et al | : | NO. 11,979 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 First 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:

> Lot 4, Block No. 6 on a plat entitled "Turkey Point" made by J. R. McCrone, Jr. Surveyor, April, 1941, which plat is filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-3, Plat No. 1.
>
> Being the same property conveyed by deed dated May 23, 1947 from Waterfront Estates, Incorporated to Michael J. Kupfer and Eileen Ann Kupfer and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 430, folio 393.

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 24 day of August, 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 interest in said property be and appear in this Court by the 3 Day of November, 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 encumberances.

John H. Hopkins III Clerk

TRUE COPY TEST:

_____
Clerk

Filed 24 Aug., 1954.

LIBER 90 PAGE 6

SIEGFRIED MICHAELIS :

vs. :

MICHAEL J. KUPFER :
EILEEN ANN KUPFER :
1005 President Street :
Annapolis, Maryland, etc. :

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,099 EQUITY

REGISTERED LETTER NOTICE AND RETURN

Form 3811
Rev. 1-4-40

## RETURN RECEIPT

*Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card.*

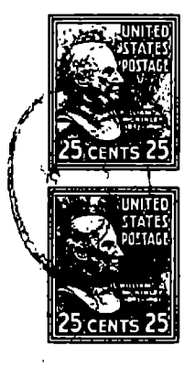
1 _____
*(Signature or name of addressee)*

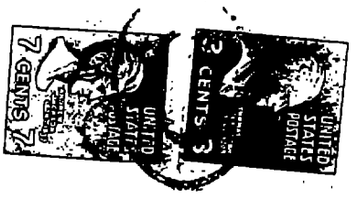
2 _____
*(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)*

***Date of delivery*** _____, 19___

U. S. GOVERNMENT PRINTING OFFICE 16—12421

Michael J. Kupfer
1005 President Street
Annapolis, Maryland




Filed 14 Sept, 1954

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LIBER 80 PAGE 7

| | | |
|---|---|---|
| SIEGRRIED MICHAELIS | : | IN THE CIRCUIT COURT |
| | : | FOR |
| vs. | : | ANNE ARUNDEL COUNTY |
| MICHAEL J. KUPFER<br>EILEEN ANN KUPFER<br>1005 President Street<br>Annapolis, Maryland, etc. | : | NO. 11,099 Equity |

CERTIFICATE OF PUBLICATION ON ORDER OF PUBLICATION

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,099 Equity
SIEGFRIED MICHAELIS, Edgewater, Maryland

Vs.

MICHAEL J. KUPFER, EILEEN ANN KUPFER, et al

## 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 First 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:

Lot 4, Block No. 6 on a plat entitled "Turkey Point" made by J. H. McCrone, Jr., Surveyor, April, 1941, which plat is filed among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-3, Plat No. 1.

Being the same property conveyed by deed dated May 23, 1947 from Waterfront Estates, Incorporated to Michael J. Kupfer and Eileen Ann Kupfer and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 430, folio 393.

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 24th day of August, 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 be and appear in this Court by the 3rd day of November, 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 encumberances.

JOHN E. HOPKINS, 3rd., Clerk.

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

s-23

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 1, 1954

We hereby certify, that the annexed

Order Publication - No. 11099

Michael J. Kupfer

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 November, 1954. The first insertion being made the 2nd day of September, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 5 Nov., 1954

| | | |
|---|---|---|
| Siegfried Michaelis | : | IN THE CIRCUIT COURT |
| vs. | : | FOR |
| Michael J. Kupfer<br>Eileen Ann Kupfer<br>1005 President Street<br>Annapolis, Maryland, etc. | : | ANNE ARUNDEL COUNTY<br>NO. 11,099 EQUITY |
| | : | |

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofe issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, and the defendant having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon, this 6th day of November, 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 the said defendant.

Benjamin Michaelson
Judge

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Filed 8 Nov, 1954

| | | |
|---|---|---|
| SIEGFRIED MICHAELIS | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| MICHAEL J. KUPFER<br>EILEEN ANN KUPFER<br>1005 President Street<br>Annapolis, Maryland, etc. | : | ANNE ARUNDEL COUNTY<br>NO. 11,099 Equity |

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code (1943 Supplement).

It is, thereupon, this 8th day of December, 1954, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendants, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, as having been sold by the Treasurer of Anne Arundel County on the 14th day of October, 1951 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 said properties, free and clear of all alienations and descents occurring prior to this decree, as well as all encumberances thereon (except taxes accruing subsequently to said date of sale and the public assessments to which the same are subject ) are hereby vested in the Plaintiff.

3. That, upon the payment to him of the balance, if any, due on the purchase prices 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 properties to the Plaintiff.

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

Benjamin Michaelson
Judge

Filed 8 Dec., 1954

FRANKIE WILSON & SONS, INC.,
a Body Corporate
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland,

PLAINTIFF,

VS.

LOUISE S. KLEIN,
309 East Lanvale Street,
Baltimore - 2 - Maryland,

Her Heirs and Assigns, and all Persons claiming an interest in

Lots 45 and 46 Block L, GARLAND PARK, 5th Election District Anne Arundel County, Maryland,

DEFENDANTS.

In The
Circuit Court for Anne Arundel County

Equity No. 11,116

BILL OF COMPLAINT

To The Honorable, The Judges of Said Court:

The Plaintiff, complaining, says:

1. By deed, dated March 23, 1948, Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, conveyed to Walton Dismukes Wilson Lots 45 and 46, Block L, Garland Park, as shown on plat filed among the Plat Records of Anne Arundel County in Cabinet 1, Rod K, Plat 16, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 461, folio 421, a certified copy of which deed is filed herewith, marked "Plaintiff's Exhibit No. 1", and prayed to be taken as part hereof.

2. That by deed, dated October 1, 1949, Walton D. Wilson conveyed said lots, together with others, to Frankie Wilson & Sons, Inc., which deed is recorded among the Land Records aforesaid in Liber JHH No. 541, folio 75, a certified copy of which deed is filed herewith, marked "Plaintiff's Exhibit No. 2" and prayed to be taken as a part hereof.

3. The County Commissioners of Anne Arundel County acquired their interest in and to the aforesaid lots 45 and 46 Block L Garland Park by purchase at public sale of said lots by C. Albert Hodges, the then Treasurer, on October 11, 1932, for the sum of Thirty-eight Dollars ($38.00).

On September 8, 1954, Joseph H. Griscom, Sr., present Treasurer of Anne Arundel County, issued Certificate of Tax Sale No. 2077 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 89-I of the Annotated Code of Maryland (1943 Supplement), as amended. Said

Filed 14 Sept., 1954

Certificate by proper assignment was transferred to the Plaintiff herein on September 14, 1954. Said Certificate is attached hereto, marked "Plaintiff's Exhibit No. 3," and prayed to be taken as a part hereof.

4. The property mentioned in said Certificate is identically the same property more particularly described in the aforementioned deeds from the County Commissioners of Anne Arundel County to said Walton Dismukes Wilson and by mesne conveyance said property became vested in Frankie Wilson & Sons, Inc., PLAINTIFF herein, as by reference to the deed, dated October 1, 1949, and recorded among the aforesaid Land Records in Liber JHH No. 541, folio 75, will more fully appear.

5. On October 11, 1932, the date of sale by the Collector and Treasurer of said lots numbers 45 and 46 Block L Garland Park, they were assessed to Louise S. Klein and were, in fact, owned by her on that date according to the Land Records, Equity Records and Records of the Register of Wills of Anne Arundel County, and according to these records said lots were still vested in said Louise S. Klein on the date of the tax sale mentioned in said Certificate of Tax Sale.

6. To redeem the said lots, it is necessary for the Defendant to pay the sum of Thirty-eight Dollars ($38.00), with interest from October 11, 1932, and all taxes, interest and penalties accruing subsequent to the date of sale, and reimburse the PLAINTIFF for amounts due it under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland (1943 Supplement) as Amended.

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

8. The PLAINTIFF prays for process directed to the above Defendant, 309 East Lanvale Street, Baltimore City, Maryland, the last known address known to the PLAINTIFF. A copy of this Bill of Complaint has been mailed by registered mail to the Defendant at 309 East Lanvale Street, Baltimore City, Maryland.

9. The PLAINTIFF prays for an Order of Publication directed to all parties of interest.

10. The PLAINTIFF prays the Court to pass a final decree foreclosing all rights of redemption of the Defendant, her heirs and assigns, or anyone having an interest in and to the above mentioned property.

AND as in duty bound, etc.

Frankie Wilson

Frankie Wilson, Solicitor for Plaintiff
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland.

Frankie Wilson & Sons, Inc.,

By Walton D. Wilson
Walton D. Wilson, Vice President.

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

I HEREBY CERTIFY, That on this 6th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Walton D. Wilson, Vice-President of Frankie Wilson & Sons, Inc., and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Ernest J. Hesse

Ernest J. Hesse, Notary Public.

ERNEST J. HESSE
NOTARY PUBLIC
BALTIMORE, MD.

PLAINTIFF'S EXHIBIT NO. 1

INT. REV. STAMPS (55¢) MD. STATE STAMPS (55¢)

THIS DEED, Made this ___day of ____, in the year one thousand nine hundred and forty-eight, by Joseph H. Griscom, Sr., Treasurer of Anne Arundel County, in the State of Maryland, and the County Commissioners of Anne Arundel County, a body corporate, of the first part, GRANTORS, and Walton Dismukes Wilson, of the same County and State, GRANTEE.

WHEREAS,default having occurred in the payment of State, County and School taxes due and owing on the properties hereinafter mentioned the same were sold by virtue of the provisions of the Laws of the State of Maryland, after due requisites were complied with, and

WHEREAS, the then County Treasurer sold the properties hereinafter described at public sale to the County Commissioners of Anne Arundel County, the said County Commissioners then and there being the highest bidder, and

WHEREAS, the said County Commissioners have sold the hereinafter described property unto the Grantee herein;

NOW, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt whereof is hereby acknowledged, the GRANTORS herein convey unto said Walton Dismukes Wilson, his heirs and assigns, in fee simple, all those lots of ground situate, lying and being in the Fifth Election District of Anne Arundel County, in the State of Maryland, described as follows:

(1) No. 2232, "In the Matter of Tax Sale of Land of Clara C. Daugherty," being Lots Nos. 54,55, 56, and 57 Block A GARLAND PARK, as shown on plat filed among the Plat Records of Anne Arundel County and described in deed from the Linthicum Realty Company to said Clara C. Dougherty, and recorded among aforesaid Land Records in Liber F.S.R. No. 25, folio 357;see also deed from C. Albert Hodges, late Treasurer to said County Commissoners recorded among aforesaid Land Records in Liber J.H.H. No. 200, folio



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Filed 14 Sept., 1954.

206.

(2) No. 1847, "In the Matter of Tax Sale of Land of Walter W. Davis and Grace Davis," being LOTS Nos. 18 and 19, Block D. GARLAND, as shown on plat recorded among the aforesaid Plat Records of Anne Arundel County, and the same lots described in deed from C. Albert Hodges, late Treasurer to said County Commissioners, recorded among aforesaid Land Records in Liber F.A.M. No. 175, folio 156, and F.S.R. No. 15, folio 240 from the J. Baker Boyd corporation to said Walter W. Davis and Grace Davis, his wife.

(3) No. 2233, "In the Matter of Tax Sale of Land of Lewis E. Davis" being Lots Nos. 5 and 6 Block E GARLAND PARK, as shown on plat filed among aforesaid Plat Records and described in deed from C. Albert Hodges, Late Treasurer to said County Commissoners, recorded among aforesaid Land Records in Liber J.H.H. No. 200, folio 211 and deed from Linthicum Realty Company to said Lewis E. Davis and Catherine M. Davis, his wife, recorded among aforesaid Land Records in Liber F.S.R. No. 9, folio 380.

(4) Nos. 2220 and 2221, "In the Matter of Tax Sale of Land of Robert E. Boreland, Jr." BEING Lots Nos. 7, 8, 9, and 10, Block E GARLAND PARK, as shown on plat recorded among aforesaid Plat Records, and described in deed from C. Albert Hodges, late Treasurer to said County Commissioners, recorded among aforesaid Land Records in Libers J.H.H. No. 200, folios 230 and 231; see also deeds from Linthicum Realty Company to said Robert E. Borland, Jr. and Elsie Borland, his wife, recorded among aforesaid Land Records in Libers W.N.W. No. 103, folio 228 and F.S.R. No. 27, folio 136.

(5) No. 1849, "In the Matter of Tax Sale of Land of Anthony J. Ena, et ux" BEING Lots Nos. 33 and 34, Block 1 GARLAND, as shown on plat filed among the Plat Records of Anne Arundel County and described in deed from C. Albert Hodges, Late Treasurer to said County Commissioners, recorded among aforesaid Land Records in



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Liber F.A.M. No. 175, folio 153 and deed from J. Baker Boyd Corporation to said Anthony J. Ena and Agatha Ena, his wife, recorded among aforesaid Land Records in Liber F.S.R. No. 8, folio 397.

(6) No. 2263, "In the Matter of Tax Sale of Land of Bernard J. Rott", being LOTS Nos. 26 and 27, Block E GARLAND, as shown on plat filed among plat records of Anne Arundel County in Plat Book W.N.W. No. 3, folio 20 and described in deed recorded among aforesaid Land Records in Liber F.S.R. No. 8, folio 496 from The J. Baker Boyd Corporation to Bernard J. Rott.

(7) No. 2647, "In the Matter of Tac Sale of Land of Alfred and Flora Moeller" being lots Nos. 21 and 22 Block G GARLAND, as shown on plat filed among aforesaid Plat Records and same as described in deed dated August 14, 1929 and recorded among aforesaid Land Records in Liber F.S.R. No. 59, folio 381 from The J. Baker Boyd Corporation to Alfred Moeller and Flora Moeller, his wife.

(8) No. 2261, "In the Matter of Tax Sale of Land of Gus Poulos," being Lot No. 23, Block M GARLAND, as shown on plat recorded among Plat Records of Anne Arundel County and also described in deed, dated June 5, 1930, recorded among aforesaid Land Records in Liber Records in Liber F.S.R. No. 6, folio 365 from the J. Baker Boyd Corporation to said Gus Poulos.

(9) No. 4055, "In the Matter of Tax Sale of Land of George M. Brocker" being Lots Nos. 5 and 6 Block 1 and Lots 54 and 55 Block G GARLAND, as shown on Plat filed among aforesaid Plat Records and also described in deed dated January 6, 1928 and recorded among aforesaid Land Records in Liber F.S.R. No. 27, folio 40 from Baltimore Realty & Home Builders, Inc. to George M.Brocker and Gertrude Brocker, his wife.

(10) No. 4218, "In the Matter of Tax Sale of Land of Weinzel Tischler and Johnna Tischler, his wife, "being Lots Nos. 1 and 2 Block 1 GARLAND, as shown on plat recorded among aforesaid Land Records and also described in deed recorded among aforesaid Land Records in Liber F.S.R. No. 8, folio 367 to said Weinzel Tischler



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and Johanna Tischler, his wife.

(11) No. 2278, "In the Matter of Tax Sale of Land of Michael Ward" being Lots Nos. 11 and 12 Block E GARLAND PARK, as shown on plat recorded among aforesaid Plat Records and also described in deed dated July 31, 1926, and recorded among aforesaid Land Records in Liber W.M.B. No. 26, folio 321 from Linthicum Realty Company to said Michael Ward, and Anna Ward, his wife.

(12) No. 2639, "In the Matter of Tax Sale of Land of Louise S. Klein, " being lots Nos. 45 and 46 Block L GARLAND PARK, as shown on Plat recorded among aforesaid Land Records and also described in deed dated July 31, 1925, and recorded among aforesaid Land Records in Liber W.M.B. No. 16, folio 307, from Linthicum Realty Company to said Louise S. Klein.

(13) No. 4156, "In the Matter of Tax Sale of Land of James P. Lightner and Edith A. Lightner," being lots Nos. 31, 32, 33 and 34, Section A GARLAND PARK, as shown on plat filed among the Plat Records of Anne Arundel County and also described in deed from Linthicum Realty Compaty to said James P. Ligthner and Edith A. Lightner, his wife, recorded among aforesaid Land Records in Liber F.S.R. No. 25, folio 247.

(14) No. 2286,"In the Matter of Tax Sale of Land of Georgia C. Wilson" being lots Nos. 13, 14, and 15 Block E GARLAND PARK, as shown on plat recorded among aforesaid Plat Records and also described in deed dated November 14, 1924, and recorded among aforesaid Land Records in Liber W.N.W. No. 98, folio 69 from Linthicum Realty Company to said Georgia C. Wilson.

TO HAVE AND TO HOLD the said lots of ground, together with the rigths, privileges, appurtenances and advantages thereto belonging or appertaining and to the proper use and benefit of said Walton Dismukes, his heirs and assigns, in fee simple.

WITNESS the corporate seal of said body corporate, together with the signature of Weems R. Duvall, its Presdent, and the hand and seal of Joseph H. Griscom, Sr., Treasurer of Anne Arundel



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County.

TEST:

s/Joseph H. Griscom, Sr. (Seal)
Joseph H. Griscom, Sr.,
Treasurer

s/Theodore T. Pantaleo
Theodore T. Pantaleo

(CORPORATE SEAL)

THE COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,

s/R. Harry Arnold
Clerk

s/By Weems R. Duvall
Weems R. Duvall, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 23 day of March 1948, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Weems R. Duvall, President of the County Commissioners of Anne Arundel County and each acknowledged the foregoing deed to be his act.

(NOTARIAL SEAL)

s/ Theodore T. Pantaleo
Theodore T. Pantaleo, Notary Public.

Recorded- 23rd- March 1948-at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY SCT:

I HEREBY CERTIFY, that the aforegoing Deed in truly taken and copied from Liber J.H.H. No. 461, folio 421, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 11th day of September, 1954.

John H. Hopkins 3rd

John H.Hopkins 3rd., Clerk.



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PLAINTIFF'S EXHIBIT NO. 2

INT. REV. STAMPS ($5.50) MD. STATE STAMPS ($ 5.50)

THIS DEED, Made this 1st day of October in the year one thousand nine hundred and forty-nine, by Walton Dismukes Wilson and Kenneth E. Wilson, of Anne Arundel County, in the State of Maryland, of the first part, GRANTORS, and Frankie Wilson & Sons, Inc., a body corporate of the State of Maryland, of the second part, GRANTEE.

WITHNESSETH, That in consideration of the sum of Five Dollars ($ 5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged the said parties of the first part do grant and convey unto the said Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple all those lots of ground situate in the County of Anne Arundel, State of Maryland, described in the following deeds:

1. Deed, dated February 24, 1947, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 396, folio 215, from Lester L. Barrett and George B. Woelfel, Trustees to Walton D. Wilson and Kenneth E. Wilson.
2. Deed, dated October 21, 1946, and recorded among aforesaid Land Records in Liber JHH No. 386, folio 285, from Frankie to Walton Dismukes Wilson.
3. Deed, dated November 26, 1946, and recorded among aforesaid Land Records in Liber JHH No. 391, folio 181, from Frankie Wilson to Walton D. Wilson.
4. Deed, dated July 16, 1946, and recorded among aforesaid Land Records in Liber JHH No. 370, folio 169, from C. Albert Hodges, et als. to Walton Dismukes Wilson.
5. Deed, dated August 9, 1947, and recorded among aforesaid Land Records in Liber JHH No. 424, folio 50, from Frank Leonard and wife to Walton Dismukes Wilson.
6. Deed, dated October 1, 1947, and recorded among aforesaid Land Records in Liber JHH No. 436, folio 179, from Stanislaw Wisniewski and wife to Walton D. Wilson.



Filed 14 Sept., 1954

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7. Deed, dated October 19, 1948, and recorded among aforesaid Land Records in Liber JHH No. 495, folio 444, from Joseph H. Griscom, Sr., et al. to Walton D. Wilson.

8. Deed, dated April 26, 1947, and recorded among aforesaid Land Records in Liber JHH No. 406, folio 228, from F. Irvin Smith, et als. to Walton D. Wilson.

9. Deed, dated July 29, 1947, and recorded among aforesaid Land Records in Liber JHH No. 422, folio 440, from Robert A. Gilbert and wife to Walton D. Wilson.

10. Deed, dated March 23, 1948, and recorded among aforesaid Land Records in Liber JHH No. 461, folio 421, from Joseph H. Griscom, Sr., et al. to Walton Dismukes Wilson.

11. Deed, dated September 2, 1947, and recorded among aforesaid Land Records in Liber JHH No. 461, folio 425, from Lewis E. Davis to Walton D. Wilson.

12. Deed, dated September 24, 1947, and recorded among aforesaid Land Records in Liber JHH No. 461, 427, from Anthony J. Ena and wife to Walton D. Wilson.

13. Deed, dated July 22, 1948, and recorded among aforesaid Land Records in Liber JHH No. 481, folio 73, from Robert E. Borland, Jr. and wife to Walton Dismukes Wilson.

14. Deed, dated October 31, 1947, and recorded among aforesaid Land Records in Liber JHH No. 440, folio 561, from David F. Walker and wife to Walton D. Wilson.

15. Deed, dated May 13, 1948, and recorded among aforesaid Land Records in Liber JHH No. 469, folio 461, from Henry N. Hoke and George L. Hoke to Walton D. Wilson.

16. Deed, dated December 20, 1947, and recorded among aforesaid Land Records in Liber JHH No. 454, folio 544, from Rita G. Owens to Walton D. Wilson.

17. Deed, dated January 28, 1948, and recorded among aforesaid Land Records in Liber JHH No. 457, folio 67, from Frankie Wilson to Walton D. Wilson.

18. Deed, dated April 3, 1948, and recorded among aforesaid Land Records in Liber JHH No. 466, folio 231, from Harry Nelson, et als. to Ruth S. Newman and Walton D. Wilson.

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

TO HAVE AND TO HOLD the said lots or parcels 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 Frankie Wilson & Sons, Inc., its successors and assigns, in fee simple.

AND the said parties of the first part hereby covenant that they have not done or suffered to be done any act, matter or thing whatsoever to encumber the property hereby conveyed; and that they will execute such further assurances of the same as may be requisite.

WITNESS the hands and seals of said GRANTORS:

TEST:

s/ Walton D.Wilson (SEAL)
Walton Dismukes Wilson

s/ Frankie D. Wilson
Frankie D. Wilson

s/Kenneth E. Wilson (SEAL)
Kenneth E. Wilson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on this 1st day of October 1949, before me, subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Walton Dismukes Wilson and Kenneth E. Wilson, the GRANTORS in the aforegoing deed, and they acknowledged the same to be their act. (NOTARIAL SEAL)

AS WITNESS my hand and Notarial Seal.

s/ Frankie D. Wilson
Frankie D. Wilson - Notary Public.

My commission expires x May 7, 1951

Recorded-4th-Oct. -1949-at-11:45- A.M.



//

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT,

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 541 folio 75, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereuto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 9th day of September, 1954.

John H Hopkins 3rd

John H. Hopkins 3rd., Clerk.



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LIBER 90 PAGE 22

2077 **CERTIFICATE OF TAX SALE**

I, Joseph H Grocmen, Successor to C Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1932, I sold to A. A. Co. Comm. at public auction for the sum of 38.00 Dollars and — Cents, of which — Dollars has been paid as a deposit on the property in 5th described as Lots 45 + 46 Blk L Garland Park

and assessed to Louise S. Klein

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

Witness my hand and seal, this 8 day of Sept 1954

Elinore G. Girault  W. N. Baldwin Asst. Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8th day of ~~October~~ Sept., 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, W. N. Baldwin Asst., 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,

Elinore G. Girault
Notary Public.

Elinore G. Girault

My Commission Expires May 2, 1955.

Annapolis, Maryland, Sept. 8, 1954

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County does hereby assign the within Tax Sale Certificate unto Frankie Wilson AND SONS, Inc.

County Commissioners of Anne Arundel County

Attest:- Lucy F. Lockerby Clerk  By Ralph L. Lowman

Filed 14 Sept. 1954

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Plaintiff's Exhibit No 3

FRANKIE WILSON & SONS, INC.,
A Body Corporate
25 Baltimore-Annapolis Blvd.,N.W.,
Glen Burnie, Maryland,

PLAINTIFF

Vs.

LOUISE S. KLEIN,
309 East Lanvale Street,
Baltimore - 2 - Maryland,

Her heirs and assigns, and all persons claiming an interest in

Lots 45 and 46 Block L, GARLAND PARK, 5th Election District Anne Arundel County, Maryland, as shown on Plat filed in Cabinet 1, Rod K, Plat 16.

DEFENDANTS.

In The

Circuit Court for Anne Arundel County

Equity No. 11,116

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in Lots 45 and 46, Block L Garland Park, 5th Election District, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the County Commissioners of Anne Arundel County. The Bill states, among other things, that the County Commissioners and Joseph H. Griscom, Sr. deeded said lots to Walton Dismukes Wilson on March 23, 1948, which deed is recorded among the Land Records in Liber JHH No. 461, folio 421, a certified copy of which is filed with said Bill. The Bill further states that Walton D. Wilson by his deed, dated October 1, 1949, conveyed said lots, together with others, to Frankie Wilson & Sons, Inc., recorded in Liber JHH No. 541, folio 75, a certified copy of which is filed with said Bill. The Bill further states that the County Commissioners acquired title to said lots by purchase at public sale by C. Albert Hodges, County Treasurer on October 11, 1932, for the sum of $38.00; that on September 8, 1954, Joseph H. Griscom, Sr. present Treasurer, issued Certificate of Tax Sale No. 2077 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 89-I of the Annotated Code of Maryland. The Bill further states that the property mentioned in said certificate is identical to that described in the aforesaid deeds; that said property was assessed to Louise S. Klein on the date of said sale, according to the Land Records, Equity Records and Records of Register of Wills; the Bill further states that the amount necessary to redeem said lots is $38.00, plus taxes, interest and penalties; that said lots have not

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Filed 14 Sept, 1954

been redeemed although more than a year from the date of sale has expired.

IT IS, THEREUPON, this 14 day of September, 1954, by the Circuit Court for Anne Arundel County, in Equity, ordered, that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four consecutive weeks, warning all parties interested in said property, to be and appear in this Court by the 23 day of November, 1954, and redeem the property and answer the Bill, or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiff a title free and clear of all encumbrances.

John H. Hopkins, 3rd Clerk

15'

LIBER 90 PAGE 25

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY No. 11,116

Frankie Wilson & Sons, Inc.,
a body corporate,
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland,

PLAINTIFF,

Vs.

LOUISE S. KLEIN,
309 East Lanvale Street,
Baltimore - 2 - Maryland,

Her heirs and assigns, and all
persons claiming an interest in

Lots 45 and 46, Block L, CARLAND PARK,
5th Election District Anne Arundel County,
Maryland, as shown on Plat filed in
Cabinet 1, Rod K, Plat 16.

DEFENDANTS.

AFFIDAVIT

STATE OF MARYLAND, BALTIMORE COUNTY, To Wit:

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 Baltimore County, personally appeared Frankie Wilson, who being duly sworn according to law, deposed and said, as follows:

1. That she is the Solicitor for the Plaintiff in the above-entitled case.

2. That before filing the Bill of Complaint in the above-entitled case, an effort was made to locate the Defendant, by making a personal visit to the address as shown on the Tax Roll of Anne Arundel County; namely 309 East Baltimore City, Maryland,
Lanvale Street,/and inquiry made of several residents in the 300 block East Lanvale Street as to the whereabouts of said Louise S. Klein.

3. That the Baltimore City Health Department, by its certificate of record, dated September 20, 1954, and filed herewith and prayed to be taken as a part hereof, certified that a search for the calendar years 1930 to 1932, inclusive, did not disclose the death of said Louise S. Klein.

4. That summons were issued to the aforesaid address of 309 East Lanvale Street, Baltimore, Maryland, and were returned "non-est."

5. That telephone and city directories have been checked, and individual

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Filed 26 Oct, 1954.

telephone calls made to persons of similar name, in an effort to ascertain the personal whereabouts of said Louise S. Klein; and your Affiant knows of no other address for the Respondent.

6. That letter containing a copy of the Bill of Complaint was mailed to the Respondent at her last known address and said letter was returned because of non-delivery, which said letter has been filed with the Clerk of this Honorable Court.

AS WITNESS my hand and Notarial Seal.

Frankie Wilson
Frankie Wilson, Affiant

Ernest J. Hesse
Ernest J. Hesse, Notary Public.

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BALTIMORE CITY HEA' 'H DEPARTMENT
BUREAU OF VITAL RECORDS

# CERTIFICATE OF RECORD SEARCH

**FEE—$0.50**

PAGE 90 27

**No 18193**

Date Sept. 20, 1954

This is to certify that a search was made of the records of Death in the Bureau of Vital Records for the calendar years 1930 to 1932, inclusive, for the name of Louise S. Klein who is said to have Died on the — day of between yrs. 1930-1932 and the record was

**NOT FOUND**

Information supplied by the applicant for the purpose of identifying the proper record was as follows:

Place of Death: —

Sidney M. Morton
DIRECTOR, BUREAU OF VITAL RECORDS

Huntington Williams, M.D.
COMMISSIONER OF HEALTH AND REGISTRAR

PER G. Ferraro

Order No. 5578/af Searched by WJ Verified by

VS 288

18 Issued 26 Oct., 1954

FRANKIE WILSON & SONS, INC.,
25 Annapolis Blvd., N. W.,
GLEN BURNIE, MD.

Exhibit
Filed 26 Oct, 1954

RETURN RECEIPT REQUESTED

REGISTERED
NO. 1091

REGISTERED MAIL -- RETURN RECE

GLEN BURNIE MD. SEP 10 '54

U.S. POSTAGE 37

PB METER 312578

STATES POSTAGE 3 CENTS

Mrs. Louise S. Klein,
309 East Lanvale Street
Baltimore - 2 - Maryland

Returned to Writer

REASON CHECKED
Unclaimed ..... Refused .....
Unknown .....
For better address .....
Moved, Left no address .....
No such office in state .....

Form 3858 Sent
SEP 13 1954

90 PAGE 28

IN THE C[illegible]UIT COURT
FOR ANNE [illegible]DEL COUNTY
Equity No. 11,110

FRANKIE WILSON & SONS, INC., A Body Corporate, 25 Baltimore-Annapolis Blvd., N. W., Glen Burnie, Maryland, PLAINTIFF

Vs.

LOUISE S. KLEIN, 300 East Lanvale Street, Baltimore 2, Maryland,

Her heirs and assigns, and all persons claiming an interest in

Lots 45 and 46 Block L, GARLAND PARK, 5th Election District, Anne Arundel County, Maryland, as shown on Plat filed in Cabinet 1, Rod K, Plat 10, DEFENDANTS.

## ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in Lots 45 and 46, Block L Garland Park, 5th Election District, sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the County Commissioners of Anne Arundel County. The Bill states, among other things, that the County Commissioners and Joseph H. Griscom, Sr., deeded said lots to Walton Dismukes Wilson on March 23, 1948, which deed is recorded among the Land Records in Liber JHH No. 401, folio 421, a certified copy of which is filed with said Bill. The Bill further states that Walton D. Wilson by his deed, dated October 1, 1949, conveyed said lots, together with others, to Frankie Wilson & Sons, Inc., recorded in Liber JHH No. 541, folio 75, a certified copy of which is filed with said Bill. The Bill further states that the County Commissioners acquired title to said lots by purchasing at public sale by C. Albert Hodges, County Treasurer on October 11, 1932, for the sum of $38.00; that on September 8, 1954, Joseph H. Griscom, Sr. present Treasurer issued Certificate of Tax Sale No. 2077 to the County Commissioners of Anne Arundel County, in accordance with Article 81, Section 20-I of the Annotated Code of Maryland. The Bill further states that the property mentioned in said certificate is identical to that described in the aforesaid deeds; that said property was assessed to Louis S. Klein on the date of said sale, according to the Land Records, Equity Records and Records of Register of Wills; the Bill further states that the amount necessary to redeem said lots is $38.00, plus taxes, interest and penalties; that said lots have not been redeemed although more than a year from the date of sale has expired.

IT IS, THEREUPON, this 14th day of September, 1954, by the Circuit Court for Anne Arundel County, in Equity, ordered, that notice by publication be given by insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four consecutive weeks, warning all parties interested in said property, to be and appear in this Court by the 23rd day of November, 1954, and redeem the property and answer the Bill, or thereupon a final decree will be rendered foreclosing all rights of redemption in the property and vest in the Plaintiff a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

o-14

No.

OFFICE OF

LIBER 90 PAGE 29

*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 Publication - No. 11116

Louise S. Klein

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 November, 1954. The first insertion being made the 23rd day of September, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 16 Nov., 1954

In The Circuit Court for Anne Arundel County

Equity No. 11,116

Frankie Wilson & Sons, Inc.,
a body corporate,
25 Baltimore-Annapolis Boulevard, N. W.,
Glen Burnie, Maryland,

PLAINTIFF,

Vs.

Louise S. Klein,
309 East Lanvale Street,
Baltimore - 2 - Maryland,
Her heirs and Assigns, and all
persons claiming an interest in

Lots 45 and 46, Block L, GARLAND PARK,
5th Election District Anne Arundel County,
Cabinet 1, Rod K, Plat 16,

DEFENDANTS.

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Defendant having failed to appear, either in person or by Solicitor, and answer the Bill of Complaint, filed against her,

IT IS, THEREUPON, This 1st day of December, 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.

Benjamin Michaelson
Judge.

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Filed 1 dec., 1954.

LIBER 90 PAGE 31

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

EQUITY No. 11,116

Frankie Wilson & Sons, Inc.,
a body corporate
25 Baltimore-Annapolis Boulevard, N.W.,
Glen Burnie, Maryland,

PLAINTIFF,

Vs.

LOUISE S. KLEIN,
309 East Lanvale Street,
Baltimore - 2 - Maryland,

Her heirs and assigns, and all
persons claiming an interest in

Lots 45 and 46, Block L, GARLAND PARK,
5th Election District Anne Arundel County,
Maryland, as shown on Plat filed in
Cabinet 1, Rod K, Plat 16,

DEFENDANTS.

D E C R E E

This cause standing ready for hearing and being submitted, the proceedings were read and considered by the Court, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81 of the Annotated Code of Maryland, 1943 Supplement, it is thereupon this 7th day of January, 1955, by the Circuit Court for Anne Arundel County, in Equity, adjudged, ordered and decreed:

1. That all rights of redemption of the Respondent, or all persons claiming, by, from or under her, or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to the County Commissioners of Anne Arundel County on October 11, 1932, for the non-payment of taxes, be, and the same, are hereby barred and foreclosed.

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

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

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Filed 7 Jan., 1955

accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Complainant.

4. That the Complainant shall pay the costs of these proceedings.

Benjamin Michaelson
Judge,

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| | | |
|---|---|---|
| NETTIE FLEETWOOD and<br>JOHN FLEETWOOD, her husband<br>R.F.D. 2,<br>Annapolis, Maryland | * | IN THE CIRCUIT COURT |
| | * | FOR |
| | * | ANNE ARUNDEL COUNTY |
| vs. | * | NO. 11,098 EQUITY |
| ROBERT B. LUCAS, single,<br>1520 Retreat Street<br>Baltimore 17, Maryland | * | |
| | * | |

* * * * * * * * * *

Mr. Clerk:

Please docket this suit and file the original Land Installment Contract with assignment thereon, affidavit of notice to buyer and the statement of claim.

John H. Hopkins, IV

John H. Hopkins, IV, Assignee

Filed 23 Aug., 1954

LIBER 90 PAGE 34

# Standard Land Installment Contract

No. 11,098 Equity

**This Agreement of Sale,** made this third day of ~~July~~ November 195 2, between Nettie Fleetwood and John Fleetwood, her husband,

..... who resides at St. Margaret's, Maryland

and whose post-office address is R.F.D. No. 2, Annapolis, Maryland,

Seller, and Robert B. Lucas, single ~~Anthony Berry and Sarah Berry, his wife,~~

who resides at 1520 Retreat Street, Baltimore-17, Maryland ~~112 South Street, Annapolis, Maryland~~ and whose post-office address is the same, Buyer

**Witness** that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in the Third Election District of Anne Arundel County, Maryland, being designated as Lot No. 2 on the plat made by J. Carson Boush, Surveyor, dated June 26, 1923, and recorded among the Land Records of Anne Arundel County with a deed from Charles Fleetwood, Widower, to Elsie Smith, dated August 18, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 80, folio 108

at and for the cash price of ..... $ 1,200.00

Fees and other charges, if any ..... $ 10.00

Insurance, covering loss by fire, _____

_____,

in the amount of $ 1,210.00, payable to Seller and/or Buyer as their interests may appear.

Policy expires 11/5/53

Total Purchase Price ..... $ 1,210.00

Paid on account by Buyer ..... $ 110.00

Principal balance owed by Buyer ..... $ 1,100.00

The above principal balance, together with the following listed property expenses, shall be paid by Buyer to Seller at

(Place of payment) Mill Creek

in consecutive (monthly) (~~weekly~~) installments of $ 30.00 each, which shall severally become due and payable on the third day of each and every (month) (week) beginning with the first installment due on the third day of December, 19 52,

Interest at 6 % per annum on present unpaid balance of purchase price ..... $ 1,100.00

Annual Ground Rent (if any) ..... $ None

Present Annual Taxes ..... $ 8.86

Estimated Annual Water Rent ..... $ None

Insurance Premiums ..... $ 5.16

Other Public Charges, as follows: ..... $ None

Said installment payments shall first be applied by the Seller, as provided in Chapter 596 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.

Seller agrees that Buyer shall have the right to accelerate any or all installment payments.

Collateral security (if any) taken for vendee's obligation under this contract:

Filed 23 Aug., 1954.

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It is understood and agreed that at any time during the life of this contract, upon thirty days written notice and demand by the Seller, Buyer shall accept a conveyance of the premises, pay the customary transfer charges, and execute a purchase money mortgage or mortgages to the Seller, or to a mortgagee or mortgagees procured by the Seller, in the amount of the unpaid principal balance then owing under this contract, said mortgage or mortgages to contain the provisions and covenants set forth in Section 119 (6) of Chapter 596 of the Laws of Maryland, 1951. Payments under such mortgage or mortgages shall not be in excess of the periodic payments required under this contract. When any mortgage or mortgages is executed pursuant to the Seller's demand under this paragraph, Buyer shall be liable for the expenses set forth in said Section 119 (6) of said Chapter 596, and the deed and mortgage or mortgages executed pursuant to this paragraph shall entirely supersede this contract.

The Seller shall have the right at all times to mortgage the property and to maintain a mortgage or mortgages thereon in accordance with the provisions of Section 119 (5A) of Chapter 596 of the Laws of Maryland, 1951.

Any such mortgage or mortgages executed under the provisions of this paragraph shall be for such term as may be required to amortize completely said principal sum, together with interest at the rate of..... per cent per annum (not more than six per cent per annum), and the expenses as described herein, upon the payment of periodic amounts not greater than those required under this contract.

The Buyer agrees:

1. To keep the premises in good order and in as good condition as when received, the natural wear and decay of the property excepted.
2. That he will not assign or transfer this agreement without the written consent of the Seller.
3. That all necessary alterations or repairs shall be made by him at his own expense.
4. That he will make the payments provided hereunder when and as they become due.
5. That he will not do, suffer or permit anything to be done in or about the premises which will contravene the policies of insurance against loss by fire.
6. That he will not use or permit the use of the premises for purposes other than those of a dwelling.
7. That he will not rent the premises in whole or part without first obtaining the written consent of the Seller.
8. That he will comply with all local and other laws and regulations governing occupancy and use of the said premises.

Said property has been inspected by Buyer prior to the date of this contract and Buyer accepts it in its present condition. There are no collateral understandings or agreements as to any repairs, alterations, or additions to be now or hereafter made by the Seller.

AND upon payment as above provided of the unpaid purchase money, a deed for the property containing covenants of special warranty and further assurance, shall be executed at the Buyer's expense by the Seller, which shall convey the property to the Buyer. Title to be good and merchantable, free of liens and encumbrances except as specified herein and except: Use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the sub-division in which the property is located, and publicly recorded easements for public utilities above ground and any other easements which may be observed by an inspection of the property. The herein described property is to be held at the risk of the Seller until legal title has passed or right of possession has been given.

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of , at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

It is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to protect all parties hereto, as their interests may appear, and continue said insurance in force during the life of this Contract, at the expense of the Buyer.

DEFAULT: Failure of Buyer to make payments as herein provided or to abide by and perform all the terms, covenants, conditions and obligations of this contract shall constitute a default, and shall, in addition to other remedies provided by law, entitle the Seller to make a sale of the property in accordance with the provisions of Sec. 122 of said Chapter 596, Laws of Maryland, 1951. Said Buyer hereby assents to the passing of a decree by the Circuit Court of Baltimore City or the Circuit Court Number Two of Baltimore City, or by the Circuit Court for the County in which the property is located, for a sale of said property in accordance with the provisions of said Sec. 122 of Chapter 596, Laws of Maryland, 1951. And upon any sale of said property under the powers hereby granted, the proceeds shall be applied as follows, to wit: 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 property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; second, to the extinguishment of all claims of the Seller herein, his, its, or their heirs, executors, administrators, successors, or assigns, whether the same shall have then matured or not, and third, the balance, if any, to the Buyer herein, his or their heirs, executors, administrators, or assigns.

This Contract contains the final and entire Agreement between the parties hereto, and neither they nor their Agents shall be bound by any terms, conditions or representations not herein written; time being of the essence of this Agreement. Cost of all documentary stamps required by law shall be divided equally between the parties hereto.

**Witness** in duplicate the hands and seals of the parties hereto the day and year first above written.

## NOTICE TO BUYER

**You are entitled to a copy of this contract at the time you sign it.**

John [illegible] TOS — Witness — Walter F. Lee Woods — Seller's Signature (SEAL)

John [illegible] TOS — Witness — Dalsy B. Lee Woods — Seller's Signature (SEAL)

Date signed by Seller Nov. 3 19 52

John [illegible] TOS — Witness — Robert B. Lucas — Buyer's Signature (SEAL)

Witness — Buyer's Signature (SEAL)

Date signed by Buyer Nov. 3 19 52

## RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this 3rd day of Nov 19 52

John [illegible] TOS — WITNESS — Robert B. Lucas — Buyer

WITNESS — Buyer

3

liber 80 page 35

WE HEREBY assign the within Land Installment Contract to John H. Hopkins, IV, for purpose of foreclosure in accordance with the provisions of Section 123 of Article 21 of the Annotated Code of Maryland, 1951 Edition.

WITNESS our hands and seals this 18th day of August, 1954.

WITNESS:

Nettie Fleetwood (SEAL)

Margaret B. Hendrix

John Fleetwood (SEAL)

Form 3811
Rev. 1-52

# RETURN RECEIPT

*Received from the Postmaster the Registered or Insured Article, the number of which appears on the face of this Card.*

1 Robert B Lucas
*(Signature or name of addressee)*

2 Martha Lucas
*(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)*

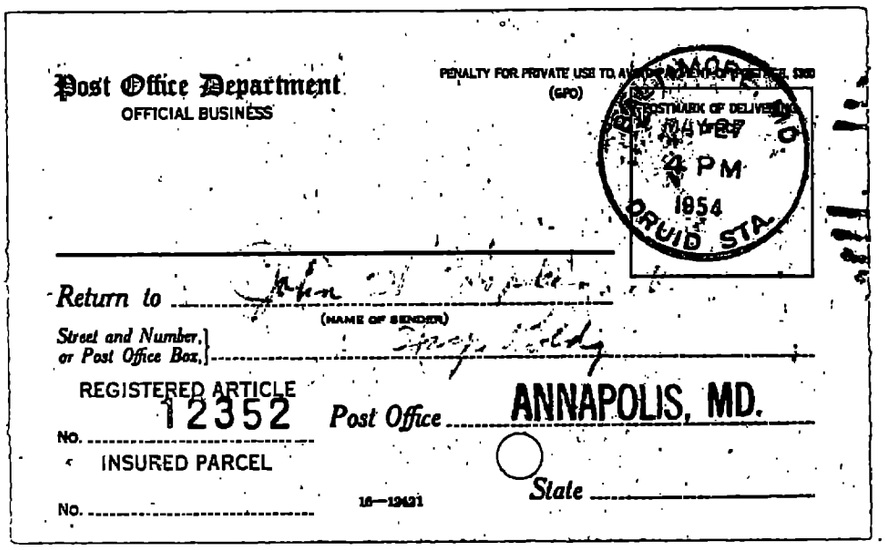
*Date of delivery* 5/27, 19 54

Exhibit

U. S. GOVERNMENT PRINTING OFFICE 16—73431-2

Filed 23 Aug. 1954

LIBER 90 PAGE 35



**Post Office Department**
OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, $300
(GPO)

POSTMARK OF DELIVERING
BALTIMORE, MD.
MAY 27
4 PM
1954
DRUID STA.

Return to John [illegible]
(NAME OF SENDER)

Street and Number, or Post Office Box, [illegible]

REGISTERED ARTICLE
No. 12352

Post Office ANNAPOLIS, MD.

INSURED PARCEL
No.

State

16—12421

JOHN H. HOPKINS IV
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

TELEPHONE 3551

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on May 24, 1954, I, as Attorney for the Vendors, Nettie Fleetwood and John Fleetwood, her husband, mailed by registered mail, return receipt requested, to the Vendee, Robert B. Lucas, at 1520 Retreat Street, Baltimore 17, Maryland, a notice in writing of the intention of the Vendors to terminate the Land Installment Contract as provided by Section 121 of Article 21 of the Annotated Code of Maryland, 1951 Edition, a copy of said letter being attached hereto along with return receipt showing said notice was delivered on May 27, 1954.

John H. Hopkins, IV

SWORN AND SUBSCRIBED TO before me this 18th day of August, 1954.

MARGARET B. HENDRIX NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Margaret B. Hendrix, Notary Public

7

Filed 23 Aug, 1954

May 24th, 1954

REGISTERED
RETURN RECEIPT REQUESTED

Mr. Robert B. Lucas
1520 Retreat Street
Baltimore 17, Maryland

Dear Mr. Lucas:

In accordance with Section 120 of Chapter 596 of the Laws of Maryland 1951, you are hereby notified that you are now $217.00 in arrears on your installment purchase contract of Lot No. 2 on the Plat made by J. Carson Boush, Surveyor, dated June 26, 1923, and recorded among the Land Records of Anne Arundel County with a deed from Charles Fleetwood, widower, to Elsie Smith dated August 18, 1923, and recorded among the aforesaid Land Records in Liber W.N.W. No. 80, Folio 108, from Nettie Fleetwood and her husband dated November 3, 1952.

You are also hereby notified that your contract shall terminate on July 10, 1954, unless prior thereto you shall have complied with all the terms and conditions in regards to the default under your contract.

Very truly yours,

John H. Hopkins, IV

JHH:mh

Exhibit
Filed 23 Aug., 1954.

LIBER 90 PAGE 41

No. 11,098 Equity

STATEMENT OF THE CLAIM OF NETTIE FLEETWOOD AND JOHN FLEETWOOD, HER HUSBAND, UNDER THE LAND INSTALLMENT CONTRACT TO THEM FROM ROBERT B. LUCAS, SINGLE, DATED NOVEMBER 3, 1952.

| | |
|---|---|
| BALANCE DUE November 3, 1952 | $1,100.00 |
| FIRE INSURANCE PREMIUM 11/5/52 to 11/5/54 | 10.32 |
| COUNTY & STATE TAXES 1953 - 1954 | 23.72 |
| INTEREST 11/3/52 to 8/3/54 | 104.34 |
| | $1,238.38 |
| CREDIT - Total payments made by Vendee | 218.00 |
| BALANCE DUE | $1,020.38 |

Nettie Fleetwood

John Fleetwood

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 18th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared the above-named Nettie Fleetwood and John Fleetwood, her husband, and made oath in due form of law that the foregoing is a true statement of the amount remaining due them on their Land Installment Contract dated November 3, 1952, with Robert B. Lucas, and that they have not received any security or satisfaction therefor other than the Land Installment Contract herein referred to.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix, Notary Public

Filed 23 Aug., 1954.

LIBER 90 PAGE 42

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No: 11,098 Equity

# B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, John H. Hopkins, IV, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIFTEEN HUNDRED DOLLARS,($1,500.00) in 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 twenty-third day of September, 1954.

WHEREAS by virtue of a power of sale contained in a land installment contract from Robert B. Lucas to Nettie Fleetwood and John Fleetwood, her husband, bearing date on or about November 3, 1952, the said John H. Hopkins, IV is authorized and empowered to make sale of the property described in said land installment contract, in case default should be made in the payment of the principal debt secured by said land installment contract or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said John H. Hopkins, IV, is about to execute said power and make sale of the property described as aforesaid in said land installment contract;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John H. Hopkins, IV 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 land installment/contract 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

Virginia S. Hubbard
Virginia S. Hubbard as to both

John H. Hopkins, IV (L.S.) SEAL
John H. Hopkins, IV, Principal

GLOBE INDEMNITY COMPANY, a body corporate,
BY Margaret B. Hendrix
Margaret B. Hendrix, Attorney-in-fact.

Surety

Approved this 23 Sept, 1954
John H. Hopkins, 3rd, Clerk
Filed 23 Sept, 1954

10

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

# ASSIGNEE'S SALE

## OF VALUABLE

# Improved Real Estate

By virtue of the power of sale contained in a Land Installment Contract dated November 3, 1952, from Robert B. Lucas, single, and filed in No. 11,098 Equity in the Circuit Court for Anne Arundel County, said contract being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

## Tuesday, September 28th, 1954

**AT 10 O'CLOCK, A.M.**

the following property:

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, containing Thirty-three One-hundreths (0.33) of an acre of land, more or less, and being designated as Lot No. TWO (2) on the plat made by J. Carson Boush, Surveyor, dated June 26, 1923, and recorded among the Land Records of Anne Arundel County with the deed from Charles Fleetwood, widower, to Elsie Smith, dated the 18th day of August, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 80, Folio 108, said lot having a frontage of 80 feet on a road 10 feet wide as shown on said plat, and extending back 204.5 feet on said road, with the use thereof in common. Being the same property conveyed to Nettie Fleetwood and John Fleetwood, her husband, by deed dated January 24, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 670, Folio 149. This property is improved by a frame bungalow.

TERMS OF SALE: A deposit of Two Hundred Dollars ($200.00) will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6%) per cent per annum, to be paid in cash on ratification of sale:

TAXES, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV.,
ASSIGNEE,
15 SCHOOL STREET,
ANNAPOLIS, MARYLAND

11 Filed 28 Sept., 1954

LIBER 90 PAGE 44

PURCHASER'S AGREEMENT

I hereby certify that I have this 28th day of September, 1954, purchased the property mentioned in these proceedings from John H. Hopkins, IV, Assignee, for the sum of Eight Hundred and no/100 ——— Dollars, and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

TEST:

John H. Hopkins IV
John H. Hopkins, IV

Nettie Fleetwood
Nettie Fleetwood, Purchaser

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 28th day of September, 1954, sold the property mentioned in these proceedings to Nettie Fleetwood & John Fleetwood, for the sum of Eight Hundred and no/100 ——— Dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

John H. Hopkins IV
John H. Hopkins, IV

George W. Scible
George W. Scible, Auctioneer

Filed 28 Sept., 1954

LIBER 90 PAGE 45

| | | |
|---|---|---|
| NETTIE FLEETWOOD and JOHN FLEETWOOD, her husband | * | IN THE CIRCUIT COURT |
| | * | FOR |
| vs. | * | ANNE ARUNDEL COUNTY |
| ROBERT B. LUCAS, single | * | NO. 11,098 EQUITY |

* * * * * * * * * *

REPORT OF SALE

OF

REAL PROPERTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of John H. Hopkins, IV, Assignee, respectfully shows:

1. That, whereas by virtue of a power of sale contained in Land Installment Contract dated November 3, 1952, from Robert B. Lucas, single, and filed in No. 11,098 Equity in the Circuit Court for Anne Arundel County, said Contract being in default, the said John H. Hopkins, IV, Assignee, in pursuance of the power and authority vested in him by said Contract, having given bond as security for the faithful performance of his trust, and having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for four successive weeks before the day of sale, and having complied with all the other prerequisites mentioned in said Land Installment Contract and as required by law, did by virtue of said power of sale and pursuant to said notice attend at the Court House door in the City of Annapolis, Maryland, on Tuesday, September 28, 1954, at ten o'clock A.M., and did then and there proceed to sell said property in the manner following, that is to say:

The said Assignee offered at public sale to the highest bidder the property mentioned in said Land Installment Contract, and being more particularly described as follows:

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, containing thirty-three One-hundreths (0.33) of an acre of land, more or less, and being designated as Lot No. TWO (2) on the plat made by J. Carson Boush, Surveyor, dated June 26,

13

Filed 28 Sept., 1954

1923, and recorded among the Land Records of Anne Arundel County with the deed from Charles Fleetwood, widower, to Elsie Smith, dated the 18th day of August, 1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 80, Folio 108, said lot having a frontage of 80 feet on a road 10 feet wide as shown on said plat, and extending back 204.5 feet on said road, with the use thereof in common. Being the same property conveyed to Nettie Fleetwood and John Fleetwood, her husband, by deed dated January 24, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 670, Folio 149.

And the said Assignee sold the above described property to Nettie Fleetwood and John Fleetwood, her husband, for the sum of Eight Hundred Dollars ($800.00), being at that sum the highest bidder therefor, and said purchasers have complied with the terms of sale.

Respectfully submitted,

John H. Hopkins, IV, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 28th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John H. Hopkins, Assignee, and made oath in due form of law that the matters and things set forth therein 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.

Margaret B. Hendrix, Notary Public

14

LIBER 90 PAGE 47

# ORDER NISI

Nettie Fleetwood and
John Fleetwood, her husband

versus

Robert B. Lucas, single

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,098 Equity

Ordered, this 28 day of September, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John H. Hopkins, IV, Assignee, ~~Trustee,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 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 8 day of November next.

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

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 28 Sept., 1954.

(Final Order)

Nettie Fleetwood and
John Fleetwood, her husband

versus

Robert B. Lucas, single

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of November, 1954, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 9 Nov., 1954.

## ASSIGNEE'S SALE

OF VALUABLE IMPROVED REAL ESTATE

By virtue of the power of sale contained in a Land Installment Contract dated November 3, 1952, from Robert B. Lucas, single, and filed in No. 11,098 Equity in the Circuit Court for Anne Arundel County, said contract being in default, I will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

**TUESDAY, SEPTEMBER 28TH, 1954, AT 10 O'CLOCK A. M.**

the following property:

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, containing Thirty-three One-hundredths (0.33) of an acre of land, more or less, and being designated as Lot No. TWO (2) on the plat made by J. Carson Boush, Surveyor, dated June 26, 1923, and recorded among the Land Records of Anne Arundel County with the deed from Charles Fleetwood, widower, to Elsie Smith, dated the 18th day of August, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 80, Folio 108, said lot having a frontage of 80 feet on a road 10 feet wide as shown on said plat, and extending back 204.5 feet on said road, with the use thereof in common. Being the same property conveyed to Nettie Fleetwood and John Fleetwood, her husband, by deed dated January 24, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 670, Folio 149. This property is improved by a frame bungalow.

TERMS OF SALE: A deposit of Two Hundred Dollars ($200.00) will be required of the purchaser on the day of sale, balance of purchase money, including interest at the rate of six (6%) per cent per annum, to be paid in cash on ratification of sale.

TAXES, insurance and all other assessments to be adjusted to the day of sale.

For further particulars, inquire of the undersigned.

JOHN H. HOPKINS, IV.,
ASSIGNEE,
15 SCHOOL STREET,
ANNAPOLIS, MARYLAND.

GEORGE W. SCIBLE,
Auctioneer,
Annapolis, Maryland. s-23

16

*Maryland Gazette*

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

Assignee's Sale

Robert B. Lucas.

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 24th day of September, 1954. The first insertion being made the 2nd day of September, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 29 Sept., 1954.

LIBER 30 PAGE 49

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

Order Nisi - Sale - Eq. 11098

Robert B. Lucas

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of November, 1954. The first insertion being made the 7th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 9 Nov., 1954

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,098 Equity

NETTIE FLEETWOOD and JOHN FLEETWOOD, her husband

Vs.

ROBERT B. LUCAS, single

Ordered, this 28th day of September, 1954. That the sale of the Property in these Proceedings mentioned, made and reported by John H. Hopkins, IV, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of November next.

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

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

0-28

No. M. G. 2639

1"

LIBER 90 PAGE 50

*In the Case of*

Nettie Fleetwood
and
John Fleetwood, her husband
vs.
Robert B. Lucas, Single

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 10,098 Equity

*To the Honorable, the Judges of said Court:*

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

December 4, 1954

All of which is respectfully submitted.

Laura V. Fahlsing
Auditor.

18

Filed 6 Dec., 1954.

Dr. Nettie Fleetwood and John Fleetwood, her husband, vs. Robert B. Lucas, single

in ac.

| | | | | |
|---|---|---|---|---|
| To Assignee for Commissions, viz: | 49 | 00 | 49 | 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 | 37 | 52 | | |
| Capital-Gazette Press - handbills | 11 | 28 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| Globe Indemnity Co. - bond premium | 10 | 00 | | |
| George W. Scible - auctioneer's fee | 10 | 00 | | |
| One-half Federal documentary stamps | | 55 | | |
| One-half State documentary stamps | | 55 | | |
| Margaret B. Hendrix - notary fees | 1 | 50 | 85 | 40 |
| To Nettie Fleetwood and John Fleetwood, her husband, sellers of the property described in the contract of sale filed in these proceedings - this balance | 630 | 85 | 630 | 85 |
| | | | 803 | 00 |
| Amount of Sellers' claim filed | 1,020 | 38 | | |
| Cr. Amount allowed above | 630 | 85 | | |
| Balance due | 389 | 53 | | |

19

with John H. Hopkins, IV, Assignee

| | | | Dr. | | Cr. | |
|---|---|---|---|---|---|---|
| 1954 | | | | | | |
| Sept. | 28 | Proceeds of Sale | 800 | 00 | 800 | 00 |
| | | Refund 1954 State and County taxes ($11.62- adjusted), viz: | 3 | 00 | 3 | 00 |
| | | | | | 803 | 00 |

**ORDER NISI** LIBER 90 PAGE 53

Nettie Fleetwood and
John Fleetwood, her husband
VERSUS
Robert B. Lucas,
Single

# In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,098 Equity.

ORDERED, This 6 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 10 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 10 day of January next.

Filed 6 Dec., 1954. John H. Hopkins, 3rd, Clerk.

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 17th day of January, 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

Filed 17 Jan., 1955.

21

LIBER 90 PAGE 54 OFFICE OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1955

We hereby certify, that the annexed

Order Nisi - Auditor's Acct. Eq. 11098

Robert B. Lucas

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 10th day of January, 1955. The first insertion being made the 1st day of December, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. M. G. 3814

22

Filed 17 Jan., 1955.

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,098 Equity

NETTIE FLEETWOOD and JOHN FLEETWOOD, her husband

Vs.

ROBERT B. LUCAS, Single

Ordered, this 6th 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 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-23

| | | |
|---|---|---|
| EDWARD L. DEAL, AS EXECUTOR AND ONE OF THE DEVISEES AND LEGATEES OF THE LAST WILL AND TESTAMENT OF NETTIE L. WALTON, DECEASED.<br>3704 Beech Avenue<br>Baltimore 11, Maryland | * | |
| VS. | * | IN THE<br>CIRCUIT COURT |
| MARY KATHERINE GERSTLE, ONE OF THE DEVISEES AND LEGATEES OF THE LAST WILL AND TESTAMENT OF NETTIE L. WALTON, DECEASED.<br>2828 North Calvert Street<br>Baltimore 18, Maryland | * | FOR<br>ANNE ARUNDEL COUNTY |
| RUTH A. DEAL, ONE OF THE DEVISEES AND LEGATEES OF THE LAST WILL AND TESTAMENT OF NETTIE L. WALTON, DECEASED.<br>3704 Beech Avenue<br>Baltimore 11, Maryland | * | IN EQUITY<br>No. 11,060 |

* * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Bill of Complaint of Edward L. Deal, Executor and one of the Devisees and Legatees of the Last Will and Testament of Nettie L. Walton, deceased, (also referred to as Nettie M. Walton) respectfully shows unto your Honors:

1. That Nettie L. Walton, late of Anne Arundel County, State of Maryland, departed this life on the 20th day of October, 1953, in Anne Arundel County, State of Maryland, leaving a Last Will and Testament.

2. That Edward L. Deal, the Complainant, has duly qualified as Executor and is one of the Devisees and Legatees of the Last Will and Testament of the said Nettie L. Walton, (also referred to as Nettie M. Walton) a certified copy of his Letters Testamentary being filed herewith marked "Complainant's Exhibit No. 1" and is prayed to be taken as part hereof.



Filed 13 July, 1954

3. That the late Nettie L. Walton (also referred to as Nettie M. Walton) left personal property consisting of certain chattels which have been appraised in accordance with the inventory of personal property in the amount of $185.00.

That the said Nettie L. Walton (also referred to as Nettie M. Walton) left no other personal property but she left real estate in Anne Arundel County, Maryland, which in accordance with the inventory of real estate has been appraised at $5,000.00. The said real estate is part of a tract of land described in a deed dated the 6th day of April, 1912, by and between Isaac Kirby, widower of the first part and Nettie Lee Walton, widow of the second part, said land described in said deed being situated on the North side of the Severn River in the Third Election District of Anne Arundel County, containing 30 acres of land, more or less, said deed being recorded among the Land Records of Anne Arundel County in Liber G. W. #94, Folio 62, and said land is described as follows:

Beginning for the same at a point in the center of the main-road leading from Baltimore to Annapolis where it is intersected by the first or North eighteen and one quarter degrees east one hundred and sixty perches line of the land which by deed dated February 5th, 1851 - and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No-5- folio 412 - was conveyed by Alexander Randall to Gustavus R. Hillert - and running thence with and bounding on said line north twenty-one and one half degrees east sixty feet to a stone at the end of said line - thence bounding on the second line said land North eighteen and three quarters degrees east one thousand seven hundred and eighty three feet and eight inches to a stone at the beginning of the land which by deed dated October 20th 1902 - and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 30 folio 240 - was conveyed by Joseph T. Brenan to Charles and Charity Hatch, and running thence bounding on the last line of said reversely North sixty eight and three quarters degrees



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West seven hundred and forty-one feet - thence running for a line of division South seventeen and three quarters degrees West one thousand eight hundred and twenty-eight feet and six inches to the center of the aforesaid main road, thence bounding on the center of said road south sixty-four and one-quarter degrees east two hundred and fifty-four feet South sixty-five and one-quarter degrees east three hundred and thirty feet, and south seventy-three and one-quarter degrees east ninety-five feet and nine inches to the place of beginning, containing thirty acres of land, more or less.-

That a certified copy of the deed to the decedent dated the 6th day of April, 1912, is filed herewith marked "Complainant's Exhibit No. 2" and is prayed to be taken as part hereof.

That since the deed of April 6, 1912 aforesaid, the late Nettie Lee Walton conveyed portions of the land described in said deed by the following conveyances:

(1) Deed from Nettie Lee Walton, widow, to James M. Saffield and Lucy H. Saffield, dated June 15, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. #108, Folio 404.

(2) Deed from Nettie Lee Walton, unmarried, and Lewis C. Brenan, single to Thomas Beall and Alda Beall, dated November 26, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #390, Folio 154.

(3) Deed from Nettie L. Walton, widow, to Elwood Keyser and Mildred Keyser, dated November 6, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #442, Folio 444.

(4) Deed from Nettie Lee Walton, widow, to Frank G. C. Martin and Minnie K. Martin, dated July 14, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #530, Folio 105.



3

That for the purposes of these proceedings, the land involved herein is that which remained in the late Nettie L. Walton after the conveyances aforesaid.

That there is outstanding and due by the estate of the late Nettie L. Walton, the following:

| | |
|---|---|
| (1) Dr. James Billingslea | $ 48.00 |
| (2) Burgee Funeral Home - Funeral Bill for Nettie L. Walton | 537.00 |
| (3) Will & Giese Fire Insurance | 41.40 |
| (4) Capital-Gazette Press, Inc., Notice to Creditors | 8.00 |
| (5) Globe Indemnity - bond of Executor | 10.00 |
| (6) Register of Wills for Anne Arundel County - costs to Mar. 3, 1954 | 11.60 |
| (7) William H. Riley and Edward M. C. Brady, for appraisal of Nettie L. Walton's Estate | 25.00 |

That there is also a claim due to the Gas & Electric Company and there may be other claims.

That under the terms of the Last Will and Testament of the said Nettie L. Walton, the Estate of the said decedent is devised and bequeathed as follows:

"FIRST: I give, devise and bequeath all my estate and property, of every kind, character and description, real, personal and mixed, unto my sister, MARY KATHERINE GERSTLE, for and during the term of her natural life, provided she is living at the time of my death; and at and upon her death, or in the event of her death prior to my death, then I give, devise and bequeath all said estate and property unto EDWARD L. DEAL and RUTH A. DEAL, his wife, their heirs and assigns, absolutely.

SECOND: I hereby constitute and appoint EDWARD L. DEAL to be the Executor of this, my Last Will and Testament, and request that he be excused from the necessity of giving bond, except as may be required by law."

That a copy of said will is filed herewith marked "Complainant's Exhibit No. 3" and is prayed to be taken as part hereof.

5. That Section 254 of Article 16 of the Code of Public General Laws of Maryland (1951 Edition) provides:

"Where any person dies, or shall have died, leaving any real estate in possession, remainder or reversion, and not leaving personal estate sufficient to pay his debts and costs of administration, the Court, on any suit, instituted by any of his creditors, or by the executor, administrator or other personal representative of said decedent,



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may decree that all the real estate of such person, or so much thereof as may be necessary, shall be sold to pay his debts; and the funeral expenses of the decedent, to be allowed in the discretion of the Court according to the condition and circumstances of the decedent, not to exceed three hundred dollars, except by special order of Court, and provided the estate of the dececent be solvent, shall be considered the debt of said decedent, and in the distribution of the proceeds arising from any sale under this section, the claim for funeral expenses shall take priority to all claims of common creditors of the deceased. This section to apply to all cases where the heirs or devisees are residents or non-residents, or are of full age, or infants, or of sould mind, or non compos mentis, and to cases where the parties left no heirs or where it is not known whether he left heirs or devisees, or , if the heirs or devisees be unknown and if there be no heirs the State's Attorney shall appear to the bill."

6. That is it obvious that the said Nettie L. Walton died leaving real estate but not leaving personal estate sufficient to pay her debts and costs of administration, and that in order to pay the debts and costs of administration of the estate of the said Nettie L. Walton, it will be necessary to sell the real estate described in Paragraph 3 of this Bill of Complaint.

TO THE END THEREFORE:

(a) That this Honorable Court may pass a decree in accordance with the provisions of Section 254 of Article 16 of the Code of Public General Laws of Maryland for the sale of the property mentioned in paragraph 3 of this Bill of Complaint as the decedent died leaving personal property insufficient to pay her debts and costs of administration.

(b) And for such other further relief as circumstances of this case may require.

AND AS IN DUTY BOUND, ETC.

Edward L. Deal

Edward L. Deal, Executor and one of the Devisees and Legatees of the Last Will and Testament of Nettie L. Walton, Complainant.

I. William Schimmel

I. William Schimmel, Esquire
10 East Fayette Street
Baltimore 2, Maryland

Ginsberg & Ginsberg

Ginsberg & Ginsberg
914-916 Garrett Building
Baltimore 2, Maryland

Solicitors for Complainant



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STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I hereby certify that on this 9 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 Edward L. Deal, Executor and one of the Devisees and Legatees of the Last Will and Testament of Nettie L. Walton, deceased and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

AS WITNESS MY HAND AND NOTARIAL SEAL.

JOSEPH J. HASSELHOFF NOTARY PUBLIC CITY OF BALTIMORE MD.

Joseph J. Hasselhoff
Notary Public

Maryland, Set. LIBER 30 PAGE 61

# The State of Maryland

**To All Persons To Whom These Presents Shall Come — Greeting:**

KNOW YE, that the LAST WILL AND TESTAMENT of Nettie F. Walton

late of ANNE ARUNDEL COUNTY, deceased, hath in due form of Law been exhibited, proved and recorded, in the office of REGISTER OF WILLS for ANNE ARUNDEL COUNTY, a copy of which is to these presents annexed, and administration of the goods, chattels and credits of the deceased, is hereby granted and committed unto

Edward L. Deal the Executor

by the said Will appointed.

*Witness* Owen E. Owens Chief Judge of the Orphans' Court of Anne Arundel County, this 9th day of November in the year of our Lord, one thousand nine hundred and fiftythree.

TEST: P Glenn Proctor

*Register of Wills, Anne Arundel County.*

11,060 Eq
Dealer's Certificate
2,000—8-30—M & T.

Complainant's Exhibit No. 1.
Filed 13 July, 1954. Refiled 7 Sept., 1954.
Examiner's Exh. 4

THis Deed made this 6th day of April, 1912- by and between Isaac Kirby, widower, of Anne Arundel County, State of Maryland, of the first part; and Nettie Lee Walton, widow of the City of New York, in the State of New York, of the Second part,-

Witnesseth, that for and in consideration of the sum of Five Dollars, and other good and valuable consideration,s, the receipt of which is hereby acknowledged, the said Isaac Kirby does grant and convey unto the said Nettie Lee Walton, her heirs and assigns, in fee simple, all that tract or parcel-of land situated on the north side of the Severn River, in the THird Election District of Anne Arundel County, Maryland, which is described as follows;-

Beginning for the same at a point in the center of the main-Road leading from Baltimore to Annapolis where it is intersected by the first or North eighteen and one quarter degrees east one hundred and sixty perches line of the land which by deed dated February 5th, 1851- and recorded among the Land Records of Anne Arundel County in-Liber J.H.N.-No-5- folio 412- was conveyed by Alexander Randall to Gustavus R. Hillert- and running thence with and bounding on said line north twenty-one and one half degrees east sixty feet to a stone at the end of said line-thence bounding on tHe second line of said land North eighteen and three quarters degrees east one thousand seven hundred and eighty three feet and eight inches to a stone at the beginning of the land which by deed dated October 20th 1902- and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 30 folio 240- was conveyed by Joseph T. Brenan to Charles and Charity Hatch, and running thence bounding on the last line of said reversely North sixty eight and three quarters degrees West seven hundred and forty one feet-thence running for a line of division South seventeen and three quarters degrees west one thousand eight hundred and twenty-eight feet and six inches to the center of the aforesaid main road, thence bounding on the center of said road

11,060 Eq
Deale v Gerstle
Examiner's Exh. 1
E. Clausens
Examiner



Complamant's Exhibit No. 2.
Filed 13 July, 1954.
Refiled 7 Sept., 1954.

south sixty four and one-quarter degrees east two hundred and fifty-four feet South sixty-five and one quatre degrees east three hundred and thirty feet, and south seventy three and one-quarter degrees east ninety five feet and nine inches to the place of beginning, containing thirty acres of land, more or less.-

The land hereby conveyed being a part of the same tract, containing two hundred and seventy three and three quarters acres, more or less, which was conveyed to Joseph T. Brenan by William J-Bennet, and others, by deed dated February 24th-1898- and recorded among the Land Records of Anne Arundel County in Liber G.W.No. 9-folio 141- and the same piece or parcel of land by which by deed dated July 9th 1909, and recorded among, the Land Records of Anne Arundel County in Liber G.W.No. 67-folio 416- was conveyed by the said Joseph T--Brenan to the said Isaac Kirby-

Together with the improvements thereon and all the rights, and appurtenances thereto belonging or in anywise appertaining.-

To Have and To Hold the said tract of land and premises, together with the said rights and appurtenances, unto the said Nettie Lee Walton, her heirs and assigns, in fee simple.-

And the said Isaac Kirby does hereby covenant that he will warrant specially the property hereby conveyed, and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of the said grantor.-

Witness ; Elsie Riefuer;- Isaac Kirby- (Seal)

State of Maryland, Balto-City-to-wit ;-

I hereby certify that on this 6th day of April 1912- before me the subscriber, a Notary Public of City of Balto- in the State of Maryland, personally appeared Isaac Kirby, the Grantor named in the aforegoing Deed, and acknowledged the aforegoing Deed to be his act-

Witness my hand and Seal.-

(Notary's Seal) Elsie Riefuer, Notary Public-

Commission expires 6th May- 1912

Recorded 16th April 1912-



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LIBER 90 PAGE 64

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 94 folio 62, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 1 day of July A. D., 1954.

John H. Hopkins 3rd

John H. Hopkins, 3rd Clerk.



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LIBER 90 PAGE 65

LAST WILL AND TESTAMENT OF

NETTIE M. WALTON

I, NETTIE M. WALTON, of Anne Arundel County, State of Maryland, being of sound and disposing mind, do hereby make, publish and declare this my Last Will and Testament, hereby revoking all other and former Wills and Codicils by me heretofore made, in manner and form following, that is to say:

After the payment of all my just debts and funeral expenses, I give, devise and bequeath all of my estate and property as follows:

FIRST: I give, devise and bequeath all my estate and property, of every kind, character, and description, real, personal and mixed, unto my sister, MARY KATHERINE GERSTLE, for and during the term of her natural life, provided she is living at the time of my death; and at and upon her death, or in the event of her death prior to my death, then I give, devise and bequeath all said estate and property unto EDWARD L. DEAL and RUTH A. DEAL, his wife, their heirs and assigns, absolutely.

SECOND: I hereby constitute and appoint EDWARD L. DEAL to be the Executor of this, my Last Will and Testament, and request that he be excused from the necessity of giving bond, except as may be required by law.

IN WITNESS WHEREOF, I hereunto set my hand and affix my seal this _____ day of September, 1946.

_____ (SEAL)
Testatrix

Signed, sealed, published and declared by Nettie M. Walton, the above-named Testatrix, as and for her Last Will and Testament in the presence of us, who, at her request, in her presence, and in the presence of each other, have hereunto subscribed our names as witnesses to the same.

11,060 Eq
Deal - Gerstle
Examiner's Exh. 2
E/Clawson
Examiner

_____ _____

_____ _____
Name Address

Complainant's Exhibit No. 3.
Refiled 7 Sept, 1954 Filed 13 July, 1954.

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EDWARD L. DEAL, ETC. *

VS. *

MARY KATHERINE GERSTLE, ET. AL. *

IN THE

CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

IN EQUITY
NO. 11,060

* * * *** * * *

ANSWER OF DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mary Katherine Gerstle, one of the Devisees and Legatees of the Last Will and Testament of Nettie L. Walton, deceased, to the Bill of Complaint filed herein against her, respectfully shows: -

That she admits all the allegations contained in said Bill of Complaint and consents to the passage of a decree for the sale of said real estate.

And having fully answered said Bill of Complaint, she prays to be dismissed with her proper cost.

And as in duty, Etc.

Mary Katherine Gerstle
Mary Katherine Gerstle

Jerome M. Asch
Solicitor for Defendant

Subscribed and sworn to before me on this 28th day of July 1954 AS WITNESS MY HAND AND OFFICIAL SEAL.

Joseph M. Hasselhoff
Notary Public (SEAL)

JOSEPH M. HASSELHOFF NOTARY PUBLIC BALTIMORE

11,060 -
Deal - Gerstle
Examiner's Exh. 7
E. Clowans 8/11/54

Filed 30 July, 1954.
Refiled 7 Sept., 1954.

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| | | |
|---|---|---|
| EDWARD L. DEAL, AS EXECUTOR AND ONE OF THE DEVISEES AND LEGATEES OF THE LAST WILL AND TESTAMENT OF NETTIE L. WALTON, DECEASED.<br>3704 Beech Avenue<br>Baltimore 11, Maryland | * | IN THE |
| vs. | * | CIRCUIT COURT |
| MARY KATHERINE GERSTLE, ONE OF THE DEVISEES AND LEGATEES OF THE LAST WILL AND TESTAMENT OF NETTIE L. WALTON, DECEASED.<br>2828 North Calvert Street<br>Baltimore 18, Maryland | * | FOR<br>ANNE ARUNDEL COUNTY |
| RUTH A. DEAL, ONE OF THE DEVISEES AND LEGATEES OF THE LAST WILL AND TESTAMENT OF NETTIE L. WALTON, DECEASED.<br>3704 Beech Avenue<br>Baltimore 11, Maryland | * | IN EQUITY<br>NO. 11,060 |

* ** * * * * *

ANSWER OF DEFENDANT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Ruth A. Deal, one of the Devisees and Legatees of the Last Will and Testament of Nettie L. Walton, deceased, to the Bill of Complaint filed herein against her, respectfully shows: -

That she admits all the allegations contained in said Bill of Complaint and consents to the passage of a decree for the sale of said real estate.

And having fully answered said Bill of Complaint, she prays to be dismissed with her proper cost.

And as in duty, Etc.

Ruth A. Deal
Ruth A. Deal, Defendant

Jerome M. Asch
Solicitor for Defendant

Subscribed and sworn to before me on this 28th day of July 1954

AS WITNESS MY HAND AND OFFICIAL SEAL.

Joseph M. Hasselhoff (SEAL)
Notary Public

11,060 E
Dennis V. Gerstle
Examiner's Exh. 6
8/11/54. E Clemmons
Filed 30 July, 1954. Refiled 7 Sept, 1954

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JEROME M. ASCH
ATTORNEY AT LAW
10 EAST FAYETTE STREET
BALTIMORE 2, MARYLAND

PLAZA 2-1526

August 16th,1954

Emanuel Klawans, Esquire
Towns-Worth Building
150 South Street
Annapolis, Maryland

RE: Deal
VS: Gerstle-No. 11060 Equity

Dear Mr. Klawans;

With regard to the testimony taken in the above matter, I hereby waive notice of the time and place of the taking of the testimony; also my presence and the right to cross-examine witnesses.

Very truly yours,

Jerome M. Asch

Jerome M. Asch

IWS/esb

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Filed 7 Sept., 1954.

| | | |
|---|---|---|
| EDWARD L. DEAL, | : | IN |
| PLAINTIFF | : | THE CIRCUIT COURT |
| VS. | : | FOR |
| MARY KATHERINE GERSTLE and RUTH A DEAL, | : | ANNE ARUNDEL COUNTY |
| DEFENDANTS | : | NO. 11,060 EQUITY |

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

August 11, 1954

Present:

Mr. Hyman Ginsberg, Solicitor for Complainant

Mr. I. William Schimmel, Solicitor for Defendants

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Assistant Court Stenographer

Witnesses:

Edward L. Deal, pages 2,3,4, and 5

Edna Earl Perry, pages 5,6,and 7

William H. Riley, pages 8 and 9

Edward M. C. Bradley, pages 9, 10 and 11

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Filed 7 Sept., 1954

Edward L. Deal, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. State your name and address, and occupation.

A. Edward L. Deal, 3704 Beech Avenue, Baltimore 11, Maryland, Purchasing Agent for General Administration, Washington, D.C.

2. Mr. Deal, you are the plaintiff in this proceeding?

A. Yes.

3. And you allege in your Bill of Complaint that you are the Executor and one of the Devisees and Legatees in the Will of the late Nettie L. Walton.

A. I am.

4. What was the relationship between you and the late Nettie L. Walton?

A. She was my aunt.

5. When did Nettie L. Walton die?

A. I think it was October 20th, 1953.

6. Did she die in Anne Arundel County?

A. Yes.

7. Did she leave a Last Will and Testament?

A. Yes.

8. Now, you have qualified as the Executor of the estate of the late Nettie L. Walton in Orphans Court of Anne Arundel County?

A. Yes.

9. You allege in your Bill of Complaint that your aunt left personal property consisting of certain chattels which have been appraised in accordance with the inventory of personal property in the amount of $185.00.

A. That is correct.

10. You also allege that your aunt, Nettie L. Walton, left no other personal property, is that correct?

A. That is correct.

11. You further allege that she left real estate in Anne Arundel County, which in accordance with the inventory of real estate

has been appraised at $5,000.00.

A. That is correct.

12. You further allege that the real estate is part of a tract land described in a deed dated the 6th day of April, 1912, by and between Isaac Kirby, widower of the first part and Nettie Lee Walton, widow of the second part, is that correct?

A. That's correct.

13. And the description of this land as acquired by the late Nettie L. Walton is set forth in the Bill of Complaint. You further allege that your aunt, the late Nettie L. Walton, sold off certain parts of this tract of land from time to time?

A. That is correct.

14. Now, you allege in your Bill of Complaint that since the deed of April 6th, 1912 when she acquired this tract of land, the late Nettie L. Walton conveyed portions of the land as follows:

(1) There was a deed from Nettie Lee Walton, widow, to James M. Saffield and Lucy H. Saffield, dated June 15, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. # 108, Folio 404.

(2) A deed from Nettie Lee Walton, unmarried, and Lewis C. Brenan, single to Thomas Beall and Alda Beall, dated November 26, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #390, Folio 154.

(3) A deed from Nettie L. Walton, widow, to Elwood Keyser and Mildred Keyser, dated November 6, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. #442, Folio 444.

(4) A deed from Nettie Lee Walton, widow, to Frank G. C. Martin and Minnie K. Martin, dated July 14, 1949, and recorded among the Land Records of Anne Arundel



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County in Liber J.H.H. #530, Folio 105.

Now, are these four tracts of land which I just mentioned tracts of land which were conveyed out of the land described in deed dated April 6th, 1912?

A. That is correct.

15. I now show you a certified copy of the deed dated April 6th, 1912 from Isaac Kirby, widower, of the first part and Nettie Lee Walton, widow, of the second part which you have filed as an exhibit with your Bill of Complaint. Is this the deed of which your late aunt acquired the tract of land originally?

A. That is the one.

(DEED RE-FILED HEREWITH MARKED EXAMINER'S EX. 1)

16. So that the property of this proceeding, the land with which we are concerned, is what remained in your aunt's possession after she made these four conveyances?

A. That is correct.

17. You have set forth in your Bill of Complaint that there is outstanding and due by the estate of the late Nettie L. Walton, the following claims:

| | | |
|---|---|---|
| (1) | Dr. James Billingslea | $48.00 |
| (2) | Burgee Funeral Home - Funeral Bill for Nettie L. Walton | 537.00 |
| (3) | Will & Giese Fire Insurance | 41.40 |
| (4) | Capital-Gazette Press, Inc. Notice to Creditors | 8.00 |
| (5) | Globe Indemnity - bond of Executor | 10.00 |
| (6) | Register of Wills for Anne Arundel County - costs to March 3, 1954 | 11.60 |
| (7) | William H. Riley and Edward M. C. Brady, for appraisal of Nettie L. Walton's Estate | 25.00 |

You have also alleged that there is a claim due to the Gas & Electric Company, and there may be other claims, is that correct?

A. That is correct.

18. And do I understand that the total amount of the personal

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estate with which you could pay these claims is only $185.00, so that you do not have enough personal assets in your hands to pay off all of the claims outstanding on the estate?

A. No, I do not.

19. Nor do you have enough to pay the cost of administration of the estate?

A. No.

20. I show you a copy of the Will of the late Nettie L. Walton, is that her Will?

A. That is her Will.

(COPY OF WILL RE-FILED MARKED EXAMINER'S EX.2)

21. And you have therefore filed this proceeding for a decree for the sale of the real estate which belonged to your late aunt, Nettie L. Walton, as of the time of her death so that you will be in a position to pay the debts and costs of administration?

A. Yes.

(Mr. Klawans)

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

Edward L. Deal

---

Edna Earl Perry, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. State your name and address.

A. Edna Earl Perry, Lothian, Maryland.

2. And you are from the Register of Wills office of Anne Arundel County?

A. Yes.

3. And you have been asked to produce all the papers in the estate of the late Nettie L. Walton, and also the Will of the late Nettie L. Walton. Now, is this the Will of the

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late Nettie L. Walton from your records?

A. This is the one we recorded.

Edna E. Perrie
Edna Earl Perrie

---

Mr. Ginsberg:

I wish to introduce that as the Last Will and Testament of the late Nettie L. Walton from the records of the Orphans Court of Anne Arundel County.

I wish to also call this to the attention of the Court. The Will is signed by Nettie L. Walton, the Testatrix, which was her correct name. There appears to be a typographical error in the body of the Will where the Testatrix is referred to as Nettie M. Walton. The Bill of Complaint specifically refers to her as Nettie L. Walton, deceased, also referred to as Nettie M. Walton.

(ORIGINAL WILL MARKED EXAMINER'S EX. 3)
returned to Orphans Court

---

Edward L. Deal, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. Mr. Deal, I show you the Last Will and Testament of your aunt, Nettie L. Walton, which is dated September 19, 1946, and is in evidence as Examiner's Ex.3. You will please note that in the typing of this Will she is referred to as Nettie M. Walton, but she signs it Nettie L. Walton, which is correct?

A. Nettie L. Walton is correct, it is Nettie Lee Walton really.

Edward L. Deal
Edward L. Deal

---

Edna Earl Perrie, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. This Will has been admitted for Probate in the Orphans Court?

A. Yes, it has been recorded.

2. You have also brought in the other papers in the file: (1) Petition for Letters Testamentary, (2) Information report, (3) Executor's bond, (4) Real Estate Inventory, (5) Petition to pay funeral bill.

A. Yes.

3. The Orphans Court granted Letters Testamentary in the estate of Nettie L. Walton to Edward L. Deal?

A. Yes.

4. Is this a certified copy of his Letters Testamentary?

A. It is.

(CERTIFIED COPY OF LETTERS TESTAMENTARY FILED HEREWITH MARKED EXAMINER'S EX. 4)

5. Did you produce Inventory Book No. 5 R.G.P. folio 234 in the estate of Nettie L. Walton showing the personal inventory in that estate?

A. Yes.

6. What is the amount of the personal inventory as shown by this book?

A. One Hundred Eighty Five Dollars ($185.00).

(PERSONAL INVENTORY MARKED EXAMINER'S EX.5)
returned to Orphans Court

(Mr. Klawans)

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

Edna E. Perrie
Edna Earl Perrie

---

Mr. Klawans:

Examiner's Exhibits 3 and 5 are left in the keeping of the Orphans'Court to be sent for by the Circuit Court when desired. (Inventory Docket No. 5 R.G.P.)

---

William H. Riley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. State your name and address, and occupation.

A. William H. Riley, 211 Fort Meade Road, Linthicum Heights, Anne Arundel County, Maryland, and I'm a County tax assessor, and I do appraising work for Building and Loan Associations.

2. And you have done that for how long?

A. Nine years I believe.

3. Did you have occasion to make an appraisal of the estate of the late Nettie L. Walton?

A. I did.

4. Did you appraise the personal estate as well as the real estate?

A. Yes.

5. Will you tell us about the personal estate in your own words?

A. The personal property consisted of furniture in the hallway - 15 pieces, one bedroom had 11 pieces, another bedroom had 13 pieces, and a third bedroom 9 pieces, there were miscellaneous items, pictures, drapes, kitchen and pantry utensils, living room and dining room furniture.

6. What was that appraised at, totally?

A. One Hundred and Eighty Five Dollars ($185.00).

7. Is that a fair market value for those things?

A. I think so.

8. Who was the other appraiser with you?

A. Edward M. C. Bradley.

9. Are they old or new items?

A. All very old, nothing modern.

10. Did you have occasion to appraise the real estate?

A. Yes.

11. What did it consist of and just what is on the property and what value did you place on it?

A. It consist of .661 acres, starts at the N.E. Corner of Severna Park at Benfield Road and Earleigh Heights Road.



ZZ

The property is improved by a six room and bath frame dwelling, which we value as follows: (Edward Bradley and myself) Land $500.00, dwelling $4500.00.

12. Now, would you say that is a fair market value of the real estate?

A. Yes.

13. When did you make this appraisal?

A. May 12th, 1954.

14. You filed that as the appraisal in the estate of Nettie L. Walton?

A. That's right.

15. Describe the house in your own words.

A. The house is, in my opinion, over thirty five years old, it has a central heating system, which apparently would be unsatisfactory of full utility. The cellar is shallow and the concrete in bad condition, there is water in the cellar. The main floor is laid off typical to bungalows built approximately 35 or 40 years ago. There is no modern plumbing or kitchen equipment, and would require considerable expenditure of money to modernize the property.

(Mr. Klawans)

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

William H. Riley

---

Edward M. C. Bradley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Ginsberg)

1. State your name, address and occupation.

A. Edward M. C. Bradley, 2420 Crain Highway, Anne ARundel County, Maryland. I'm in the transfer department of Anne Arundel County and Assessor's Department.

2. And you have had experience for making appraisals of property?

A. I have, for about ten years.

3. Did you have occasion to make an appraisal of real estate of Nettie L. Walton's estate?

A. I did.

4. Did you appraise both the personal estate/and real estate?

A. I did.

5. Can you tell us what your appraisal of the real estate shows?

A. .661 acre lot - $500.00, and a six room frame bungalow and bath - $4500.00, a total of $5,000.00.

6. Can you give us a description in your own words of what sort of property this is?

A. This is a six room and bath frame dwelling house, about 30 or 35 years old. In making the appraisal we took into consideration the condition of the house which is badly in need of repairs, the arrangement of the house, the way it is arranged, and what it would be to modernize it, the cellar was very poor, practically nothing at all, and the plumbing was in bad condition, and on that basis that is why we estimated it at $5,000.00.

7. Is that a fair market value for that property?

A. Yes.

8. When did you make the appraisal?

A. May 12th, 1954.

9. Did you also make an appraisal of the personal property in estate of Nettie L. Walton?

A. I did.

10. Will you tell us just what the personal estate consisted of, in general?

A. It consisted of old furniture, first bedroom had 11 pieces of furniture and numerous pictures, the hallway had 15 pieces with drapes and pictures, bedroom #2 had 13 pieces of furniture, #3 bedroom had 9 pieces and with small pictures. The kitchen and pantry had some old, very old, kitchen utensils, the dining room had 9 pieces of furniture, all old and very

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little value, the drapes were in bad shape.

11. What was the total value you placed on the personal property?

A. $185.00.

12. Is that a fair market value of those chattels?

A. Yes.

(Mr. Klawans)

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

Edward M. C. Bradley

Edward M. C. Bradley

Mr. Ginsberg:

I wish to offer the Answer of Ruth A. Deal, one of the Devisees and Legatees, as evidence in the case.

(ANSWER OF RUTH A DEAL MARKED EXAMINER'S EX. 6)

Mr. Ginsberg:

I also wish to offer the Answer of the defendant, Mary Katherine Gerstle, one of the Devisees and Legatees as evidence in the case.

(ANSWER OF MARY KATHERINE GERSTLE MARKED EXAMINER'S EX.7)

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 7th day of August, 1954.

Examiner (SEAL)

E.K. $10.00 Pd. E.K.

I.H. $11.00 Pd. 8/31/54 S.H.

| | | |
|---|---|---|
| EDWARD L. DEAL, as Executor and one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, Deceased.<br>3704 Beech Avenue<br>Baltimore 11, Maryland | * | |
| | * | IN THE |
| VS. | * | CIRCUIT COURT |
| MARY KATHERINE GERSTLE, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, Deceased.<br>2824 North Calvert Street<br>Baltimore 18, Maryland | * | FOR |
| | * | ANNE ARUNDEL COUNTY |
| RUTH A. DEAL, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, Deceased.<br>3708 Beech Avenue<br>Baltimore 11, Maryland | * | IN EQUITY |
| | * | |

* * * * * * * * * *

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above case is respectfully submitted for Decree and the 41 General Equity Rule is hereby waived.

I. William Schimmel

I. William Schimmel, Esq.
10 East Fayette Street
Baltimore 2, Maryland

Jerome M. Asch

Jerome M. Asch
10 East Fayette Street
Baltimore 2, Maryland

Solicitor for Defendants

Ginsberg & Ginsberg

Ginsberg & Ginsberg
914-916 Garrett Building
Baltimore 2, Maryland

Solicitors for Plaintiff

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Filed 7 Sept., 1954.

| | | |
|---|---|---|
| EDWARD L. DEAL, as Executor and one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, Deceased.<br>3704 Beech Avenue<br>Baltimore 11, Maryland | * | IN THE |
| VS. | * | CIRCUIT COURT FOR ANNE ARUNDEL COUNTY |
| MARY KATHERINE GERSTLE, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, Deceased.<br>2824 North Calvert Street<br>Baltimore 18, Maryland | * | IN EQUITY |
| RUTH A. DEAL, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, Deceased.<br>3708 Beech Avenue<br>Baltimore 11, Maryland | * | No. 11060 |

* * * * * * *

# D E C R E E

The above entitled cause coming on to be heard, the papers, testimony and all the other proceedings were read and considered by the Court.

It is thereupon, this 11th day of September, 1954, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED AND DECREED:

1. That Nettie L. Walton, late of Anne Arundel County, died leaving real estate, and not leaving personal estate sufficient to pay her debts and costs of administration.

2. That the property in the proceedings mentioned be sold in accordance with the provisions of Section 254 of Article 16 of the Code of Public General Laws of Maryland (1951 Edition) and that Hyman Ginsberg be and he is hereby appointed Trustee to make said sale and that the course and manner of his proceedings shall be as follows:



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Filed 11 Sept., 1954.

He shall first file with the Clerk of this Court, a Bond to the State of Maryland, executed by himself and a surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Five Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further decree or order in the premises; he shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be cash; and as soon as may be convenient after any such sale, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free and clear and discharged from all claims of the parties hereto, 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, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust.

3. That the Trustee give notice to all persons having claims against the late Nettie L. Walton, to file their claims, properly authenticated, with the Clerk of this Court on or before the 21st day of December, 1954, by causing a copy of this order to be published in some newspaper in



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Anne Arundel County once a week for three successive weeks, before the 23d day of October, 1954.

Benjamin Henderson
Judge



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*Trustee's Bond* LIBER 90 PAGE 84 No. 11,060 Equity

# KNOW ALL MEN BY THESE PRESENTS:

THAT WE HYMAN GINSBERG, 914 GARRETT BUILDING, BALTIMORE 2, MARYLAND as principal, and NATIONAL SURETY CORPORATION 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 SIX THOUSAND AND 00/100 - - - - - -($6,000.00) - - - - - - - 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, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 16th day of September in the year of our Lord one thousand nine hundred and fifty-four.

WHEREAS, the above bounden HYMAN GINSBERG by virtue of a decree of the Honorable Judge of the Circuit Court ~~of Baltimore City~~ FOR ANNE ARUNDEL COUNTY, has been appointed trustee to sell

mentioned in the proceedings in the case of EDWARD L. DEAL, ETC.

*vs.*

MARY KATHERINE GERSTLE, ETC AND RUTH A. DEAL, ETC.

now pending in said Court:

*Now the Condition of the above Obligation is such,* THAT IF THE ABOVE BOUNDEN HYMAN GINSBERG 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

Hyman Ginsberg (SEAL)
HYMAN GINSBERG (SEAL)
NATIONAL SURETY CORPORATION (SEAL)
BY Rose M. Bausch (SEAL)
ROSE M. BAUSCH ATTORNEY-IN-FACT

*Signed, sealed and delivered in the presence of*
Estelle M. Fiedler

*State of Maryland, Baltimore City, sct:*

KNOW ALL MEN BY THESE PRESENTS: That the NATIONAL SURETY CORPORATION a corporation of the State of NEW YORK does hereby constitute and appoint H. COOKMAN HINDES AND ROSE M. BAUSCH, JOINTLY OR SEVERALLY its attorneys-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~~ for Anne Arundel County, 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 National Surety Corporation duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of September, 1950.

NATIONAL SURETY CORPORATION
By: S. G. DRAKE
*Vice President*

ATTEST:
A. N. MacDOUGALL
*Assistant Secretary*

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

September 16th, 19 54

NATIONAL SURETY CORPORATION
BY A.N.MacDougall *Assistant Secretary*

approved this 17 Sept., 1954.
John F. Hopkins, 3rd, Clerk.
Filed 17 Sept., 1954.

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| | | |
|---|---|---|
| EDWARD L. DEAL, as Executor and one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased. | * | IN THE |
| VS. | * | CIRCUIT COURT |
| MARY KATHERINE GERSTLE, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased. | * | FOR |
| and | * | ANNE ARUNDEL COUNTY |
| RUTH A. DEAL, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased. | * | IN EQUITY |
| | * | No. 11060 |

* * * * * * * * *

REPORT OF SALE

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

The Report of Sale of Hyman Ginsberg, Trustee, appointed by the decree in the above entitled case, to make sale of the fee simple property in Anne Arundel County, Maryland, in the proceedings in said cause mentioned, and described hereinafter, 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 advertisement inserted in the Capital Gazette Press, a newspaper published in Anne Arundel County for more than three successive weeks preceding the day of the sale, and also having placed advertisements on October 31, 1954 and November 7, 1954 in the Sunday Sun, a newspaper published in the City of Baltimore, said Trustee did pursuant to said notice on Tuesday, the ninth day of November, 1954 at 10:30 a. m., attend on the premises and then and there sold the said



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Filed 10 Nov., 1954.

fee simple property to James F. Fox and Geneva M. Fox for the sum of Eight Thousand Seven Hundred ($8,700) Dollars; they being the highest bidders. That the said James F. Fox and Geneva M. Fox paid a deposit of Five Hundred ($500) Dollars to A. J. Billig, Auctioneer.

That the said fee simple property is more particularly described in a survey made by Edward ... Hall, III & Associates, Registered Land Surveyors, on October 5, 1954, as follows:

BEGINNING for the same at a pipe found on the north side of the County Road leading from Severna Park to Benfield, said pipe being South 65 degrees 43 minutes 10 seconds East 499.88 feet from a stone found on the north side of said Road at the southeast corner of the whole tract; said pipe also being at the southwest corner of the tract of land conveyed by Nettie Lee Walton to Frank G. E. Martin by a deed dated July 14, 1949, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. 530, Folio 105; and running thence from the beginning point so fixed and with the westerly line of said conveyance to Martin, North 24 degrees 44 minutes East 407.72 feet to a pipe found at the northwest corner of said conveyance; said pipe also being on the southerly line of a conveyance from Walter & Brenan to Thomas O. Beall by a deed dated November 26, 1946, and recorded among said Land Records in Liber J. H. H. 390, at folio 154; and running thence along said southerly line, North 74 degrees 02 minutes West 223.39 feet to intersect the South 17 3/4 degrees West 1828.5 foot line of the whole tract; thence running with said line, South 17 degrees 53 minutes 50 seconds West 43.22 feet to a point on the east side of the County Road leading to Earleigh Heights; thence continuing South 17 degrees 53 minutes 50 seconds West 329.20 feet to intersect the north side of the aforesaid County Road from Severna Park to Benfield; thence along the North side of said Benfield Road, South 64 degrees 00 minutes East 11.98 feet to a pipe on the east side of said Road to Earleigh Heights; thence continuing with aforesaid north side of Road, South 64 degrees 00 minutes East 164.51 feet to the place of beginning. Containing 1.735 Acres of land, exclusive of area in Road, according to a plat & Survey made by Edward Hall, III, & Associates, Registered Land Surveyors, in October, 1954.

BEING the remainder of the tract of Land conveyed by Isaac Kirby to Nettie Lee Walton by a deed dated April 6, 1912, and recorded among the said Land Records in Liber G. W. 94, Folio 62.

Hyman Ginsberg, Trustee

Hyman Ginsberg, Trustee

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STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 9th 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 Hyman Ginsberg, 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.

Mercedes Bordas Rock

Notary Public

MY COMMISSION EXPIRES MAY 2nd 1955



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LIBER 90 PAGE 88

# ORDER NISI

Edward L. Deal, as Executor and one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased

versus

Mary Katherine Gerstle, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased, and Ruth A. Deal, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,060 Equity

Ordered, this 10 day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Hyman Ginsberg, Trustee,

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

The report states that the amount of sales to be $ 8,700.00.

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 10 Nov., 1954

Edward L. Deal, as Executor and one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased

versus

Mary Katherine Gerstle, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased, and Ruth A. Deal, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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

35.

Filed 21 Dec., 1954

*Trustee's Bond*

LIBER 90 PAGE 89

No. 11,060 Equity

# KNOW ALL MEN BY THESE PRESENTS:

THAT WE HYMAN GINSBERG, 914 Garrett Building, Baltimore 2, Maryland as principal, and National Surety Corporation 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 Twenty-seven hundred and 00/100 - - - - - -($2700.00) - - - - 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, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 15th day of November in the year of our Lord one thousand nine hundred and fifty-four.

WHEREAS, the above bounden Hyman Ginsberg by virtue of a degree of the Honorable the Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, has been appointed trustee to sell

mentioned in the proceedings in the case of Edward L. Deal, etc.,

*vs.*

Mary Katherine Gerstle, etc. & Ruth A. Deal, etc.

now pending in said Court:

*Now the Condition of the above Obligation is such,*

THAT IF THE ABOVE BOUNDEN Hyman Ginsberg 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*

Estelle M. Fiedler

Hyman Ginsberg [SEAL]

[SEAL]

NATIONAL SURETY CORPORATION [SEAL]

BY Rose M. Bausch [SEAL]

Rose M. Bausch Attorney-in-fact

*State of Maryland, Baltimore City, sct:*

KNOW ALL MEN BY THESE PRESENTS: That the NATIONAL SURETY CORPORATION a corporation of the State of NEW YORK does hereby constitute and appoint H. COOKMAN HINDES AND ROSE M. BAUSCH JOINTLY OR SEVERALLY 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 the Circuit Court of ~~Baltimore City~~ Anne Arundel County, 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 NATIONAL SURETY CORPORATION duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of September, 1954.

NATIONAL SURETY CORPORATION

By: S. G. Drake
*Vice President*

ATTEST:

A. N. MacDougall
*Assistant Secretary*

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney. November 15th, 1954

NATIONAL SURETY CORPORATION

BY A. N. MacDougall
A. N. MacDougall Assistant Secretary

Approved this 16 Nov., 1954
John A. Hopkins, 3rd, Clerk.

Filed 16 Nov., 1954.

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LIBER 90 PAGE 90

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. 11,060 Equity

EDWARD L. DEAL, as Executor and one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased

Vs.

MARY KATHEBINE GERSTLE, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased, and RUTH A. DEAL, one of the Devisees and Legatees of the Last Will & Testament of Nettie L. Walton, deceased

Ordered, this 10th day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Hyman Ginsberg, Trustee, 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.

The report states that the amount of sales to be $8,700.00.

JOHN H. HOPKINS, 3rd, Clerk

True Copy, TEST:

JOHN H. HOPKINS, 3rd, Clerk

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# CERTIFICATE OF PUBLICATION

Annapolis, Md., December 21, 1954

We hereby certify, that the annexed

Order Nisi - Eq. 11,060.

Mary Katherine Gerstle

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 20th day of December, 1954. The first insertion being made the 18th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By A. O. Tilghman

No. M. G. 3490

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Filed 21 Dec 1954

*In the Case of*

Edward L. Deal,
Executor, etc, of
Nettie L. Walton, deceased
vs.
Mary Katherine Gerstle,
etc, et al

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 11,060 Equity

*To the Honorable, the Judges of said Court:*

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

The Auditor has disallowed the claim of Will & Giese, Inc., for the reason that the insurance policy, for which premium of $41.40 is claimed, was renewed on November 3, 1954. The property covered by this policy was sold on November 9, 1954, at which time it was protected by a policy of fire insurance in the amount of $6,000.00 carried by the Trustee, the policy being dated September 16, 1954. Adjusted premium on the latter policy has been allowed in the within account.

January 18, 1955

All of which is respectfully submitted.

Laura R. Fiehling
Auditor.

All of which is respectfully submitted.

Auditor.

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Filed 21 Jan., 1955

Dr. Edward L. Deal, Executor, etc, et al vs. Mary Katherine Gerstle, etc, et al in ac.

| | | | | |
|---|---|---|---|---|
| To Trustee for Commissions, viz: | 293 | 10 | 293 | 10 |
| To Trustee for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Defendants' Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 44 | 75 | | |
| Jos. C. Deegan - Sheriff's costs | 4 | 70 | | |
| Emanuel Klawans - Examiner's fee | 10 | 00 | | |
| Irene Hazel - Stenographer's fee | 11 | 00 | | |
| Auditor - stating this account | 27 | 00 | | |
| | | | 117 | 45 |
| To Trustee for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 67 | 52 | | |
| Capital-Gazette Press - notice to creditors | 8 | 00 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| The Sun - advertising sale | 33 | 35 | | |
| National Surety Corp. - bond premiums | 34 | 80 | | |
| The Lay ton Co. - fire insurance premium due 9/16/54 | 24 | 60 | | |
| Jack C. Doney - fee for title examination | 18 | 00 | | |
| Clerk of Court - certified copy of deed | 1 | 25 | | |
| Edward Hall, III, & Associates - survey | 100 | 00 | | |
| A. J. Billig Co. - auctioneer's fee | 277 | 50 | | |
| One-half Federal documentary stamps | 4 | 95 | | |
| One-half State documentary stamps | 4 | 95 | | |
| Mercedes B. Rock - notary fee | | 50 | | |
| Register of Wills - certified copies of account and petition | 1 | 00 | | |
| Ginsberg & Ginsberg and I. Wm. Schimmel- fee for legal services (Order 1/12/55) | 200 | 00 | | |
| | | | 790 | 42 |

| | | | | |
|---|---|---|---|---|
| To Trustee for Taxes, viz: | | | | |
| 1954 State and County taxes - adjusted to 11/9/54 | | 59 | 33 | 59 33 |
| To Trustee for Claims Filed by Executor of Nettie L. Walton, deceased (Order 1/12/55), viz: | | | | |
| Register of Wills - Court costs | | 30 | 60 | |
| Capital-Gazette Press - notice to creditors | | 8 | 00 | |
| Globe Indemnity Co. - bond premium | | 20 | 00 | |
| Gas & Electric Co. - service | | 8 | 83 | |
| Burgee Funeral Home - balance funeral expenses of deceased | | 110 | 43 | |
| Dr. J. S. Billingslea - professional services | | 48 | 00 | |
| Wm. R. Riley and Edward N. C. Bradley - appraisal and testimony | | 25 | 00 | |
| Executor's Commissions - $ 50,83 | | | | |
| LESS State tax thereon 5.08 | | 45 | 75 | |
| Register of Wills - State tax on Executor's Commissions | | 5 | 08 | 301 69 |
| To Trustee for Claims Filed, viz: | | | | |
| Edward L. Deal - claim for amounts advanced for living expenses of deceased, and miscellaneous expenses at time of death, for period 1946 through 1953 | | 2,422 | 18 | 2,422 18 |
| BALANCE FOR DISTRIBUTION - $ 4,799.97 | | | | |
| Less 7½% collateral inheritance tax 360.00 | | | | |
| $ 4,439.97 | | | | |
| DISTRIBUTED AS FOLLOWS: | | | | |
| Register of Wills - collateral inheritance tax on $4,799.97 | | 360 | 00 | |
| Balance in hands of Trustee, subject to further Order of Court | | 4,439 | 97 | 4,799 97 |
| | | | | 8,784 14 |

with Hyman Ginsberg, Trustee Cr.

| 1954 | | | | |
|---|---|---|---|---|
| Nov. | 9 | Proceeds of Sale | 8,700 00 | |
| | | Interest on deferred payment of $8,200.00 from 11/9/54 to 12/30/54 - 51 days | 69 87 | 8.769 87 |
| | | Refund fire insurance premium of $34.80 - adjusted | 14 27 | 14 27 |
| | | | | 8,784 14 |

**ORDER NISI** LIBER 90 PAGE 95

Edward L. Deal, Executor, etc
of Nettie L. Walton, deceased,
VERSUS
Mary Katherine Gerstle,
etc, et al

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 11,060 Equity.

ORDERED, This 21 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 21 Jan., 1955. John H. Hopkins, 3rd, Clerk.

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 1st 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 apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 1 Mar., 1955.

No. Equity.

ORDERED, This day of , 19 , 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 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 90 PAGE 96

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 23, 1955

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 11,060

Nettie L. Walton.

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

No. M.G. 4199

42

Filed 24 Feb., 1955

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,060 Equity
EDWARD L. DEAL, Executor, etc., of
NETTIE L. WALTON, deceased
Vs.
MARY KATHERINE GERSTLE, etc., et al

Ordered, this 21st 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.

1-1t

LIBER 30 PAGE 97

| | | |
|---|---|---|
| ANTHONY LITTERI<br>CLARA LITTERI<br>Edgewater P.O., Maryland | : | IN THE |
| vs. | : | CIRCUIT COURT |
| SALLIE E. SHEA<br>209 Kennedy St, N.W.<br>Washington, D. C., and all persons having or claiming to have any interest in the property known as Lot 42, Block S, as laid down on the plat of Selby-On-The-Bay, Anne Arundel County, State of Maryland | : | FOR<br>ANNE ARUNDEL COUNTY<br>NO. 11,134 EQUITY |

: : : : :

BILL OF COMPLAINT TO FORECLOSE

EQUITY OF REDEMPTION

---

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, Anthony Litteri and Clara Litteri, by William W. Townshend, Jr. and Morris Turk, their Solicitors, respectfully show:

1. That on September 17, 1954, the Certificate of Tax Sale attached hereto and marked "Complainant's Exhibit No. 1" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainants, which Certificate is prayed to be taken as a part hereof.

2. That the property mentioned in said Certificate is described as follows:

> Certificate No. 2078 - Lot of ground in the First Election District of Anne Arundel County, described as Lot 42, Block S, situated at Selby on Bay,

which said lot of ground was assessed to and conveyed to Sallie E. Shea, in fee simple, by deed dated February 23, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 107, folio 459, and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County, on the day of the tax sale held October 11, 1943 was Nineteen Dollars and Three Cents ($19.03).

3. That the description of the property as the same appears upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District on the day of sale is:

> Sallie E. Shea
> 209 Kennedy Street, N.W.
> Washington, D. C.
> Selby-on-the-Bay
> Lot No. 42, Block S,
> Anne Arundel County, Maryland

Filed 4 Oct 1954

And that the description thereof as set forth in the Certificate of Tax Sale aforesaid is the same as above set out.

4. That the aforesaid lot of ground according to the Equity, Law and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County show that the title to said lot was vested in the name of Sallie E. Shea at the time of the tax sale, and that the Board of County Commissioners purchased said lot at said tax sale, which was finally ratified by Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 6169, and by deed dated June 18, 1952 the said lot was granted and conveyed to your Complainants by the Board of County Commissioners, et al, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 689, folio 387, and the Certificate of Tax Sale issued to your Complainant's on September 17, 1954 as aforesaid for said lot.

5. That the aforesaid lot of ground have not been redeemed by any party in interest, although more than one year and on day from the date of the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81 of the Annotated Code of Maryland.

6. That it appears that the Defendant herein, according to the assessment records is a non-resident of the State of Maryland, and therefore your Complainants pray for process directed to the aforesaid non-resident Respondent, at the last known address above set forth, as the address of said non-resident Respondent.

7. The amount necessary for the redemption of the above entitled property is as follows:

Sallie E. Shea, Certificate No. 2078 - $19.03

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiffs herein, subsequent to the date of sale of said property, plus all other amounts expended by the Plaintiffs as to the aforesaid property, under the Provisions of the Acts of 1943 aforesaid, as amended.

8. That the Complainants pray for an Order of Publication directed to all the parties in interest in the aforementioned property.

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Defendants herein, in and to the aforesaid property.

(b) That the Court pass a final decree whereby there will be vested in the Complainants, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequent alienations and descents, and encumberances, except taxes and other public liens, accruing subsequent to the date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claining to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the day of , 1954, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

(d) That the Court may decree such other or further relief as the case may require.

AND AS IN DUTY BOUND, etc.

Anthony Litteri
Anthony Litteri

Clara Litteri
Clara Litteri

William W. Townshend, jr.

Morris Turk
Solicitors for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 4th day of October , 1954, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Anthony Litteri and Clara Litteri, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal.

Alice C. Hudak
Alice C. Hudak, Notary Public

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LIBER 90 PAGE 100

2078

# CERTIFICATE OF TAX SALE

I, Joseph H Gracam, Jr Successor to James A Walton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1943, I sold to A.A. Co. Comm. at public auction for the sum of 19 Dollars and 03 Cents, of which ..... Dollars has been paid as a deposit on the property in 1 District described as Lot 42 Block S. situated at Selby on Bay A.A. Co.

and assessed to Sadie E. Shea.

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 12, 1944, 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 17 day of September 19 54

Joseph H. Gracam Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 17 day of ~~October~~ September, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Gracam, Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Filed 4, Oct 1954

4

| | | |
|---|---|---|
| ANTHONY LITTERI<br>CLARA LITTERI<br>Edgewater P.O., Maryland | : | IN THE |
| vs. | : | CIRCUIT COURT |
| SALLIE E. SHEA, etc.<br>209 Kennedy Street, N.W.<br>Washington, D. C. and all persons having or claiming to have any interest in the property known as Lot 42, Block S, as laid down on the plat of Selby-On-The-Bay, Anne Arundel County, State of Maryland | : | FOR<br>ANNE ARUNDEL COUNTY<br>NO. 11,134 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 First Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the Complainants in these proceedings:

All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County and described as follows:

All that lot of ground lying and being in the First Election District of Anne Arundel County, Maryland, known as Lot 42, Block S, as shown on the plat of Selby-On-The-Bay.

BEING the same lot of ground described in a deed from Otis L. Williams, Jr., et al to Sallie E. Shea dated February 23, 1933 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 107, folio 459.

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 4 day of October, 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 interest in said property to be and appear in this Court by the 8 day of December, 1954, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing allrights of redemption in the property and vesting in the Complainants a title free and clear of all encumbrances.

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

TRUE COPY TEST:

Clerk

Filed 4 Oct., 1954

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LIBER 90 PAGE 102

ANTHONY LITTERI
CLARA LITTERI
Edgewater P.O., Maryland

vs.

SALLIE E. SHEA
209 Kennedy St., N.W.
Washington, D. C., and all
personal having or claiming to
have any interest in the property
known as Lot 42, Block S, as laid
down on the plat of Selby-On-The-Bay,
Anne Arundel County, State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,134 EQUITY

REGISTERED LETTER NOTICE AND RETURN

MORRIS TURK
ATTORNEY AT LAW
SOUTH STREET
ANNAPOLIS, MARYLAND

Return Receipt Requested

REGISTERED
NO. 3655

REGISTERED MAIL
RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY

Sallie E. Shea
209 Kennedy Street, N.W.
Washington, D. C.

Deliver to Addressee Only

NOT IN DIRECTORY

OCT 26 1954
Washington, D. C.

Returned to Sender

OCT 23 1954

Filed 3 Nov, 1954

UNITED STATES POSTAGE 20 CENTS 20

6

ANTHONY LITTERI
CLARA LITTERI

vs.

SALLIE E. SHEA, etc.

: IN THE CIRCUIT COURT FOR
: ANNE ARUNDEL COUNTY
: No. 11,134 Equity
:

CERTIFICATE OF PUBLICATION OF ORDER OF PUBLICATION

WILLIAM W. TOWNSHEND, JR.
MORRIS TURK
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,134 Equity.

ANTHONY LITTERI, CLARA LITTERI, Edgewater P. O., Maryland.

Vs.

SALLIE E. SHEA, etc., 200 Kennedy Street, N. W., Washington, D. C., and all persons having or claiming to have any interest in the property known as Lot 42, Block S, as laid down on the plat of Selby-On-The Bay, Anne Arundel County, State of Maryland.

ORDER OF PUBLICATION

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

All that lot or parcel of ground situate, lying and being in the First Election District of Anne Arundel County and described as follows:

All that lot of ground lying and being in the First Election District of Anne Arundel County, Maryland, known as Lot 42, Block S, as shown on the plat of Selby-On-The-Bay.

BEING the same lot of ground described in a deed from Otis L. Williams, Jr., et al to Sallie E. Shea dated February 23, 1953, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 107, folio 450.

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

It is thereupon, this 4th day of October, 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 interest in said property to be and appear in this Court by the 8th day of December, 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 Complainants a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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

o-28

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

Order Publication - Eq: 11134

Sallie E. Shea

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of November, 1954. The first insertion being made the 7th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 8 Dec., 1954

LIBER 90 PAGE 104

| | | |
|---|---|---|
| ANTHONY LITTERI<br>CLARA LITTERI<br>Edgewater P.O., Maryland | : | IN THE |
| | : | CIRCUIT COURT |
| vs. | : | FOR |
| SALLIE E. SHEA<br>209 Kennedy St., N. W.<br>Washington, D. C. , et al, etc. | : | ANNE ARUNDEL COUNTY |
| | : | No. 11,134 Equity |

: : : : : :

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, Maryland, and the defendant having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against her.

It is thereupon, this 9th day of December, 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 the said Defendant.

Benjamin Henderson
Judge

8

Filed 9 Dec, 1954

LIBER 90 PAGE 105

| | | |
|---|---|---|
| ANTHONY LITTERI<br>CLARA LITTLRI<br>Edgewater P.O., Maryland | : | IN THE<br>CIRCUIT COURT |
| vs. | : | FOR |
| SALLIE E. SHEA<br>209 Kennedy St., N.W.<br>Washington, D.C. et al, etc. | : | ANNE ARUNDEL COUNTY<br>No. 11,134 Equity |

: : : : : : :

FINAL DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in substantial compliance with the provisions of Sections 89-I to 90-P of Article 81, of the Annotated Code (1943 Supplement).

It is, thereupon, this 17th day of January, 1955, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED AND DECREED:

1. That all rights of redemption of the Defendant, or of anyone claiming by, through or under them, in and to the properties described in this proceeding, as having been sold by the Treasurer of Anne Arundel County on October 11, 1943 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 said properties, free and clear of all alienations and descents occurring prior to this decree, as well as all encumberances thereon (except taxes accruing subsequently to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiffs.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said properties to the Plaintiffs.

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

Benjamin Michaelson
Judge

Filed 17 Jan., 1955

LIBER 90 PAGE 106

In the Matter of the Mortgaged Real : Equity No. 11,159

Estate of Catherine Agnes Jeffrey, : In the Circuit Court for

divorced : Anne Arundel County

---

Mr. Clerk:

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

William W. Townshend, Jr.
Attorney named in Mortgage

Filed 25 Oct., 1954.

LIBER 90 PAGE 107

Maryland State Stamps
$1.10

No. 11,159 County

# This Mortgage,

made this 15th day of April in the year one thousand nine hundred and fifty-four, between Catherine Agnes Jeffrey, divorced of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagor, 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 Mortgagor the sum of

SIX THOUSAND DOLLARS----------($6,000.00)

Dollars, being a part of the purchase money for the property herein described, which said sum the said Mortgagor agree to repay in installments with interest thereon from the date hereof, at the rate of 6 % per annum, in the manner following:

By the payment of FIFTY TWO DOLLARS----------($52.00) 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 15th 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 rent, 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 the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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 does grant, convey and assign unto said Mortgagee, its successors and assigns, all

those lots of ground situate and lying in Baltimore City and Fourth Election District, Anne Arundel County, State of Maryland and described as follows:

(1) BEGINNING for the same on the line of the west side of Holbrook Street at the distance of 316 ft. northerly from the northwest corner of Holbrook and Federal Streets; and running thence northerly on the west side of Holbrook Street 20 ft. to the south side of Lanvale Street; thence westerly on the south side of Lanvale Street 70 ft. to the east side of an alley 10 ft. wide laid out parallel with Holbrook Street; thence southerly binding on the east side of said alley with the use thereof in common with others 20 ft.; and thence easterly parallel with Federal Street 70 ft. to the place of beginning, the improvements thereon being known as No. 1646 Holbrook Street, Baltimore, Maryland, and being the same property conveyed to the within-named Mortgagor by P. Walter Schruefer by Assignment of even date herewith and intended to be recorded among the Land Records of Baltimore City immediately prior hereto.

BLOCK 1112

(2) BEGINNING for the same at a point in the closing line of the conveyance by John H. Crowley and wife to Thomas S. Jeffrey and wife by deed dated May 1, 1948 and recorded in Liber JHH 468, Folio 489 of the Land Records of Anne Arundel County, said beginning point being distant North 52° 28' West, 73.63 ft. from the beginning of said line, said beginning point being in Minnetonka Road; thence leaving said closing line and running South 36° 30' West, 12.17 ft. to an iron pipe now set on the southern side of Minnetonka Road; thence leaving said Minnetonka Road continuing South 36° 30'West, 117.55 ft. to an iron pipe now set at the northeast corner of a shed; thence North 58° 32' West, 61.1 ft. to an iron pipe now set; thence North 26° 14' East, 126.43 ft. to an iron pipe now set on the Southermost side of said Minnetonka Road; thence continuing North 26° 14' East, 12.41 ft. to a point in said closing line; thence running reversely with part of

UNLOCATED

Filed 25 Oct, 1954

2

said line and with Minnetonka Road, South 52° 28' East, 85.57 ft. to the place of beginning, and being the same property conveyed to the within-named Mortgagor by Albert J. Goodman, et al, by deed dated October 9, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH 712, Folio 573,

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 kitchin accessories, such as sink, built-in kitchin units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple. the property in Baltimore City being subject to an annual ground rent of $48.00.

If, however the said Mortgagor , 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 , for herself, her 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 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 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 theron.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days.

And it is agreed that until default is made, the said Mortgagor , his, her or their heirs, personal representatives or assigns may retain posssession of the mortgaged property.

And the said Mortgagor 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 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 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 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 similiar 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 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 Mortgagor , his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor 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 covenant to warrant specially said lot of ground and to execute such other assurances thereof as may be requisite.

Witness the hand and seal of the said Mortgagor .

WITNESS:

s/ Norwood A. Wieneke
Norwood A. Wieneke

s/ Catherine A. Jeffrey (SEAL)
Catherine Agnes Jeffrey

(SEAL)

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 15th day of April, in the year one thousand, nine hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Catherine Agnes Jeffrey, divorced, the above named Mortgagor satisfactorily proven to be the person whose names is subscribed to the within Mortgage, and acknowledged that she executed the same for the purposes therein contained, and also she acknowledged the foregoing Mortgage to be her 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.

S/ Norwood A. Wieneke
NOTARY PUBLIC
Norwood A. Wienbke

My Commission expires 5/2/55

(NOTARY SEAL)

Recorded: May 6, 1954 at 1.45 P.M.

WM. W. TOWNSHEND, JR.
*Attorney*
TOWNS-WORTH BLDG.
ANNAPOLIS, MD.

**MORTGAGE**

FROM

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County ..... and examined per ..... Clerk.
Cost of Record $ .....

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Mortgage is truly taken and copied from Liber JHH No. 829 Folio 410, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 22nd day of October A.D., 1954

John H. Hopkins, 3rd. CLERK

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LIBER 90 PAGE 111

No. 11,159 Equity

ATTORNEY'S SALE

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Catherine Agnes Jeffrey, divorced, dated April 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 829, Folio 410, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 23, 1954

at 11:00 A.M.

All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland on the southwest side of Minnetonka Road, more particularly described as follows:

Beginning for the same at a point in the closing line of the conveyance by John H. Crowley and wife to Thomas S. Jeffrey and wife by deed dated May 1, 1948 and recorded in Liber J.H.H. 468, Folio 489 of the Land Records of Anne Arundel County, said beginning point being distant North 52 degrees 28 minutes West, 73.63 ft. from the beginning of said line, said beginning point being in Minnetonka Road; thence leaving said closing line and running South 36 degrees 30 minutes West, 12.17 ft. to an iron pipe now set on the southern side of Minnetonka Road; thence leaving said Minnetonka Road continuing South 36 degrees 30 minutes West, 117.55 ft. to an iron pipe now set at the northeast corner of a shed; thence North 58 degrees 32 minutes West, 61.1 ft. to an iron pipe now set; thence North 26 degrees 14 minutes East, 126.43 ft. to an iron pipe now set on the southernmost side of said Minnetonka Road; thence continuing North 26 degrees 14 minutes East, 12.41 ft. to a point in said closing line; thence running reversely with part of said line and with Minnetonka Road, South 52 degrees 28 minutes East, 85.57 ft. to the place of beginning.

The above property is improved by a dwelling.

Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Building, South Street
Annapolis, Maryland

Robert H. Campbell, Auctioneer

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Maryland Gazette
October 28, 1954
November 4, 11 and 18, 1954

6

Filed 25 Oct., 1954

LIBER 90 PAGE 112

In the Matter of the Mortgaged Real : No. 11,159 Equity

Estate of Catherine Agnes Jeffrey, : In the Circuit Court

divorced : for Anne Arundel County

---

STATEMENT OF MORTGAGE CLAIM

| | | |
|---|---|---|
| Amount of mortgage from Catherine Agnes Jeffrey, divorced, to United Federal Savings and Loan Association of Glen Burnie, dated April 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 829, Folio 410 . . . . . | | $ 6,000.00 |
| Less credit expense account . . . . . | | 42.75 |
| | | 5,957.25 |
| Interest from April 15, 1954 to October 31, 1954 | $ 72.00 | |
| Interest from November 1, 1954 to Nov. 23, 1954 | 24.00 | |
| | $ 96.00 | 96.00 |
| | | $ 6,053.25 |

William W. Townshend, Jr., Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

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

WITNESS my hand and Notarial seal.

Alice C. Hudak

Alice C. Hudak, Notary Public

Filed 8 Nov., 1954

LIBER 90 PAGE 113

162889

No. 11,159 Equity

# NEW AMSTERDAM CASUALTY COMPANY

227 ST. PAUL STREET
BALTIMORE, MD.

A STOCK COMPANY

60 JOHN STREET
NEW YORK

# Know All Men By These Presents:

THAT WE, William W. Townshend Jr. 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 FIVE THOUSAND AND 00/100 - - - - - - - - - Dollars ($ 5,000.00 ), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 16th day of November in the year of our Lord one thousand nine hundred and fifty-four.

WHEREAS, the above bounden William W. Townshend Jr.,

by virtue of a decree of the Honorable the Judge of Circuit Court of Anne Arundel County, Maryland

has been appointed Trustee

mentioned in the proceedings in the case of William W. Townshend Jr. Trustee

United Federal Savings & Loan Association
Glen Burnie Maryland

*vs.*

Catherine Agnes Jeffrey

now pending in said Court:

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT IF THE ABOVE BOUNDEN William W. Townshend Jr. do es and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

*Signed, sealed and delivered in the presence of*

Alice Gary

William W. Townshend Jr. (SEAL)

(SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY

By R.H.Nichole Attorney-in-Fact

ATTEST: Witness as to Surety:

M. S. Kraus
M.S. Kraus

approved this 23 Nov, 1954
John H. Hopkins, 3rd, Clerk

Filed 23 Nov, 1954.

1-307-Md. Trustee—Receiver 500-7-47

8

*State of Maryland, Baltimore City, sct:*

LIBER 90 PAGE 114

KNOW ALL MEN BY THESE PRESENTS: That the NEW AMSTERDAM CASUALTY COMPANY, a New York corporation licensed to transact business in Maryland, hereby appoints WILLIAM A. WEECH and R. H. NICHOLS its lawful Attorneys-in-fact to execute and deliver, jointly or severally, on its behalf as Surety, any and all kinds of bonds, recognizances, stipulations, and undertakings in judicial proceedings that are or may be required to be filed in and accepted by any court situated in the State of Maryland, provided however, that no single one of such obligations shall exceed $250,000 in penal liability, and the Company hereby adopts, ratifies and confirms all and singular the acts and deeds of its said Attorneys-in-fact when done and performed within the scope of these Presents. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said NEW AMSTERDAM CASUALTY COMPANY duly affixed by its Vice-President and attested by its Assistant Secretary, this 12th day of December, 1952.

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
*Assistant Secretary*

G. LEE BURGESS
*Vice-President*

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, .....Nov. 16th....., 19....54

NEW AMSTERDAM CASUALTY COMPANY

.....
*Assistant Secretary*

NEW AMSTERDAM CASUALTY COMPANY INCORPORATED 1898

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

LIBER 90 PAGE 115

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 Catherine Agnes Jeffrey, divorced, dated April 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 829, Foilo 410, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

## TUESDAY, NOVEMBER 23rd, 1954

AT 11:00 A.M.

All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland on the southwest side of Minnetonka Road, more particularly described as follows:

Beginning for the same at a point in the closing line of the conveyance by John H. Crowley and wife to Thomas S. Jeffrey and wife by deed dated May 1, 1948 and recorded in Liber J. H. H. 468, Folio 489 of the Land Records of Anne Arundel County, said beginning point being distant North 52 degrees 28 minutes West, 73.63 ft. from the beginning of said line, said beginning point being in Minnetonka Road; thence leaving said closing line and running south 36 degrees 30 minutes West, 12.17 ft. to an iron pipe now set on the southern side of Minnetonka Road; thence leaving said Minnetonka Road continuing South 36 degrees 30 minutes West, 117.55 ft. to an iron pipe now set at the northeast corner of a shed; thence North 58 degrees 32 minutes West, 16.1 ft. to an iron pipe now set; thence North 26 degrees 14 minutes East, 126.43 ft. to an iron pipe now set on the southernmost side of said Minnetonka Road; thence continuing North 26 degrees 14 minutes East, 12.41 ft. to a point in said closing line; thence running reversely with part of said line and with Minnetonka Road, South 52 degrees 28 minutes East, 85.57 ft. to the place of beginning.

The above property is improved by a dwelling.

TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00 will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR.,
Attorney.
Towns-Worth Building,
South Street,
Annapolis, Maryland.

Filed 23 Nov., 1954.

Annapolis, Maryland
November 23, 1954

This is to certify that I have this 23rd day of November, 1954 sold the property described by said advertisement in the Fourth Election District of Anne Arundel County, on Minnetonka Road, to United Federal Savings and Loan Assn. of Glen Burnie

at and for the sum of Four Thousand Dollars - - - - - - - - ($4,000.00)

being then and there the highest bidder for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

Annapolis, Maryland
November 23, 1954

I hereby certify that I have this 23rd day of November 1954 purchased from William W. Townshend, Jr., Attorney named in mortgage, the property situated in the Fourth Election District of Anne Arundel County, on Minnetonka Road, at and for the sum of

Four Thousand Dollars - - - - - - - - - - - - - - - - - - ($4,000.00)

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

UNITED FEDERAL SAVINGS AND LOAN ASSN. OF GLEN BURNIE

BY: Robert C. Ward

Robert C. Ward, President

Purchaser

Purchaser

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Filed 23 Nov., 1954.

In the Matter of the Mortgaged Real : No. 11,159 Equity
Estate of Catherine Agnes Jeffrey, : In the Circuit Court
divorced : for Anne Arundel County

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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 Catherine Agnes Jeffrey, divorced, to United Federal Savings and Loan Association of Glen Burnie, dated April 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 829, Folio 410, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided; offered the property in said mortgage described at public auction, on the premises, on Tuesday, November 23, 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 Four Thousand Dollars ($4,000.00), being at that figure the highest bidder therefor, said property being as follows: All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland, on the southwest side of Minnetonka Road, more particularly described as follows:

BEGINNING for the same at a point in the closing line of the conveyance by John H. Crowley and wife to Thomas S. Jeffrey and wife by deed dated May 1, 1948 and recorded in Liber J.H.H. 468, Folio 489 of the Land Records of Anne Arundel County, said beginning point being distant North 52°

Filed 23 Nov, 1954

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28' West, 73.63 ft. from the beginning of said line, said beginning point being in Minnetonka Road; thence leaving said closing line and running South 36° 30' West, 12.17 ft. to an iron pipe now set on the southern side of Minnetonka Road; thence leaving said Minnetonka Road continuing South 36° 30' West, 117.55 ft. to an iron pipe now set at the northeast corner of a shed; thence North 58° 32' West, 61.1 ft. to an iron pipe now set; thence North 26° 14' East, 126.43 ft. to an iron pipe now set on the southernmost side of said Minnetonka Road; thence continuing North 26° 14' East, 12.41 ft. to a point in said closing line; thence running reversely with part of said line and with Minnetonka Road, South 52° 28' East, 85.57 ft. to the place of beginning.

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 reequired the Purchaser's Agreement to comply with the terms of sale which are as follows: TERMS OF SALE: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in 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 23rd day of November, 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 he 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.

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LIBER 90 PAGE 119

# ORDER NISI

In the Matter of the
Mortgaged Real Estate of
~~XXXXXXX~~
Catherine Agnes Jeffrey,
divorced

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,159 Equity

Ordered, this 23 day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $ 4,000.00.

John K. Hopkins, 3rd., Clerk.

True Copy,

TEST: Clerk.

Filed 23 Nov., 1954.

(Final Order)

In the Matter of the
Mortgaged Real Estate of
~~XXXXXXX~~
Catherine Agnes Jeffrey,
divorced

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.

## ATTORNEY'S SALE
OF VALUABLE
IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Catherine Agnes Jeffrey, divorced, dated April 15, 1954 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 829, Folio 410, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 23, 1954,
AT 11:00 A. M.

All that tract or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County, State of Maryland on the southwest side of Minnetonka Road, more particularly described as follows:

Beginning for the same at a point in the closing line of the conveyance by John H. Crowley and wife to Thomas S. Jeffrey and wife by deed dated May 1, 1948 and recorded in Liber J. H. H. 468, Folio 489 of the Land Records of Anne Arundel County, said beginning point being distant North 52 degrees 28 minutes West, 73.03 ft. from the beginning of said line, said beginning point being in Minnetonka Road; thence leaving said closing line and running south 36 degrees 30 minutes West; 12.17 ft. to an iron pipe now set on the southern side of Minnetonka Road; thence leaving said Minnetonka Road continuing South 36 degrees 30 minutes West, 117.55 ft. to an iron pipe now set at the northeast corner of a shed; thence North 58 degrees 32 minutes West, 16.1 ft. to an iron pipe now set; thence North 26 degrees 14 minutes East, 126.43 ft. to an iron pipe now set on the southernmost side of said Minnetonka Road; thence continuing North 26 degrees 14 minutes East, 12.41 ft. to a point in said closing line; thence running reversely with part of said line and with Minnetonka Road, south 52 degrees 28 minutes East, 85.57 ft. to the place of beginning.

The above property is improved by a dwelling.

Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

For further particulars, apply to:
WILLIAM W. TOWNSHEND, JR.,
Attorney.
Towns-Worth Building,
South Street,
Annapolis, Maryland.
ROBERT H. CAMPBELL, Auctioneer.

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*Maryland Gazette*

Published by

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

# CERTIFICATE OF PUBLICATION

Annapolis, Md., December 3, 1954

We hereby certify, that the annexed

Attorney's Sale

Catherine Agnes Jeffrey

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 November, 1954. The first insertion being made the 28th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By _____

Filed 4 dec., 1954.

LIBER 90 PAGE 121 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 29, 1954

We hereby certify, that the annexed

Order Nisi - Eq. 11,159

Catherine Agnes Jeffrey

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. Tolghman

Filed 3 Jan., 1955

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,159 Equity

In The Matter Of The Mortgaged Real Estate Of CATHERINE AGNES JEFFREY, Divorced.

Ordered, this 23rd day of November, 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 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 $4,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-23

No. M. G. 3510

15

*In the Case of*

In the Matter of the
Mortgaged Real Estate
of ~~his~~

Catherine Agnes Jeffrey,
divorced

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 11,159 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 7, 1955

All of which is respectfully submitted.

Laura K. Jackson
Auditor.

Filed 10 Jan., 1955

Dr. In the Matter of the Mortgaged Real Estate of Catherine Agnes Jeffrey, divorced in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 100 | 00 | | |
| To Attorney for Commissions, viz: | 150 | 00 | 250 | 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 | 41 | 24 | | |
| Capital-Gazette Press - handbills | 13 | 56 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| New Amsterdam Casualty Co. - bond premium | 20 | 00 | | |
| Robert H. Campbell - auctioneer's fee | 35 | 00 | | |
| One-half Federal documentary stamps | 2 | 20 | | |
| One-half State documentary stamps | 2 | 20 | | |
| Alice C. Hudak - notary fees | 1 | 00 | 129 | 20 |
| To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim | 3,583 | 49 | 3,583 | 49 |
| | | | 4,004 | 94 |
| Amount of mortgage claim filed | 6,053 | 25 | | |
| Cr. Amount allowed above | 3,583 | 49 | | |
| Balance subject to decree in personam | 2,469 | 76 | | |

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

| | | | | |
|---|---|---|---|---|
| 1954 | | | | |
| Nov. | 23 | Proceeds of Sale | 4,000 00 | 4,000 00 |
| | | Refund 1954 State and County taxes ($44.86 - adjusted to 11/23/54) | 4 94 | 4 94 |
| | | | | 4,004 94 |

LIBER 90 PAGE 125

***ORDER NISI***

In the Matter of the Mortgaged Real Estate

~~VERSUS~~

of

Catherine Agnes Jeffrey, divorced

**In the**

# CIRCUIT COURT

**For**

## ANNE ARUNDEL COUNTY

No. 11,159 Equity.

ORDERED, This 10 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 14 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 14 day of February next.

Filed 10 Jan., 1955. John H. Hopkins, Jr. Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 15th day of February, 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~~ Auditor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Richardson
Judge

Filed 15 Feb., 1955.

LIBER 90 PAGE 126

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 7, 1955

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 11159

Catherine Agnes Jeffrey

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of February, 1955. The first insertion being made the 13th day of January, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 7 Feb., 1955.

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,159 Equity

In The Matter Of The Mortgaged Real Estate Of CATHERINE AGNES JEFFREY, Divorced.

Ordered, this 10th 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 14th 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 14th day of February next.

JOHN H. HOPKINS, 3rd., Clerk.

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

j-27

20 4/56

| | | |
|---|---|---|
| EMMETT G. COLLIER<br>2 Dale Drive<br>Silver Spring, Maryland | * | |
| Plaintiff | * | |
| | * | |
| vs. | * | |
| ANNA RUTH COLLIER<br>89 Skelly Place<br>Mineola, New York, | * | IN THE |
| JUNE ELLEN COLLIER SMITH<br>1605 Newton St., N.W.<br>Washington, D.C., | * | CIRCUIT COURT |
| CAROL ELAINE COLLIER, Infant<br>89 Skelly Place<br>Mineola, New York, | * | FOR |
| ANN RUTH COLLIER, Infant<br>89 Skelly Place<br>Mineola, New York | * | ANNE ARUNDEL COUNTY<br>No. 10,562 Equity |
| and | * | |
| DAVID LUTE COLLIER, Infant<br>89 Skelly Place<br>Mineola, New York | * | |
| Defendants | * | |
| | * | |

* * *

Filed 28 Aug., 1952.

## BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

TThe Plaintiff, Emmett G. Collier, complaining, says:

1. The jurisdiction of this Honorable Court is founded upon Article 31A of the Annotated Code of Maryland (1947 Supplement) and Article 16, Section 159, of the Annotated Code of Maryland (1939 Edition).

2. Plaintiff is an adult citizen of the United States, a resident of Montgomery County, State of Maryland and brings this suit in his own right. Defendant Anna Ruth Collier is an adult citizen of the United States and a resident of the State of New York. Defendant June Ellen Collier Smith is an adult citizen of the United States and a resident of the District of Columbia. Defendants Carol Elaine Collier, Ann Ruth Collier, and David Lute Collier are under legal disability as infants and are residents of the State of New York. Defendants are sued in their own rights.

3. Plaintiff is the son of Lucien Emmett Collier, deceased, defendant June Ellen Collier Smith is the daughter of plaintiff herein, defendant Anna Ruth Collier is the daughter of said decedent, and defendants Carol Elaine Collier, Ann Ruth Collier, and David Lute Collier are the issue of defendant Anna Ruth Collier.

4. Bessie Garland Collier, a resident of the District of Columbia, died on April 9, 1946, leaving a will dated September 18, 1943, which said will was a joint will of decedent with Lucien Emmett Collier, her husband, who died on December 5, 1948, a resident of the District of Columbia.

5. The portion of said will which devises real property and the portion of said will which is so ambiguous that the rights of the devisees cannot be determined unless this Honorable Court construe said will is as follows: "T hird, we now own jointly improved real property at 1807 Biltmore Street Northwest, Washington, D.C. at 2004 G. Street, Northwest, Washington, D.C. and eleven unimproved lots at Epping Forest, Maryland. Upon the death of either of us, title to all these properties shall remain in the survivor until his

or her death and any income therefrom shall be controlled by survivor unless and until survivor shall remarry, in which event, although title is to remain in survivor, any income from these properties shall belong to, and be divided equally among Emmett Garland Collier, Anna Ruth Collier, and June Ellen Collier. Upon the death of survivor, title to all these properties shall vest equally in Emmett, Anna and June as tenants in common. Upon Emmett's death, his title to said properties and/or his undivided share of any income therefrom shall pass to June. Upon Anna's death, her title to said properties and/or her undivided share of any income therefrom shall pass to her issue then surviving, equally and per stripes."

Certified copy of the will of said testators is annexed hereto as Exhibit "A".

6. Plaintiff is advised and therefore alleges that the portion of said will quoted in paragraph 5 of this Petition is ambiguous and that plaintiff, as a devisee, is entitled to a construction thereof by this Honorable Court and of a partition and sale of the eleven unimproved lots at Epping Forest, Maryland, mentioned in said will quoted in paragraph 5 of this Petition, namely: Lots 17, 18, 27, 28, 29, 30, 31, 32 and 39 in Block 10 Section A and Lots 5 and 6 in Block 39 Section A of Epping Forest, Anne Arundel County, State of Maryland.

7. Aforesaid real property is not susceptible of division in kind and the plaintiff is advised and believes and therefore avers that he is entitle to have same sold at either public or private sale by a trustee or trustees to be appointed for that purpose, and for the purpose of making a division of the proceeds among the parties as they may be respectfully entitled.

8. Said decedent, Lucien Emmett Collier, died leaving no personal property within the jurisdiction of the State of Maryland.

WHEREFORE THE PREMISES CONSIDERED, plaintiff prays:

1. That process issue from this Honorable Court, directed to the defendants requiring them to appear and answer the exigencies of this Petition;



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that substitute service be had if need be.

2. That this Court appoint a Guardian ad Litem to appear and answer for Carol Elaine, Ann Ruth Collier, and David Lute Collier, infants in this action.

3. That this Honorable Court construe the terms of the joint will of said Lucien E. Collier and said Bessie G. Collier, deceased, with respect to the real property at Epping Forest, Maryland quoted in paragraph 5 of this Petition and adjudicate and declare the rights and interests of the parties hereto in and to said real property by virtue of said will.

4. That this Court decree a partition of the real estate specifically described in paragraph 6 of this Petition and that a trustee or trustees be appointed to sell and convey the same; that the proceeds of said sale be applied to taxes or liens, if any, and that the balance of the proceeds be divided among the parties entitled thereto according to their respective rights.

5. That plaintiff be granted such further relief as to the Court may seem proper and the case may require.

Emmett G. Collier

Emmett G. Collier

COUNTY OF MONTGOMERY )
) SS
STATE OF MARYLAND )

Emmett G. Collier, being first duly sworn on oath according to law deposes and says that he has read the foregoing Petition by him subscribed and knows the contents thereof; that the matters therein stated as of his personal knowledge are true and those stated upon information and belief he believes to be true.

Emmett G. Collier

Emmett G. Collier

Subscribed and sworn to before me this 23 day of July, 1952.

Maurice C. Brown

Notary Public

MAURICE C. BROWN NOTARY PUBLIC MONTGOMERY COUNTY, MD.

My Commission expires: May 4-1953

George A. Finch Jr.

George A. Finch, Jr.
Of Counsel for Plaintiff
Suite 109 Kellogg Building
1422 F Street, N. W.
Washington 4, D. C.

Ridgely P. Melvin, Jr.

Ridgely P. Melvin, Jr.
Of Counsel for Plaintiff
212 Duke of Gloucester Street
Annapolis, Maryland.

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LIBER 90 PAGE 132

Exhibit "A" Filed 28 Aug., 1952

# Last Will and Testament

OF

FILED
JUL 3 - 1948
THEODORE COGSWELL
REGISTER OF WILLS, D. C.
Clerk of Probate Court

Lucien Emmett Collier & Bessie Garland Collier

## In the Name of God, Amen:

I, Lucien Emmett Collier, and
I, Bessie Garland Collier both of 1807 Biltmore Street,

Northwest, Washington, D. C.,

both being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle our worldly affairs, and thereby be the better prepared to leave this world, when it shall please the Almighty to call us hence, do therefore make and publish this our last Will and Testament, hereby revoking and annulling all wills by either of us heretofore made, in manner and form following, that is to say:

**First**, and principally, We commit our souls into the hands of Almighty God, and our bodies to the earth, to be decently buried at the discretion of our executor hereinafter named; and our Will is, that all our just debts and funeral expenses shall be paid by our executor hereinafter named as soon after our decease as shall be convenient;

**Second**, ~~I give, devise and bequeath~~ Our Will is that upon the death of either of us, the decedent's ownership of one-third of the capital stock of the business conducted at 1807 Columbia Road, Northwest, Washington, D.C., under the name Collier Inn, Inc., and all right, title, and interest of decedent in and to such business, including all of the corporation's furniture and fixtures, and all other equipment and facilities, shall vest equally in the survivor and our son, Emmett Garland Collier, who now owns a one-third interest in the business, so that each shall own a fifty per cent interest in said business as long as Emmett Garland Collier shall live. The only exception to this general provision is that upon the death of Bessie Garland Collier, her share of the Corporation's cash, in banks or wherever located, shall be withdrawn from the business and be equally divided among Lucien Emmett Collier, Emmett Garland Collier, Anne Ruth Collier (our daughter), and June Ellen Collier (our granddaughter), or their survivors, unless to so withdraw said share of the corporation's cash would obviously be detrimental to the business. Upon Emmett Garland Collier's death, the only interest in the business which shall remain in his estate shall be the one-third interest which he now owns; the remainder of his fifty per cent interest shall vest absolutely in June Ellen Collier who, upon the death of the survivor of Lucien Emmett Collier and Bessie Garland Collier, shall also take the fifty per cent interest of such survivor in said business, so that after the death of survivor and the death of Emmett Garland Collier, June shall have an absolute two-thirds interest in said business.

THIRD, we now own jointly improved real property at 1807 Biltmore Street, Northwest, Washington, D.C., at 2004 G Street, Northwest, Washington, D.C., and eleven unimproved lots at Epping Forest, Maryland. Upon the death of either of us, title to all these properties shall remain in the survivor until his or her death and any income therefrom shall be controlled by survivor unless and until survivor shall remarry, in which event, although title is to remain in survivor, any income from these properties shall belong to, and be divided equally among, Emmett Garland Collier, Anna Ruth Collier, and June Ellen Collier. Upon the death of survivor, title to all these properties shall vest equally in Emmett, Anna and June as tenants in common. Upon Emmett's death, his title to said properties and/or his undivided share of any income therefrom shall pass to June. Upon Anna's death, her title to said properties and/or her undivided share of any income therefrom shall passto her issue then surviving, equally and per stirpes.

FOURTH, Bessie Garland Collier bequeaths all of her own individual cash and proceeds of her personal bank accounts to Lucien Emmett Collier, Emmett Garland Collier, Anna Ruth Collier and June Ellen Collier, equally, share and share alike.

FIFTH, It is our will that if we both should die before June Ellen Collier becomes of age, Emmett Garland Collier shall be her legal guardian..

SHEET 1A

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*All the rest and residue of my estate, both real, personal and mixed, I give, devise, and bequeath to my*

_____

_____

_____ *and* _____

*to them and their heirs and assigns forever, share and share alike, as tenants in common.*

**And Lastly,** ~~I~~ We *do hereby nominate, constitute and appoint* ~~my~~ Mr. Francis C. Cole, 716 East Ieland Street, Chevy Chase Maryland, *executor of this,* ~~my~~ our *last Will and Testament, and* ~~I~~ we *desire that* ~~my~~ our *executor hereinbefore named shall not be required to give bond for the faithful performance of the duties of that office.*

**In Testimony Whereof,** ~~I~~ we *have set* ~~my~~ our *hand and seal to this,* ~~my~~ our *last Will and Testament, at* Washington, D. C., *this* eighteenth *day of* September *in the year of our Lord one thousand nine hundred and* forty-three.

_____ [SEAL]

**Signed, Sealed, Published and Declared,** *by* Lucien Emmett Collier and Bessie Garland Collier *the above-named testators, as and for* ~~their~~ *last Will and Testament, in our presence, and at* ~~their~~ *request, and in* ~~their~~ *presence, and in the presence of each other, we have hereunto subscribed our names as attesting witnesses.*

Lucien E. Collier

Bessie Garland Collier

*Residence* _____

Bernice Prince Cain

*Residence* Conover, Ohio

John J. Lewis

*Residence* 304 N. Washington St.
(Write very plainly) Marion, Ind.

SHEET 2

Cal 3X

LIBER 90 PAGE 135

Form No. 78

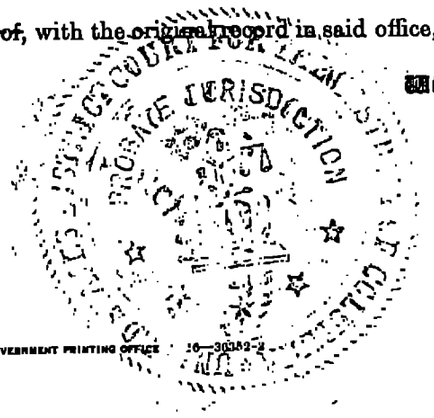
# United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*

I, THEODORE COGSWELL, Register of Wills for the District of Columbia, Clerk of the Probate Court, **Do Hereby Certify**, That the foregoing is a true copy of the original will - - - of Lucien Emmett Collier, deceased, ~~and the proof thereof~~, filed and recorded in the office of the Register of Wills for the District of Columbia, Clerk of the Probate Court, aforesaid; and that the said will - - - after having been duly proven, ~~as will appear by the proof thereto attached,~~ - - - was, by order of the said Court, in accordance with the laws of the District of Columbia, admitted to probate and record on the second day of May, A. D. one thousand nine hundred and forty-nine.

I **Further Certify**, That said will - - - was duly executed and proved agreeably to the laws and usages of the District of Columbia, and that I have compared the foregoing copy of said will - - -, and ~~the proof thereof~~, with the ~~original~~ record in said office, and find it to be a full, true, and correct transcript thereof.



**Witness**, my hand and the seal of said Probate Court, this 29th day of July, A. D. 19 52.

Theodore Cogswell

*Register of Wills for the District of Columbia,*
*Clerk of the Probate Court.*

U. S. GOVERNMENT PRINTING OFFICE 16—30382-2

Form No. 179

LIBER 90 PAGE 136

CERTIFICATES TO OFFICERS

# United States District Court for the District of Columbia

DISTRICT OF COLUMBIA, *to wit:*

I, R.B. Keech, ~~Chief~~ Judge of the United States District Court for the District of Columbia, do hereby certify that THEODORE COGSWELL, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, the Register of Wills in and for said District and Clerk of the Probate Court, and that said attestation by him is in due form.

WITNESS my hand and seal this 29th day of July, 19 52.

R. B. Keech, *~~Chief~~ Judge.*

DISTRICT OF COLUMBIA, *to wit:*

I, Theodore Cogswell, Register of Wills and Clerk of the Probate Court, United States District Court for the District of Columbia, hereby certify that R.B. Keech whose genuine signature is subscribed to the foregoing certificate, was, Presiding at the time of signing and attesting the same, ~~Chief~~ Judge of said Court, duly commissioned and qualified.

WITNESS my hand and the seal of said Court this 29th day of July, 19 52.

Theodore Cogswell

*Register of Wills,*
*Clerk of the Probate Court.*

U. S. GOVERNMENT PRINTING OFFICE 16—49507-2

9

EMMETT G. COLLIER
2 Dale Drive
Silver Spring, Maryland
Plaintiff

vs.

ANNA RUTH COLLIER
89 Skelly Place
Mineola, New York, and
JUNE ELLEN COLLIER SMITH
1605 Newton St., N.W.
Washington, D.C., and
CAROL ELAINE COLLIER, Infant
89 Skelly Place
Mineola, New York, and
ANN RUTH COLLIER, Infant
89 Skelly Place
Mineola, New York, and
DAVID LUTE COLLIER, Infant
89 Skelly Place
Mineola, New York
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,562 Equity

Filed 24 Oct., 1952.

# A N S W E R

The answer of June Ellen Smith to the Bill of Complaint against her and others in this Court exhibited says:

(1) That she has received a copy of the Bill of Complaint in these proceedings and that she admits the matters and facts set forth therein, and consents to the passage of such decree as may be right and proper in the premises.

June Ellen Smith
June Ellen Smith
Defendant

DISTRICT OF COLUMBIA )
) ss
CITY OF WASHINGTON )

I HEREBY CERTIFY that, on this 29th day of August, 1952, before me, a Notary Public of the District of Columbia, in and for the City of Washington, personally appeared June Ellen Smith, one of the defendants in the above entitled case, and duly acknowledged the foregoing Answer to be her act and deed.

Grace E. M. Barnes
Notary Public

| | | |
|---|---|---|
| EMMETT G. COLLIER<br>2 Dale Drive<br>Silver Spring, Maryland<br>Plaintiff | : | |
| vs. | : | IN THE |
| ANNA RUTH COLLIER<br>89 Skelly Place<br>Mineola, New York, and | : | CIRCUIT COURT<br>FOR |
| JUNE ELLEN COLLIER SMITH<br>1605 Newton Street, N.W.<br>Washington, D. C., and | : | ANNE ARUNDEL COUNTY<br>No. 10,562 Equity |
| CAROL ELAINE COLLIER, Infant<br>89 Skelly Place<br>Mineola, New York, and | : | |
| ANN RUTH COLLIER, Infant<br>89 Skelly Place<br>Mineola, New York, and | : | |
| DAVID LUTE COLLIER, Infant<br>89 Skelly Place<br>Mineola, New York<br>Defendants | : | |

Filed 27 Oct, 1952

## A N S W E R

The answer of Anna Ruth Collier to the Bill of Complaint against her and others in this Court exhibited says:

(1) That she has received a copy of the Bill of Complaint in these proceedings and that she admits the matters and facts set forth therein in paragraphs one through eight.

(2) That she is advised and believes that paragraphs 5 and 6 of the Bill of Complaint clearly show the portion of the will of the decedents in controversy to be ambiguous, but avers that a proper construction of the intent of the testators would be to devise the property to this defendant, the defendant June Ellen Collier Smith and the plaintiff Emmett G. Collier, in fee simple, as tenants in common.

WHEREFORE THE PREMISES CONSIDERED, this defendant prays:

1. That this Honorable Court construe the terms of the joint will of Lucien E. Collier and Bessie G. Collier with respect to the real property in Epping Forest, Maryland to have

intended a devise thereof, in fee simple, to Anna Ruth Collier, June Ellen Collier Smith and Emmett Garland Collier as tenants in common.

2. That this Court decree a partition of the said real estate and appoint a trustee or trustees to sell and convey the same and that the net proceeds of the sale be divided between she, June Ellen Collier Smith and Emmett Garland Collier equally as the parties entitled thereto.

3. And for such other relief as to the Court may seen proper.

Anna Ruth Collier
Anna Ruth Collier

District of Columbia )
) ss
City of Washington )

I HEREBY CERTIFY that, on this 28 day of August, 1952, before me, a Notary Public in and for the District of Columbia, personally appeared Anna Ruth Collier, one of the defendants in the above entitled cause, and duly acknowledged the foregoing Answer to be her act and deed.

Patricia M. Afgar
Notary Public, D. C.
My Commission Expires Feb. 28, 1954

Stephen G. Ingham
Stephen G. Ingham
Of Counsel for Defendant
Anna Ruth Collier
Southern Building
Washington 5, D.C.

Kiley & Fox
By: Harvey E. Fox Jr.
Of Counsel for Defendant
Anna Ruth Collier
8616 Georgia Avenue
Silver Spring, Md.

LIBER 90 PAGE 140

EMMETT G. COLLIER
2 Dale Drive
Silver Spring, Maryland
Plaintiff

vs.

ANNA RUTH COLLIER
89 Skelly Place
Mineola, New York,
JUNE ELLEN COLLIER SMITH
1605 Newton St., N.W.
Washington, D.C.,
CAROL ELAINE COLLIER, Infant
89 Skelly Place
Mineola, New York,
ANN RUTH COLLIER, Infant
89 Skelly Place
Mineola, New York, and
DAVID LUTE COLLIER, Infant
89 Skelly Place
Mineola, New York
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,562 - Equity

Filed 7 Oct., 1932.

## PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Emmett G. Collier, the plaintiff in the above cause, respectfully represents:

1. That Carol Elaine Collier, Ann Ruth Collier, and David Lute Collier, three of the defendants in said cause, have been duly returned summoned, but being infants they can not answer and defend this suit for themselves.

2. That said infants have no guardian within the jurisdiction of this Court to answer and defend the suit for them.

Your petitioner therefore prays your Honors to appoint a guardian ad litem to appear and answer for said infants.

AND, as in duty bound, etc.

Emmett G. Collier

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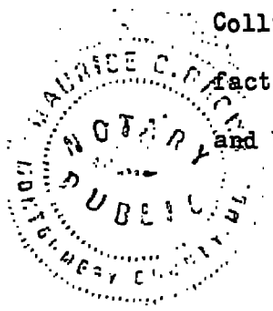
STATE OF MARYLAND )
) ss.
COUNTY OF MONTGOMERY )

I hereby certify that on this 7th day of October, 1952, before me, the subscriber, a Notary Public in and for the said County and State, personally appeared the above named Emmett G. Collier and made affirmation in due form of law that the matters and facts in the foregoing petition are true to the best of his knowledge and belief.




Maurice C. Brown

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LIBER 90 PAGE 142

| | | |
|---|---|---|
| EMMETT G. COLLIER | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | FOR |
| ANNA RUTH COLLIER, et al. | * | ANNE ARUNDEL COUNTY |
| | * | No. 10,562 - Equity |

* * *

ORDER APPOINTING GUARDIAN AD LITEM

ORDERED this 27th day of October, 1952, by the Circuit Court for Anne Arundel County, upon the foregoing petition and affidavit, that Morris Albert be, and he is hereby, appointed guardian ad litem to appear and answer for Carol Elaine Collier, Ann Ruth Collier, and David Lute Collier, infant defendants in the above cause.

Benjamin Michaelson
Judge

Filed 27 Oct., 1952.

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LIBER 90 PAGE 143

| | | |
|---|---|---|
| EMMETT G. COLLIER | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | FOR |
| ANNA RUTH COLLIER, et al. | * | ANNE ARUNDEL COUNTY |
| | * | No. 10,562 - Equity |

* * * * *

ANSWER OF INFANTS BY GUARDIAN

The joint and several answer of Carol Elaine Collier, Ann Ruth Collier, and David Lute Collier, infants, by Morris Albert, guardian ad litem, duly appointed by order of this Court, to the Bill of Complaint of Emmett G. Collier against them in this Court exhibited.

These defendants, being infants, can not admit any of the matter and things in said Bill alleged, and submit their rights thereunder to the protection of this Court.

AND, as in duty bound, etc.

Morris Albert

Morris Albert, Guardian ad litem
for Infant Defendants

Filed 13 Jan., 1953.

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| | | |
|---|---|---|
| EMMETT G. COLLIER, | : | IN |
| PLAINTIFF, | : | THE CIRCUIT COURT |
| VS. | : | FOR |
| ANNA RUTH COLLIER, ET AL., | : | ANNE ARUNDEL COUNTY |
| DEFENDANTS | : | No. 10,562 Equity |

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

June 30, 1953

Filed 31 Aug., 1953.

Present:

Mr. Ridgely P. Melvin )
Mr. George A. Finch, Jr.) Solicitors for Plaintiff

Mr. Stephen G. Ingham, Solicitor for Anna Ruth Collier.

Mr. Morris Albert, Guardian ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Fred E. Voges, pages 2, 3.

W.H.M. Smith, pages 3, 4.

Emmett G. Collier, pages 5, 6, 7.

June Ellen Collier Smith, page 8.

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

(Mr. Melvin)

1. State your name and address.

A. Fred E. Voges, 221 Main Street, Annapolis, Md.

2. What is your occupation?

A. Real Estate broker and appraiser.

3. How long have you been engaged in that business?

A. Over 19 years.

4. Are you familiar generally with property in Epping Forest?

A. Yes.

5. Did you have occasion to inspect Lots 17, 18, 27, 28, 29, 30 31, 32 and 33, Block 10, Section A, Epping Forest and Lots 5 and 6, Block 39 of Epping Forest?

A. I have.

6. When did you make that inspection?

A. 29 June 1953, yesterday.

7. Can you describe the lots generally?

A. Lots 17, 18, 27, 28, 29, 30, 31, 32, and ~~33~~ 39 are located in Section 10, Block A and they are also located on Holly Trail overlooking the Severn River. They are irregular in shape; the depth of the longest lot is 184 feet and the shortest one has a depth of 88 feet; the next three lots are rather pie-shaped due to the road going around the hill changing the contour. Lots 5 and 6 are located on Friar Trail; both have a frontage on Friar Trail of 27 feet each and width in the rear of 25 feet and average depth of 140 feet; all of these lots are wooded.

8. Are there any improvements on any of the lots?

A. No improvements.

9. What, in your opinion, would be a fair market value for these lots?

A. In my opinion the fair market value for Lots 17, 18, 27 to 32 + 39 would be $2250.00 and I believe a fair market value for 5 and

6 would be $400 at this time.

10. Are these individual lots susceptible of partition in kind in your opinion?

A. I would say they are not.

11. Why not?

A. I think it would be impossible to divide them up into equitable shares.

12. Were you accompanied by any other real estate expert when you made this inspection?

A. Yes, W.H.M. Smith of Annapolis, Md.

13. Did you and he discuss together your appraisal for these lots?

A. We did.

14. If the Court determines that the infants have any interest in theproperty, do you think it would be to their best interest and advantage that these lots be sold?

A. I do.

15. Why are you of that opinion?

A. I think the best thing to do would be to sell them; they are not bringing in any income, not that I can see; taxes are accruing every year; the lots are becoming more overgrown and the longer they lie idle the harder it is to sell them.

(Mr. Klawans)

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

Fred E. Voges

---

W. H. M. Smith, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name and address.

A. William Henry Martin Smith, Annapolis, Md.

2. What is your occupation?

A. Real estate and insurance agent.

3. How long have you been a real estate and insurance agent?

A. Since 1939.

4. Are you familiar with property at Epping Forest?

A. Yes.

5. On 29 June 1953 did you have occasion to accompany Mr. Voges to inspect the lots that are the subject matter ofthis proceeding?

A. Yes.

6. Have you heard Mr. Voges' description of the property?

A. Yes.

7. Does that conform with what your description would be?

A. It does.

8. What in your opinion would be a fair market value for these lots?

A. The group of 9 in Block 10, Section A $2250 and the 2 lots on Friar Trail $400.

9. Are these individual lots susceptibel of partition in kind?

A. I don't think so.

10. Why not?

A. They would have to be sold as one tract. the 9 comprise one solid area; the whole tract should be disposed of in one unit.

11. Would it be to the best interest and advantage of the infants named in this suit to sell the property and distribute the proceeds in the event the Court determines the infants do have an interest in the property?

A. Yes, the property is valueless lying there now.

(Mr. Klawans)

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

W.H.M. Smith

W.H.M. Smith

---

Emmett G. Collier, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name and address.

A. Emmett G. Collier, 2 Dale Drive, Silver Springs, Md.

2. Are you the Plaintiff in this case?

A. That's right.

3. What relation to you, if any, is Anna Ruth Collier?

A. My sister.

4. Do you know the other persons named as defendants in this case?

A. Yes.

5. What relation is June Ellen Collier Smith to you?

A. Daughter.

6. Are Carol Elaine Collier, Ann Ruth Collier and David Lute Collier the children of your sister, Anna Ruth Collier?

A. That's right.

7. Do you know their ages?

A. The oldest one is about 13, Carol Elaine, Ann Ruth is 11, and the little boy is 3 or 4.

8. Do you own any interest in the 11 lots at Epping Forest which have been mentioned today?

A. Through the Will of my father, Lucien Collier.

9. When did your father die?

A. December 5, 1948.

10. Did your mother survive him?

A. She died about two years before him.

11. Did he leave a Will?

A. They had a joint Will.

12. Have you read the will of your father and mother?

A. Yes.

13. Is this a copy of your father's Will?

A. Yes. (COPY OF WILL MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

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14. According to the third paragraph of the Will of your mother and father certain property in Washington, D. C. and 11 unimproved lots at Epping Forest were left upon the death of the survivor of your mother and father to be divided equally among you and Anna Ruth Collier and June Ellen Collier, who is now June Ellen Collier Smith, your daughter?

A. Yes.

15. Is that the provisionunder the will in wich you have an interest in the lots at Epping Forest?

A. That's right.

16. Has your father's estate been administered in Washington, D. C.?

A. Yes.

17. Is that where he resided at the time of his death?

A. Yes.

18. Has there been any litigation in Washington concerning the construction of the third paragraph of your father's Will?

A. Yes.

19. That, of course, affected the Washington real estate, did it not?

A. Yes.

20. As a result of that litigation what interest did you own in the real estate there?

A. One-third.

21. You had an absolute one-third interest?

A. Yes, with my sister and daughter.

22. Are you now asking the Court to construe this third paragraph this same way in Anne Arundel?

A. Yes.

23. Did your father remarry after your mother's death?

A. No.

24. Did your father own these 11 lots that are the subject matter of this case at the time of his death?

A. Yes.



Z3

25. Do you have in your possession the deed or deeds by which your father and mother got title to these Lots?

A. I have one deed for Lots 5 and 6 in Block 39.

26. Is this the deed?

A. Yes. (MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

27. Is there another deed for the remaining 9 lots?

A. I would think there is; we have been paying taxes on them since 1930.

28. Did your father get the lots in one conveyance?

A. Yes he did.

29. Is it your desire that these 11 lots be sold and the proceeds be divided among you and your sister and daughter?

A. Yes.

30. Do you know whether or not it was the intention of your father and mother that these lots be left to you, your sister and your daughter in fee simple equally as tenants in common?

A. I think so.

31. Why do you say that?

A. According to what I gather from the Will, my mother felt that my daughter should have an equal share, in other words, that all of her estate be divided in equal shares.

(Mr. Klawans)

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

Emmett G. Collier

Emmett G. Collier

June Ellen Collier Smith, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Melvin)

1. State your name and address.

A. June Ellen Collier Smith, 1650 Newton Street, N.W., Washington, D. C.

2. Are you one of the defendants in this case?

A. Yes.

3. Is Mr. Emmett G. Collier, who just testified your father?

A. Yes.

4. Do you own any interest in the 11 lots which have been mentioned in this case?

A. Just from the Will of my grandparents.

5. Through that will, did you acquire an interest in the property in Washington, D. C.?

A. Tes, one--third.

6. With whom else did you acquire an interest in that property as a result of the Will?

A. My father and my aunt, Anna Ruth Collier.

7. Is it your desire that these lots be sold and the proceeds be divided between you and your father and your aunt?

A. Yes.

(Mr. Klawans)

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

June Ellen Collier Smith



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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 Solicitors is returned to the Court.

Witness my hand and seal this 31st day of August 1953.

Emanuel Klawans (SEAL)
Examiner.

E. K. $10.00
K.H.McC. $8.00

Pd. 7/15/53
KHMcE

26

orig + 4



LAST WILL AND TESTAMENT

OF

Lucien Emmett Collier & Bessie Garland Collier

IN THE NAME OF GOD, AMEN:

I, Lucien Emmett Collier, and I, Bessie Garland Collier, both of 1307 Biltmore Street, Northwest, Washington, D. C., both being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle our worldly affairs, and thereby be the better prepared to leave this world, when it shall please the Almighty to call us hence, do therefore make and publish this our last Will and Testament, hereby revoking and annulling all wills by either of us heretofore made, in manner and form following, that is to say:

Filed 31 Aug., 1953.

FIRST, and principally, we commit our souls into the hands of Almighty God, and our bodies to the earth, to be decently buried at the discretion of our executor hereinafter named; and our Will is, that all our just debts and funeral expenses shall be paid by our executor hereinafter named as soon after our decease as shall be convenient;

SECOND, Our Will is that upon the death of either of us, the decedent's ownership of one-third of the capital stock of the business conducted at 1007 Columbia Road, Northwest, Washington, D. C., under the name Collier Inn, Inc., and all right, title and interest of decedent in and to such business, including all the corporation's furniture and fixtures, and all other equipment and facilities, shall vest equally in the survivor and our son, Emmett Garland Collier, who now owns a one-third interest in the business, so that each shall own a fifty per cent interest in said business as long as Emmett Garland Collier shall live. The only exception to this general provision is that upon the death of Bessie Garland Collier, her share of the Corporation's cash, in banks or wherever located, shall be withdrawn from the business and be equally divided among Lucien Emmett Collier, Emmett Garland Collier, Anna Ruth Collier (our daughter), and June Ellen Collier (our granddaughter), or their survivors, unless to so withdraw said share of the Corporation's cash would obviously be detrimental to the business. Upon Emmett Garland Collier's death, the only interest in the business which shall remain in his estate shall be the one-third

Executors Exh. 1 - page 1
E. Stevens, Examr

27

interest which he now owns; the remainder of his fifty per cent interest shall vest absolutely in June Ellen Collier who, upon the death of the survivor of Lucien Emmett Collier and Beesie Garland Collier, shall also take the fifty per cent interest of such survivor in said business, so that after the death of the survivor and the death of Emmett Garland Collier, June shall have an absolute two-thirds interest in said business.

THIRD, we now own jointly improved real property at 1307 Biltmore Street, Northwest, Washington, D. C., at 2004 O Street, Northwest, Washington, D. C., and eleven unimproved lots at Epping Forest, Maryland. Upon the death of either of us, title to all these properties shall remain in the survivor until his or her death and any income therefrom shall be controlled by survivor unless and until survivor shall remarry, in which event, although title is to remain in survivor, any income from these properties shall belong to, and be divided equally among, Emmett Garland Collier, Anna Ruth Collier, and June Ellen Collier. Upon the death of survivor, title to all these properties shall vest equally in Emmett, Anna and June as tenants in common. Upon Emmett's death, his title to said properties and/or his undivided share of any income therefrom shall pass to June. Upon Anna's death, her title to said properties and/or her undivided share of any income therefrom shall pass to her issue then surviving, equally and per stirpes.

FOURTH, Beesie Garland Collier bequeaths all of her own individual cash and proceeds of her personal bank accounts to Lucien Emmett Collier, Emmett Garland Collier, Anna Ruth Collier and June Ellen Collier, equally, share and share alike.

FIFTH, it is our Will that if we both should die before June Ellen Collier becomes of age, Emmett Garland Collier shall be her legal guardian.

All the rest and residue of my estate, both real, personal and mixed, I give, devise, and bequeath to my..... and ..... to them and their heirs and assigns forever, share and share alike, as tenants in common.

AND LASTLY, We do hereby nominate, constitute and appoint Mr. Francis C. Cole, 716 East Leland Street, Chevy Chase, Maryland, executor of this, our last Will and Testament, and we desire that our executor hereinbefore named shall not be required to give bond for the faithful performance of the duties of that office.



Examiner's Exh. 1 1-2
E. Klavans Examiner

28

IN TESTIMONY WHEREOF, We have set our hand and seal to this, our last Will and Testament, at Washington, D. C., this eighteenth day of September, in the year of our Lord one thousand nine hundred and forty-three.

SIGNED, SEALED, PUBLISHED AND DECLARED, by Lucien Emmett Collier and Bessie Garland Collier the above named testators, as and for their last Will and Testament, in our presence, and at their request, and in their presence, and in the presence of each other, we have hereunto subscribed our names as attesting witnesses.

(Signed) Luc. E. Collier
Bessie G Collier

Bernice Prince Cain
Conover, Ohio

John J. Lewis
304 N. Washington St.
Marion, Ind.

I certify that the above copy is an exact duplicate of the will of Lucien E & Bessie G Collier

George A. Fendler Jr.



Examiner's Exh. 1 - p 3
E/Havens, Examiner

29

---------D E E D ---------

THIS DEED made this 11th day of April , in the year of our Lord One Thousand Nine Hundred and Thirty-two, by and between Georgia E.Jordan and Eugene P.Jordan of Washington, District of Columbia parties of the first part and Lute E.Collier and Bessie G.Collier, his wife, of the City of Washington, District of Columbia parties of the second part.

WITNESSETH: That for and in consideration of the sum of Ten Dollars, ($10.00), lawful money of the United States, in hand paid, and other good and valuable considerations, the said parties of the first part do grant and convey unto Lute E.Collier and Bessie G.Collier, his wife joint tenants in their entireties, their heirs and assigns in fee simple, all that piece or parcel of land and premises, situate, lying and being in Anne Arundel County, State of Maryland and being described as follows; to wit:

Lots five(5) and six(6) all in block 39 as shown on a certain map, entitled, "Map of Epping Forest, Anne Arundel County, Maryland, Severn Shores, Inc., Section "A" Edward H.Coulson, engineer, June 18, 1926," and recorded in plat book W.M.B. folio 39 among the Land Records of Anne Arundel County, Maryland, being part of the same land which the part of the first part obtained from

dated and recorded in the said Land Records of said Anne Arundel County, State of Maryland, in Liber at folio together with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, waters, and privileges, appurtenances and advantages to the same belonging, or in any wise appertaining; subject, however, to the covenants and restrictions of record, and subject to the further restriction that no sale, assignment transfer or pledge of the property herein described, shall be made without the written consent and approval of the Epping Forest Club and subject to the further restriction that no tent shall be erected on said premises, and no building or structure shall be erected on the premises herein described until the plans thereof have been approved by the said Epping Forest Club, and subject to the building line restrictions of said Club.

Filed 31 Aug., 1953.

TO HAVE AND TO HOLD the aforesaid piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto, and to the only proper use, benefit and behoof of the said their heirs and assigns in fee simple, and the said part of the first part covenant that they will warrant specially the property hereby conveyed, that they are seized of the land and property hereby conveyed; that they have a right to convey said land; that the said parties of the second part shall quietly enjoy said land; that they will execute such further assurances of said land as may be requisite.

In Testimony whereof, the said Georgia E.Jordan and Eugene P.Jordan have signed, sealed and delivered these presents.

Witness

Ethelyn A. Hine

Georgia E. Jordan (Seal)

Eugene P. Jordan. (Seal)

District of Columbia SS:

I hereby certify that on the 20th day of April A.D.1932 before the subscriber, a notary public for the District of Columbia aforesaid, personally appeared Georgia E. Jordan and Eugene P. Jordan who acknowledged the same to be their act and deed.

IN TESTIMONY WHEREOF, I have hereunto affixed my seal this 20th day April A.D.1932

[illegible]

Notary Public in and for the District of Columbia.

Examiner's Exh. 2

E.M. Cannon, Examiner

30

LIBER 90 PAGE 157

Ex

I hereby certify that the property named in this [illegible] was transferred as provided by [illegible]

R. Harry Arnold,
Clerk.

TAXES PAID
TO [illegible]
C. A. [illegible]
RC Treas.

Deed

Georgia E. Jordan
and
Eugene P. Jordan

TO

Lute E. Collier
and
Bessie G. Collier

Lots 5, 6
Block 39
EPPING FOREST
MARYLAND

Received for Record 18 day of Oct 1932 at 9 o'clock A M and same day recorded in Liber F. S. R., ____ No 104 Fol. 63 Land Records of Anne Arundel County.
FRANK S. REVELL, Clerk

2.20
Pail

THIS DEED, Made this 21st day of January A.D. 1929, by and between Eugene P. Jordan and Georgia E. Jordan, his wife, parties hereto of the first part, Severn Shores, Incorporated, (a Maryland Corporation), party hereto of the second part, the Southern Maryland, Mortgage Company, Incorporated, (a Delaware Corporation) mortgagee as hereinafter set forth, party hereto of the third part, and Lute E. Collier and Bessie G. Collier, his wife, of the District of Columbia, as Tenants by the entirety, parties hereto of the fourth part:

WITNESSETH that whereas the party hereto of the second part heretofore conveyed unto the Parties of the first part as Joint Tenants, the following described real estate situate in Anne Arundel County, Maryland, to wit: Lots numbered Seventeen (17), Eighteen (18) and Thirty-three (33), in Block numbered Ten (10), in a subdivision known as "Epping Forest-SectionA", as per plat recorded in Plat Book W.M.B. No. 1, folio 39, one of the Land Records for said County, by deed dated November 30, 1928, and recorded among said Land Records in Liber F.S.R. No. 6, folio 219, but the parcel intended to have been conveyed by the description in said deed of Lot 33, has since been discovered to have been marked on said plat as Lot 39, instead of Lot 33, and said deed altho intending to convey the lot so marked 39, by reason of being designated _ Lot 33 in said deed may be construed to have left the title to said Lot 39 still vested in the party of the second part, and

Examined & Ck. No. 3
Filed 31 Aug., 1953

WHEREAS said parties of the first part have now sold all of said three lots together with certain other lots in said block as hereinafter described, being the same lots which were conveyed to Eugene P. Jordan, one of the parties of the first part, by deed from said party of the second part, dated October 3, 1928, and recorded among said Land Records in Liber F.S.R. No. 6, folio 201, unto the parties of the fourth part, who have requested that said Severn Shores, Incorporated, join in this deed to correct the improper designation of said Lot 39 as aforesaid, and to assure



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that they are acquiring the the proper title to the land which they have purchased, which includes said Lot 39, and

WHEREAS the property so purchased by said parties of the fourth part is now subject to a certain mortgage from said party of the second part to the party of the third part, dated March 28, 1928, and recorded among said Land Records in Liber F.S.R. No. 26, folio 444, which said mortgage indebtedness has been repaid in so far as the hereinafter described real estate is concerned, and said party of the third part has been requested to join in this deed as evidence thereof and to release the land hereby conveyed from the legal effect and operation thereof.

NOW THEREFORE, THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of One Dollar to each of them in hand paid, receipt of which before the delivery of this deed is hereby acknowledged, the parties hereto of the first, second and third parts do hereby grant and convey unto the parties of the fourth part, as Tenants by the Entirety, in fee simple, the following described land and premises situate in Anne Arundel County, in the State of Maryland. to wit:

Lots numbered Seventeen (17) Eighteen (18), Twenty-seven (27) to Thirty-two (32), both inclusive, and Thirty-nine (39), in Block numbered Ten (10) in a subdivision known as "Epping Forest-Section A"; as per plat recorded in Plat Book W.M.B. No. 1, folio 39, one of the Land Records for said Anne Arundel County; said lot 39 being described in the aforementioned deeds, and mortgage to the Southern Maryland Mortgage Company, Incorporated, as Lot 33.

TOGETHER with the improvements, easements and appurtenances thereto belonging or in any manner appertaining.

TO HAVE AND TO HOLD the land and premises above described, together with the improvements easements and appurtenances thereto belonging unto and to the only proper use, benefit and behoof forever of said Lute E. Collier and Bessie G. Collier, his wife, as Tenants by the Entirety, in fee simple, fully released and discharged from the effect and operation of said mortgage.



33

SUBJECT, however, to the building restrictions and covenants contained in the two above recited deeds from Severn Shores, Incorporated.

AND the parties hereto of the first and second parts covenant that they will warrant specially the title to the land and premises hereby conveyed, and that they will execute such further assurances of said land as may be requisite.

WITNESS the hands and seals of the parties hereto of the first part, and the corporate signatures and seals of the parties hereto of the second and third parts.

Witness: (Corporate Seal) Eugene P. Jordan (Seal)

Alfred B. Baker. Georgia E. Jordan (Seal)

Attest: Severn Shores Incorporated

Allen McCullen
Secretary. By Walter L. Bean
President.

Southern Maryland Mortgage

Attest: Company, Incorporated

F.B. Frantz
Secretary. (Corporate Seal) By John deP. Douw,
President.

District of Columbia, SS:

I Hereby Certify that on this 21st day of January, A.D. 1929, before the subscriber, a Notary Public in and for said District, personally appeared Eugene P. Jordan and Georgia E. Jordan, his wife, and each acknowledged the foregoing deed to be their act.

I Testimony Whereof, I have affixed my official seal this 21st day of January A.D. 1929.

(Notary Seal) Ross H. Johnson
Notary Public, D.C.

District of Columbia, SS:

I Hereby Certify that on this 21st day of January, A.D. 1929, before the subscriber a Notary Public in and for said District, personally appeared Walter L. Bean President of Severn Shores Incorporated, and did acknowledge the aforegoing deed to be the act and deed of said Corporation.

In Testimony Whereof, I have affixed my official seal this 21st day of January, A.D. 1929.

(Notary Seal) Ross H. Johnson
Notary Public, D.C.

State of Maryland, County of Anne Arundel, SS:

I Hereby Certify that on this 28th day of January, A.D. 1929, before the subscriber, a Notary Public in and for said State and County, personally appeared John DeP. Douw President of Southern Maryland Mortgage Company, Incorporated, and did acknowledge the foregoing deed to be the act and deed of said corporation.

In Testimony whereof, I have affixed my official seal this 28th day of January, A.D. 1929.

(Notary Seal) Frances Dyker.
Notary Public.

Recorded January 31, 1929, at 12 M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber F.S.R. No. 39 Folio 395 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 17th day of July, 1953.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

LIBER 90 PAGE 162 Filed 31 Aug. 1953

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

EMMETT G. COLLIER )
Plaintiff )
)
vs. ) Civil Action No. 3461-50
)
ANNA RUTH COLLIER, ET AL )
Defendants )
)

FILED
JUL 2 6 1951
HARRY M. HULL, CLERK

FINDINGS OF FACT AND CONCLUSIONS OF LAW

FINDINGS OF FACT

The plaintiff is the son of Lucien Emmett Collier and Bessie Garland Collier, both deceased, and the defendant Anna Ruth Collier is the daughter of the aforementioned decedents. The defendant, June Ellen Collier, is the infant daughter of the plaintiff, and defendants Carol Elaine Collier, Ann Ruth Collier, and David Lute Collier, are the children of defendant Anna Ruth Collier.

Bessie Garland Collier died on April 9, 1946, leaving a will dated September 18, 1943, said will being a joint will with Lucien Emmett Collier, her husband, who died on December 5, 1949.

The Executor nominated in said will declined to serve, and said joint will was admitted to probate in administration proceedings Nos. 72840 and 72841, and the plaintiff qualified as administrator c. t. a.

Article three of said joint will is as follows:

"Third, we now own jointly improved real property at 1807 Biltmore Street, Northwest, Washington, D. C., at 2004 G Street, Northwest, Washington, D. C., and eleven unimproved lots at Epping Forest, Maryland. Upon the death of either of us, title to all these properties shall remain in the survivor until his or her death and any income therefrom shall be controlled by survivor unless and until survivor shall remarry, in which event, although title is to remain in survivor, any income from these

properties shall belong to, and be divided equally among Emmett Garland Collier, Anna Ruth Collier, and June Ellen Collier. Upon the death of survivor, title to all these properties shall vest equally in Emmett, Anna, and June as tenants in common. Upon Emmett's death, his title to said properties and/or his undivided share of any income therefrom shall pass to June. Upon Anna's death, her title to said properties and/or her undivided share of any income therefrom shall pass to her issue then surviving, equally and per stirpes."

Subsequent to the death of Bessie Garland Collier, Lucien Emmett Collier sold and conveyed the real property improved by the premises 2004 G Street, N. W., Washington, D. C.

June Ellen Collier Smith, nee June Ellen Collier, is the daughter of Emmett Garland Collier by his first wife. Subsequent to the divorce proceedings between Emmett and his first wife and for the greater part of the rest of her life down to the time of her marriage to Mr. Smith, June Ellen lived not with her father, but with her aunt, Anna Ruth Collier.

At the time the joint will was executed the infant defendant, Carol Elaine Collier was but three years of age, the infant defendant Ann Ruth Collier was but six months of age, and the infant defendant, David Lute Collier was not in being.

CONCLUSIONS OF LAW

1. That the language "Upon Emmett's death, his title to said properties and/or his undivided share of any income therefrom shall pass to June. Upon Anna's death, her title to said properties and/or her undivided share of any income therefrom shall pass to her issue then surviving, equally and per stirpes." is an improper illegal attempt to restrain and restrict the fee simple estate already devised; that said language is ambiguous and confusing; that the estate having vested in fact, the effect of the said language is without power.

2. That the intention of the testators gathered from the language of the entire instrument and read in the light of the surrounding circumstances, was that upon the death of the survivor of the testators, title to that parcel of real property improved by the premises known as 1807 Biltmore Street, Northwest, Washington, D. C. was to vest equally in Emmett Garland Collier, Anna Ruth Collier, and June Ellen Collier Smith, nee June Ellen Collier, as tenants in common.

3. That Emmett Garland Collier, Anna Ruth Collier, and June Ellen Collier Smith, nee June Ellen Collier, are co-owners in fee simple of that parcel of real property improved by the premises known as 1807 Biltmore Street, Northwest, Washington, D. C. as tenants in common.

James R. Kirkland
Judge

Copy of the foregoing Findings of Fact & Conclusions of Law mailed to Stephen G. Ingham, attorney for defendant Anna Ruth Collier, to Leslie B Downing, Guardian ad Litem for defendant June Ellen Collier Smith, & to Olive Lloyd Onion, Guardian ad Litem for Carol Elaine Collier et al on the 24th day of July, 1951.

George A. Finch Jr.
Attorney for Plaintiff

A TRUE COPY
TEST: 7-13-53
HARRY M. HULL, Clerk
By [signature]
Deputy Clerk
38

10

3p

LIBER 90 PAGE 165 Filed 31 May 1951

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF COLUMBIA

FILED

JUL 26 1951

HARRY M. HULL, CLERK

EMMETT G. COLLIER )

Plaintiff )

Vs. ) Civil Action No. 3461-50

ANNA RUTH COLLIER, ET AL )

Defendants )

JUDGMENT CONSTRUING THE JOINT WILL OF BESSIE GARLAND COLLIER AND LUCIEN EMMETT COLLIER, DECEASED, AND PARTITIONING REAL ESTATE

Upon consideration of the joint Last Will and Testament of Bessie Garland Collier and Lucien Emmett Collier, deceased, the Complaint filed herein by the plaintiff, the Answer thereto filed on behalf of the defendant Anna Ruth Collier, the Answer and Report of the Guardian ad Litem for defendant June Ellen Collier, the Answer and Report of the Guardian ad Litem for defendants Carol Elaine Collier, et al the Motion of plaintiff for Summary Judgment, the Cross Motions for Summary Judgment filed in behalf of the respective defendants, the memoranda of authorities submitted by counsel; the Court having heard oral arguments; it appearing that there is no genuine issue as to any material fact; and it appearing that the parcel of real property improved by the premises known as 1807 Biltmore Street, Northwest, Washington, D. C. cannot be partitioned in kind and divided without loss or injury to the parties in interest; it is by the Court this 26th day of July, 1951,

Adjudged, Ordered and Decreed, as follows:

1. That plaintiff's motion for Summary Judgment be and it hereby is granted, and the defendants' Cross Motions for Summary Judgment are hereby overruled.

2. That article three of the joint Last Will and Testament of Bessie Garland Collier and Lucien Emmett Collier, deceased, be and it is hereby

Eq. 3461-50

2

LIBER 90 PAGE 166

construed to devise a fee simple estate to Emmett Garland Collier, Anna Ruth Collier, and June Ellen Collier Smith, nee June Ellen Collier, as tenants in common in that parcel of real property improved by the premises known as 1807 Biltmore Street, Northwest, Washington, D. C.

3. That George A. Finch, Jr. and Stephen G. Ingham be and they are hereby appointed Trustees to sell the real estate situated in the District of Columbia known as the West one-half of Lot numbered Three (3) in Block numbered Two (2) in Francis G. Newland's subdivision of "Cliffbourne", as per plot recorded in the Surveyor's Office for the District of Columbia in Liber County 10 at folio 44; subject to the Agreement recorded in Liber 2382 at folio 167 of the Land Records of the District of Columbia and improved by the premises known as 1807 Biltmore Street, Northwest, Washington, D. C., in accordance with the provisions of Rule 31 of this Court; provided said Trustees first execute an undertaking in the penalty of $ 1,000.00 to be approved by the Court, conditioned for the faithful performance of their trust.

James M. Kirkland
Judge

Submitted by:

George A. Finch Jr.
GEORGE A. FINCH, JR.
Attorney for Plaintiff

LG 3H61-90
3J



Judgment Construing the Joint Last Will and Testament of Bessie Garland Collier, and Lucien Emmett Collier, deceased, and Partitioning Real Estate)

NO OBJECTION AS TO FORM:

Stephen G. Ingham
STEPHEN G. INGHAM
Attorney for Defendant
Anna Ruth Collier

Leslie B. Downing
LESLIE B. DOWNING
Guardian ad Litem for Defendant
June Ellen Collier Smith

Oliver Lloyd Onion
OLIVER LLOYD ONION
Guardian ad Litem for Defendants
Carol Elaine Collier, Anna Ruth
Collier, and David Lute Collier

A TRUE COPY
TEST: 7-13
HARRY M. HULL, Clerk,
By _____ Deputy Clerk.
41

13

| | | |
|---|---|---|
| EMMETT G. COLLIER<br>Plaintiff | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | FOR |
| | * | ANNE ARUNDEL COUNTY |
| ANNA RUTH COLLIER, et al.<br>Defendants | * | No. 10,562 - Equity |
| | * | |

* * * * *

D E C R E E

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

It is thereupon, this 10th day of October 1953, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that Emmett G. Collier, Anna Ruth Collier and June Ellen Collier Smith (nee June Ellen Collier) are co-owners in fee simple of the property mentioned in these proceedings, as tenants in common.

Filed 10 Oct., 1953.

It is further ADJUDGED, ORDERED and DECREED that the said property mentioned in these proceedings be sold, at public or private sale; that Ridgely P. Melvin, Jr., be and he is hereby appointed Trustee to make said sale, and that the course and manner of his proceeding shall be as follows: He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a surety or sureties to be approved by this Court in the penalty of Three Thousand Dollars ($3,000.00), conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises; if said property is sold at private sale, it shall not be sold for less than Twenty Six Hundred Fifty ($2650) Dollars

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without further order of this Court; if said property is sold at public sale, said Trustee shall first give at least three weeks notice by advertisement inserted in such weekly newspaper published in Anne Arundel County as he shall think proper of the time, place, manner, and terms of sale, and as soon as may be convenient after said sale or sales, whether publicly or privately made, said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, said Trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiff and Defendant, and those claiming by, from or under them, or either of them; and the said Trustee shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such 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.

It is further ORDERED and DECREED that the purchaser at said private or public sale shall not be required to accept title to said property unless said Trustee shall, at least thirty days before the settlement date, have caused to be inserted in a weekly newspaper published in Anne Arundel County a notice to creditors warning all persons having claims against Bessie Garland Collier and/or Lucien Emmett Collier to exhibit the same, with the vouchers thereof, legally authenticated, to said Trustee, on or before the day of settlement, and that no claim not exhibited within the period specified by such notice shall thereafter be asserted against said property.

Benjamin Michaelson
Judge

LIBER 90 PAGE 170

No. 10,562 Equity ✓

A STOCK COMPANY — ESTABLISHED 1890

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

KNOW ALL MEN BY THESE PRESENTS:

That we, RIDGELY P. MELVIN, JR.

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand ($3,000.00) 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 6th day of August in the year of our Lord one thousand nine hundred and fifty-four.

WHEREAS, the above bounden Ridgely P. Melvin, 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 the real estate

mentioned in the proceedings in the case of COLLIER

VS:

COLLIER, et al.
No. 10,562 - Equity

now pending in said Court:

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Ridgely P. Melvin, Jr. ~~and the Fidelity and Deposit Company of Maryland~~

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:*

Addie V. Bryan

Ridgely P. Melvin, Jr. (SEAL)

(SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Addie V. Bryan By Henry M. Warner Attorney-in-fact

Approved this 18 Aug., 1954
John A. Hopkins, 3rd, Clerk

Filed 18 Aug., 1954.

MD3116—250, 6-47 117982
Trustee's Bond

45

GEORGE W. SCIBLE



AUCTIONEER

McWILLIAMS, EVANS & MELVIN, Attorneys
212 Duke of Gloucester Street, Annapolis, Maryland

# T R U S T E E S ' S A L E

-of valuable-

FEE SIMPLE PROPERTY

EPPING FOREST, Second Election District

- - - - - - -

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, the undersigned, as Trustees, will sell at public auction at the Anne Arundel County Court House door on

FRIDAY, 3 SEPTEMBER 1954

at 10:00 O'clock A.M.

ALL THOSE VALUABLE FEE SIMPLE LOTS OF GROUND situated and lying in the Second Election District of Anne Arundel County and described as follows:

Lots 17, 18, 27, 28, 29, 30, 31, 32 and 33 (sometimes known as 39) in Block 10, Section A of Epping Forest; and Lots 5 and 6 in Block 39 of Section A, Epping Forest, Anne Arundel County, Maryland.

These lots will be first offered individually and/or in groups of two or more and the bids reserved and then will be offered as an entirety. The Trustee reserves the right to reject any or all bids and/or to withdraw any or all lots from the sale if, in the judgment of the Trustees, the prices bid are insufficient.

TERMS OF SALE: A deposit of $100 will be required on each lot on the day of sale. The balance of the purchase price shall be paid within ten days subsequent to the ratification of the sale by the Court. Deferred payments to bear interest at the rate of 6% or all cash at the option of the purchasers.

Insurance, taxes and all public charges and expenses to be adjusted as of the day of sale.

For further particulars, apply to

RIDGELY P. MELVIN, JR.
212 Duke of Gloucester Street
Annapolis, Maryland

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Filed 8 Sept. 1954

| | | |
|---|---|---|
| COLLIER | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | FOR |
| COLLIER, et al. | * | ANNE ARUNDEL COUNTY |
| | * | No. 10,562 - Equity |

* * * * *

I hereby certify that I have this 3d day of September 1954 sold all the within described property to ROBERT M. SENTMAN [redacted] at and for the sum of One Thousand Ten Dollars ($1,010.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made, and that said sum exceeded the combined individual bids made for the premises when offered for sale in groups.

George W. Scible, Auctioneer

I hereby certify that I have this 3d day of September 1954 purchased the within described property from Ridgely P. Melvin, Jr., Trustee, at and for the price of One Thousand Ten Dollars ($1,010.00) and I hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Robert M. Sentman (SEAL)
Robert M. Sentman Purchaser

WITNESS

Robert B. Clair Jr.

47

Filed 8 Sept., 1954.

| | | |
|---|---|---|
| EMMETT G. COLLIER | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | FOR |
| ANNA RUTH COLLIER, et al. | * | ANNE ARUNDEL COUNTY |
| | * | No. 10,562 - Equity |

* * * * *

TRUSTEE'S REPORT OF PUBLIC SALE

To the Honorable, the Judges of said Court:

The report of Ridgely P. Melvin, Jr., trustee, appointed by a decree of this Court, passed in the above entitled cause, dated the 10th day of October 1953, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in "The Star", a weekly newspaper published in Anne Arundel County, for at least three successive weeks before the day of sale, he did, pursuant to said notice, attend at the Anne Arundel County Court House door, in the City of Annapolis, on the 3d day of September, in the year nineteen hundred and fifty-four, at 10:00 o'clock A.M., and then and there proceeded to sell said property in manner following, that is to say:

Your trustee offered at public sale to the highest bidder the property mentioned in said decree, situated in Anne Arundel County, and described as follows:

> Lots 17, 18, 27, 28, 29, 30, 31, 32 and 33 (sometimes known as 39) in Block 10, Section A, of Epping Forest; and Lots 5 and 6 in Block 39, Section A, of Epping Forest, Anne Arundel County, Maryland.

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Filed 8 Sept., 1954

And your said trustee sold the above described property to Robert M. Sentman for the sum of One Thousand Ten Dollars ($1,010.00), he being at that sum the highest bidder therefor, the terms of said sale being: A deposit of ten per cent (10%) of the purchase price. The balance of the purchase price to be paid within ten days subsequent to the ratification of the sale by the Court. Deferred payments to bear interest at the rate of six per cent (6%). Insurance, taxes and all public charges and expenses to be adjusted as of the day of sale.

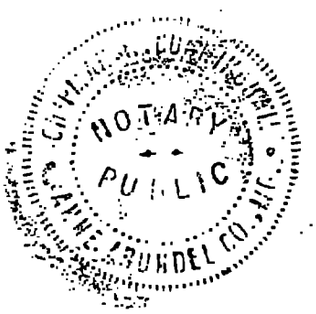
Respectfully submitted,

Ridgely P. Melvin, Jr. Trustee

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

I HEREBY CERTIFY that on this 7th day of September 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared RIDGELY P. MELVIN, JR., Trustee, named in the foregoing Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial Seal.




Notary Public

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LIBER 90 PAGE 175

# ORDER NISI

Emmett G. Collier

versus

Anna Ruth Collier
June Ellen Collier Smith
Carol Elaine Collier, Infant,
et al, etc.

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,562 Equity

Ordered, this 8 day of September, 19 54, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Ridgely P. Melvin, Jr., Trustee,

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 $ 1,010.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 8 Sept., 1954

Emmett G. Collier

versus

Anna Ruth Collier
June Ellen Collier Smith
Carol Elaine Collier, Infant,
et al, etc.

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 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.

Filed 19 Oct., 1954.

LIBER 90 PAGE 176

OFFICE OF

# THE STAR

GLEN BURNIE, MD., October 11 1954

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

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 October 1954; that is to say, the same was inserted in the issues of The Anne Arundel Star, September 16, 23, 30 and October 7, 1954.

ESTATE OF
P. G. STROMBERG,
Publisher.

By Gladys M. Rowley

Filed 19 Oct., 1954

Ridgely P. Melvin, Jr.
Attorney
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 10,562 Equity

Order Nisi

Emmett G. Collier
versus
Anna Ruth Collier
June Ellen Collier Smith.
Carol Elaine Collier, Infant,
et al, etc

Ordered, this 8th day of September, 1954, that the sale of the Real Estate in these Proceedings mentioned, made and reported by Ridgely P. Melvin, Jr., Trustee 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 $1,010.00.

JOHN H. HOPKINS, 3rd
Clerk.

True Copy—Test:
JOHN H. HOPKINS, 3rd,
Clerk.

To October 7/54

51

LIBER 90 PAGE 177

OFFICE OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., *December 2*, 1953

We hereby certify, that the annexed

*Notice to Creditors*

*Emmett J. Collier*

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *2* successive weeks before the *5th* day of *December*, 1953. The first insertion being made the *29th* day of *October*, 1953

THE CAPITAL-GAZETTE PRESS, INC.

By *Marie Tate*

*Filed 3 Dec., 1954.*

McWILLIAMS, EVANS AND MELVIN,
Attorneys

**NOTICE TO CREDITORS**

This is to give notice that the subscriber, Ridgely P. Melvin, Jr., has been apointed Trustee by the Circuit Court for Anne Arundel County in proceedings entitled "Emmett G. Collier vs. Anna Ruth Collier, et al., No. 10,562 Equity" for the purpose of selling the following described property formerly owned by Bessie Garland Collier and Lucien Emmett Collier, her husband, both deceased: Lots 17, 18, 27, 28, 29, 30, 31, 32 and 33 (sometimes known as 39) in Block 10, Section A of Epping Forest, and Lots 5 and 6 in Block 39, Section A of Epping Forest, Anne Arundel County, Maryland.

All persons having claims against the deceased mentioned above are warned to exhibit the same, with the vouchers thereof, legally authenticated, to the subscribor on or before the fifth day of December next. They may otherwise by law be excluded from thereafter asserting any claim against said real estate.

RIDGELY P. MELVIN, JR.,
Trustee.
912 Duke of Gloucester Street,
Annapolis, Maryland. n-5

No. M. G. 11729

5Z

*In the Case of*

Emmett G. Collier

vs.

Anna Ruth Collier,

et al

In the

# Circuit Court

For

**Anne Arundel County**

No. 10,562 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 14, 1954

All of which is respectfully submitted.

Laura R. Jicklin
Auditor.

Filed 24 Jan., 1955.

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Dr. Emmett G. Collier vs. Anna Ruth Collier, June Ellen Collier Smith, et al in ac.

| | | | | |
|---|---|---|---|---|
| To Trustee for Commissions, viz: | 58 | 95 | 58 | 95 |
| To Trustee for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 55 | 25 | | |
| Jos. W. Alton, Jr. - Sheriff's costs | 10 | 15 | | |
| Emanuel Klawans - Examiner's fee | 10 | 00 | | |
| Katharine H. McCutchan - Stenographer's fee | 8 | 00 | | |
| Morris Albert - Guardian ad Litem's fee | 4 | 00 | | |
| Auditor - stating this account and furnishing two extra copies thereof | 18 | 00 | 115 | 40 |
| To Trustee for Expenses, viz: | | | | |
| Capital-Gazette Press - publishing notice to creditors | 9 | 38 | | |
| Capital-Gazette Press - advertising sale | 2 | 00 | | |
| The Star - advertising sale | 23 | 25 | | |
| The Stat - order nisi on sale | 8 | 00 | | |
| The Evening Star Newspaper Co. - advertising sale | 53 | 36 | | |
| Fidelity & Deposit Co. of Md. - bond premium | 12 | 00 | | |
| George W. Scible - auctioneer's fee | 30 | 00 | | |
| Fred E. Voges - appraisal and testimony | 25 | 00 | | |
| W.H. M. Smith - appraisal and testimony | 25 | 00 | | |
| Clerk of Probate Court, Wash. - certified copy of Will | 2 | 80 | | |
| Clerk of Circuit Court - certified copy of deed | 1 | 75 | | |
| Register of Wills - recording Will | 5 | 00 | | |
| One-half Federal documentary stamps | | 83 | | |
| One-half State documentary stamps | | 82 | 199 | 19 |
| To Trustee for Taxes, viz: | | | | |
| 1954 State and County taxes ($69.63)- adjusted to 9/3/54 | 49 | 51 | 49 | 51 |
| BALANCE FOR DISTRIBUTION $600.59 | | | | |
| Distributed to the devisees of Lucien Collier as follows: | | | | |
| (1) To Emmett G. Collier, son - one-third $ 200.19 | | | | |
| LESS direct inheritance tax 2.00 | 198 | 19 | | |
| (2) To Anna Ruth Collier, daughter - one-third $ 200.20 | | | | |
| LESS direct inheritance tax 2.00 | 198 | 20 | | |
| (3) To June Ellen Collier Smith, granddaughter - one-third $ 200.20 | | | | |
| LESS direct inheritance tax 2.00 | 198 | 20 | | |
| (4) To R. Glenn Prout, Register of Wills- total direct inheritance tax | 6 | 00 | 600 | 59 |
| | | | 1,023 | 64 |

54

with Ridgely P. Melvin, Jr., Trustee Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1954 | | | | | | | |
| Sept. | 3 | Proceeds of Sale | | 1,010 | 00 | | |
| | | Interest on deferred payment to 12/1/54 | | 13 | 64 | | |
| | | | | | | 13 | 64 |
| | | | | | | 1,023 | 64 |

55

We, the undersigned, hereby agree to the immediate ratification of the above account without the publication of an order nisi.

WITNESS:

U. S. Pompey — Emmett G. Collier (SEAL)

Mary E. Terrell — Anna Ruth Collier (SEAL)

Jane M. Kane — June Ellen Collier Smith (SEAL)

Filed 24 Jan., 1955.

Filed ..... 19....
Final order ..... 19....
Order nisi ..... 19....

**Auditor's Report and Account**

Anna Ruth Collier, et al
VS.
Emmett G. Collier

IN THE
**CIRCUIT COURT**
FOR
**Anne Arundel County**

No. 10,562 EQUITY
19 No. ..... Docket

***ORDER NISI***

.....

.....

VERSUS

.....

.....

.....

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No..... Equity.

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

.....

.....

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***

upon consent of the parties interested to immediate ratification,

ORDERED BY THE COURT, this 25th day of January, 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

.....

.....

.....

Filed 25 Jan., 1955.

56

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | * | IN THE CIRCUIT COURT |
| vs. | * | OF |
| CHARLES M. DELL and MARGARET I. DELL, HIS WIFE, | * * * * * * * * * | ANNE ARUNDEL COUNTY |

No. 10,839 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 16 Oct., 1953.

Form 814

LIBER 90 PAGE 183
LIBER 684 PAGE 196

[DR.—CITY OR COUNTY]

No. 10,839 Equity

# Mortgage

THIS MORTGAGE, Made this 16th day of May, in the year Nineteen Hundred and fifty-two, by and between CHARLES M. DELL and MARGARET I. DELL, his wife,

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of TWENTY-EIGHT HUNDRED Dollars ($2800.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Twenty-eight Hundred Dollars ($2800.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty-eight and no/100ths Dollars ($28.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of June, 1952, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

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

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

BEING known and designated as Lots Nos. 35 and 36 in Section 78 as shown on Plat No. 2 of Outing Park which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-2, Plat No. 102, formerly in Plat Book G.W. No. 1 folio 102.

BEING the same lots of ground which by a Deed dated of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto were granted and conveyed by Hobert Martin and Marie Martin, his wife, to the herein named Mortgagors.

Filed 16 Oct; 1953.

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.

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

AND the said Mortgagor consents 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 it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the Attorney or Solicitor instituting such proceedings, 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 Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, fee, 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, fee, expenses, and commission; and it is further agreed that 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 Seventy-five Dollars ($75.00) for conducting proceeding, if without contest, but if legal services be rendered to the Mortgagee or its assignee, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also 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 the same shall have then matured or not; and Third, the balance, if any, to the said Mortgagor, his heirs, ~~personal representatives~~ or assigns.

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:

Charles M. Dell (SEAL)
Charles M. Dell

Dorothy Basel
Dorothy Basel

_____ (SEAL)

Margaret I. Dell (SEAL)
Margaret I. Dell

_____ (SEAL)

_____ (SEAL)

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LIBER 90 PAGE 186 LIBER 684 PAGE 199

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 16th day of May, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles M. Dell and Margaret I. Dell, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

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

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

Dorothy Basel
Dorothy Basel Notary Public

My commission expires May 4, 1953

DOROTHY BASEL NOTARY PUBLIC BALTIMORE

Recorded- 21st May, 1952, at 11 A.M.

(3) ANNE ARUNDEL COUNTY

Mortgage 30357

FROM

CHARLES M. DELL and

MARGARET I. DELL, his wife

TO

THE CAPITAL BUILDING AND LOAN

ASSOCIATION OF BALTIMORE CITY

Received for Record 21 Day of May 1952 at 11 A.M. and the same day recorded in Liber J.H.H. No. 684 Page 196, Land Records of Anne Arundel County.

John M. Hopkins Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 9611-T

Property:
Lots 35-36, Sec. 78
Plat 2 Outing Park
(now Green Haven)

Description approved

Execution approved

THE CAPITAL BUILDING AND LOAN ASSOCIATION of BALTIMORE CITY

VS.

CHARLES M. DELL, and MARGARET I. DELL, his wife

Plaintiff's Exhibit "A"

Mr. Clerk:

Please file the attached mortgage as Plaintiff's Exhibit "A"

John O. Dumler,

Attorney named in mortgage.

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | * | IN THE CIRCUIT COURT |
| | * | |
| vs. | * | OF |
| | * | |
| CHARLES M. DELL, and MARGARET I. DELL, his wife | * * * * * * * * | ANNE ARUNDEL COUNTY |

No. 10,839 Equity

I HEREBY CERTIFY, That on this 14th day of Oct, 1953, before me, the subscriber, A Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice-President of the Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, Charles M. Dell and Margaret I. Dell, 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.

Isabelle Bowes
Notary Public Isabelle Bowes

Charles F. Loos
Charles F. Loos Affiant

Filed 16 Oct, 1953.

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| | : | |
| VS. | : | FOR |
| | : | ANNE ARUNDEL COUNTY |
| CHARLES M. DELL AND MARGARET I. DELL, his wife | : | (In Equity) No. 10,839 |
| .... | : .... | |

STATEMENT OF MORTGAGE CLAIM

| | |
|---|---|
| Amount of mortgage dated May 16, 1952 | $ 2800.00 |
| Less payments to May 5, 1954 | 211.56 |
| Mortgage Claim | $ 2588.44 |

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 29th day of April, 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 Mary E. Bauer, Secretary of The Capital Building and Loan Association, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Antoinette M. Granese Notary Public

Antoinette M. Granese

My commission expires May 2, 1955.

Filed 30 Apr., 1954

A STOCK COMPANY — ESTABLISHED 1890

No. 10,839 Equity

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
Fidelity Building Baltimore, Maryland
as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ($3,000.00) Three Thousand Dollars - - - - - - - - - - - - - - - - Dollars,
to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 27th day of April in the year of our Lord nineteen hundred & fifty-four.

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from Charles M. Dell and Margaret Dell his wife to The Capital Building and Loan Association of Baltimore City bearing date the 16th day of May, 1952 and recorded among the mortgage records of Anne Arundel County in Liber tor J.H.H. No. 684 Folio 196 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:*

Antoinette M. Granese — John O. Dumler (SEAL)
Antoinette M. Granese — John O. Dumler

(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*

Approved this 30 Apr. 1954
John H. Hopkins, 3rd, Clerk.
Filed 30 Apr., 1954

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

*State of Maryland, Baltimore City, sct:* LIBER 90 PAGE 190

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

April 27, 1954

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Assistant Secretary*

T. N. Ferciot

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| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| CHARLES M. DELL and MARGARET I. DELL, HIS WIFE | : | (In Equity) No. 10,839 |

AMENDED STATEMENT OF MORTGAGE CLAIM

| | |
|---|---|
| Amount of mortgage dated May 16, 1952 | $ 2800.00 |
| Less payment to date | 110.18 |
| TOTAL DUE | $ 2689.82 |

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 17th day of November, 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 Mary E. Bauer, Secretary of The Capital Building and Loan Association, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Helena Reymann
Helena Reymann Notary Public

My commission expires May 2, 1955.

Filed 30 Nov, 1954

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KOHLERMAN & DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

## ATTORNEY'S SALE

OF VALUABLE FEE SIMPLE IMPROVED REAL ESTATE In the Third Election District of Anne Arundel County, Maryland, Green Haven.

Under and by virtue of the power and authority contained in a mortgage from CHARLES M. DELL AND MARGARET I. DELL, his wife, to the Capital Building and Loan Association of Baltimore City dated May 10, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 684, folio 106 etc. the undersigned Attorney named in said mortgage to make sale in case of default (default having occured thereunder) will offer for sale at public auction on the premises on Thursday, the 2nd doy of December, 1954, at two-thirty o'clock P. M. all those lots and parcels of land and the improvements thereon situate in the Third Election District of Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Numbered Thirty-five (35) and Thirty-six (36) in Section seventy-eight (78) as shown on the Plat No. Two (2) of Outing Park, which plate is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-2, Plat No. 102, formerly in Plat Book G. W. No. 1, folio 102. Said lots being at the southeast corner of Fifth Street and Catharine Avenue and fronting on Catharine Avenue fifty (50) feet and having a depth of one hundred (100) feet as shown on said plat. Subject to the restriction contained in a deed dated June 28, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 476, folio 477. Said restriction being to the effect that no building shall be erected within ten (10) feet of the line of the Street on which said lots front.

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

JOHN O. DUMLER
Attorney named in Mortgage
ALEX COOPER, Auctioneer

n-25

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OFFICE OF

*Maryland Gazette*

Published by

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

# CERTIFICATE OF PUBLICATION

Annapolis, Md., November 3, 1954

We hereby certify, that the annexed

Attorneys Sale

Charles M. Dell

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of November, 1954. The first insertion being made the 11th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Liber 4 Dec., 1954

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

vs.

CHARLES M. DELL and MARGARET I. DELL, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

Case No. 10,839
Docket , Folio

## Legal Notices

KOHLERMAN & DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

### ATTORNEY'S SALE

OF VALUABLE FEE SIMPLE IMPROVED REAL ESTATE in the Third Election District of Anne Arundel County, Maryland, Green Haven.

Under and by virtue of the power and authority contained in a mortgage from CHARLES M. DELL AND MARGARET I. DELL, his wife, to the Capital Building and Loan Association of Baltimore City dated May 16, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 684, folio 196 etc. the undersigned Attorney named in said mortgage to make sale in case of default (default having occured thereunder) will offer for sale at public auction on the premises on Thursday, the 2nd day of December, 1954, at two-thirty o'clock P. M. all those lots and parcels of land and the improvements thereon situate in the Third Election District of Anne Arundel County, Maryland, and described as follows:

BEING known and designated as Lots Numbered Thirty-five (35) and Thirty-six (36) in Section seventy-eight (78) as shown on the Plat No. Two (2) of Outing Park, which plate is recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 2, Rod C-2, Plat No. 102, formerly in Plat Book G. W. No. 1, folio 102. Said lots being at the southeast corner of Fifth Street and Catharine Avenue and fronting on Catharine Avenue fifty (50) feet and having a depth of one hundred (100) feet as shown on said plat. Subject to the restriction contained in a deed dated June 28, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 476, folio 477. Said restriction being to the effect that no building shall be erected within ten (10) feet of the line of the Street on which said lots front.

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

JOHN O. DUMLER
Attorney named in Mortgage
E. T. NEWELL & CO., INC., Auctioneer
n-25

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 2nd day of December, 1954, sold the property described in the attached advertisement of sale at and for the sum of $3600.— to The Capital Building & Loan Association of Balto. City being at that figure the highest bidder therefor and I further certify that the said sale was fairly made.

E. T. Newell & Co., Inc.
By John M. Miller Jr. Auctioneer

PURCHASER'S AGREEMENT

hereby certify that We have this 2nd day of December, 1954, purchased property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $3600.00 and We hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

The Capital Building & Loan Association of Balto. City
By Joseph J. Dockman
Joseph J. Dockman

TEST:

John O. Dumler

Filed 8 Dec., 1954

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| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| | : | FOR |
| vs. | | |
| | : | ANNE ARUNDEL COUNTY |
| CHARLES M. DELL and Mary I. Dell, his wife | : | (In Equity) No. 10,839 |

oOo

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

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by the advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the second day of December, 1954 at 2:30 P. M. sell on the premises the aforesaid fee simple property unto The Capital Building and Loan Association at and for the sum of Thirty-six Hundred Dollars ($3600.00) cash, the said The Capital Building and Loan Association having offered the greatest price therefor.

John O. Dumler
Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

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

AS WITNESS my hand and Notarial Seal

Antoinette M. Granese / Notary Public

My commission expires May 2, 1955

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Filed 14 Dec., 1954.

LIBER 90 PAGE 195

# ORDER NISI

The Capital Building And Loan Association Of Baltimore City

versus

Charles M. Dell and Margaret I. Dell, His Wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,839 Equity

Ordered, this 14 day of December, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 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 17 day of January next.

The report states that the amount of sale ~~was~~ was $3,600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 14 dec., 1954.

The Capital Building And Loan Association Of Baltimore City

versus

Charles M. Dell and Margaret I. Dell, His Wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th 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 18 Jan., 1955.

LIBER 90 PAGE 196 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. 10,839 Equity

The Capital Building And Loan Association Of Baltimore City

Vs.

CHARLES M. DELL and MARGARET I. DELL, His Wife.

Ordered, this 14th day of December, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John C. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of January next.

The report states that the amount of sales was $3,000.00.

JOHN H. HOPKINS, 3sd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

j-6

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1955

We hereby certify, that the annexed Order Nisi - Order - Eq. 10,839 Charles M. Dell

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of January, 1955. The first insertion being made the 16th day of December, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Yates

No. M. G. 3843

16

Filed 18 Jan., 1955

*In the Case of*

The Capital Building & Loan Association of Baltimore City

vs.

Charles M. Dell

and

Margaret I. Dell, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 10,839 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 29, 1955

All of which is respectfully submitted.

Laura K. Jicklin
Auditor

Filed 2 Feb., 1955

17

Dr. The Capital Building and Loan Association of Baltimore City vs. Charles M. Dell and Margaret I. Dell, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 75 | 00 | | |
| To Attorney for Commissions, viz: | 138 | 62 | 213 | 62 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 21 | 00 | | |
| Auditor - stating this account | 13 | 50 | 44 | 50 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 30 | 93 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| The Sun - advertising sale | 11 | 45 | | |
| Fidelity & Deposit Co. of Md. -bond premium | 12 | 00 | | |
| E. T. Newell & Co., Inc. - auctioneer's fee | 25 | 00 | | |
| One-half State documentary stamps | 2 | 20 | | |
| One-half Federal documentary stamps | 2 | 20 | | |
| Antoinette M. Granese - notary fees | 1 | 50 | | |
| Helena Reymann - notary fee | | 50 | 99 | 78 |
| To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - in full for first mortgage claim filed | 2,689 | 82 | 2,689 | 82 |
| To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account second mortgage claim filed | 577 | 40 | 577 | 40 |
| | | | 3,625 | 12 |
| Amount of second mortgage claim | 1,470 | 78 | | |
| Cr. Amount allowed above | 577 | 40 | | |
| Balance due | 893 | 38 | | |

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1954 | | | | | | |
| Dec. | 2 | Proceeds of Sale | 3,600 | 00 | | |
| | | Interest on deferred payment - one month ten days | 20 | 66 | 3,620 | 66 |
| | | Refund 1954 State and County taxes ($57.37 - adjusted ) twenty-eight days | 4 | 46 | 4 | 46 |
| | | | | | 3,625 | 12 |

LIBER 90 PAGE 200

**ORDER NISI**

The Capital Building & Loan Association of Baltimore City

VERSUS

Charles M. Dell

and

Margaret I. Dell, his wife

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 10,839 Equity.

ORDERED, This 2 day of February, 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 14 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of March next.

John H. Hopkins, 3rd, Clerk.

Filed 2 Feb, 1955

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 21st 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~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

21 March, 1955

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,830 Equity
THE CAPITAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
Vs.
CHARLES M. DELL And MARGARET I. DELL, His Wife.

Ordered, this 2nd day of February, 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 14th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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No. M.G. 5689

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*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1955

We hereby certify, that the annexed

Order Nisi - Aud - Acct - Eq 10,839

Charles M. Dell

was published in

*Maryland Gazette*

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THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 19 Mar., 1955.

| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT |
| VS | * | FOR |
| TIMOTHY THOMAS McGARRY and | * | ANNE ARUNDEL COUNTY |
| JULIA J. McGARRY, his wife, | * | No. 11,153 Equity |

* * * * * *

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 Oct., 1954.

LIBER 90 PAGE 202

5260

LIBER 551 PAGE 142

VA Form 4-6318a (Home Loan) August 1946. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co

MARYLAND.

No. 11,155 Equity

PETITIONER'S EXHIBIT "A"

# MORTGAGE

THIS MORTGAGE, Made this 19th day of December, A. D. 1949, by and between TIMOTHY THOMAS McGARRY and JULIA J. McGARRY, his wife, of Anne Arundel County, in the State of Maryland, Mortgagors, and VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, - - -

hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of SIXTY-NINE HUNDRED - - - - - - - - - - - - Dollars ($ 6,900.00 -), 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 VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION - - - - - - - -, in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FORTY-ONE DOLLARS AND EIGHTY-ONE/ CENTS ($ 41.81 - - ), commencing on the first day of January- - - - - 1950, 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 December- - - - - - - - - -, 1969. 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 ($100.00), 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 ($1.00) 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 the following described property in Anne Arundel - - - - County, in the State of Maryland, to wit:

BEING known and designated as Lot No. 18 in Section 1 as shown on the Plat of Clear View Village and recorded among the Plat Records of Anne Arundel County and filed in Plat Cabinet No. 3, Rod E-5 Plat 15, situate on the northwest side of Margaret Avenue.

BEING the same lot of ground which by Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, was granted and conveyed by STEVEN J. EVERD and MARGARET EVERD, his wife, to TIMOTHY THOMAS McGARRY and JULIA J. McGARRY, his wife, the within Mortgagors.

Said Deed, dated as above, was delivered the same day as the delivery of this said Mortgage, both being part of one simultaneous transaction, and this Mortgage is given to secure a part of the purchase money of the above described lands and premises.

SUBJECT, however, to the legal operation and effect of the restrictions as set forth in Deed dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, from STEVEN J. EVERD and MARGARET EVERD, his wife, to TIMOTHY THOMAS McGARRY and JULIA J. McGARRY, his wife.

Filed 21 Oct., 1954

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Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To Have and to Hold the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

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

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 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) 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 rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the mortgage debt secured hereby; and
(III) 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 an amount equal to four per centum (4%) of the 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 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 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 any balance remaining in the funds accumulated 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 in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under 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 fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, 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 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 durchaser 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.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty (30) - - - - - - - -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 WILLIAM C. ROGERS - - - - - - - -, 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 ONE HUNDRED Dollars ($ 100.00 - - ) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

And the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses intident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel - - County, in Equity, which said expenses, costs and commission the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee, or its said Attorney, shall not be required to receive the principal and interest only of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

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The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Ruby C. Quandt
RUBY C. QUANDT

Timothy Thomas McGarry
TIMOTHY THOMAS McGARRY [SEAL]

Julia J. McGarry
JULIA J. McGARRY [SEAL]

[SEAL]

[SEAL]

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

I HEREBY CERTIFY, That on this 19th day of December, 1949, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore City aforesaid personally appeared TIMOTHY THOMAS McGARRY and JULIA J. McGARRY, his wife, - - - - - - - - - - - - - - - - - - - - the above named Mortgagors, and they - acknowledged the foregoing Mortgage to be their - - - - - - - - - act.

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

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

Ruby C. Quandt
RUBY C. QUANDT
Notary Public

My commission expires May 7th, 1951.

Recorded December 21st. 1949 at 9:50 A.M.

STATE OF MARYLAND

COUNTY MORTAGE

TIMOTHY THOMAS McGARRY and JULIA J. McGARRY, his wife, TO VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record Dec 21 1949 at 9:50 o'clock a M. Same day recorded in Liber No. 551 Folio 142 etc., one of the Mortgage Records of a a County and examined per [signature] Clerk.

Cost of Records, $

INSPECTED W. T. C. H. L. B. B.

☆ U. S. GOVERNMENT PRINTING OFFICE

D 9 00

| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT |
| VS | * | FOR |
| TIMOTHY THOMAS McGARRY and | * | ANNE ARUNDEL COUNTY |
| JULIA J. McGARRY, his wife | * | No. 11,155 EQUITY |

* * * * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 29th day of October, 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 Timothy Thomas McGarry and Julia J. McGarry, 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 Timothy Thomas McGarry and Julia J. McGarry, 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.

Herbert C. Moore
Notary Public

Herbert C. Moore
NOTARY PUBLIC

Filed 4 Nov., 1954.

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| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT |
| VS | * | FOR |
| TIMOTHY THOMAS McGARRY and | * | ANNE ARUNDEL COUNTY |
| JULIA J. McGARRY, his wife | * | No. 11,155 Equity |

* * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Vermont Federal Savings and Loan Association under the mortgage from Timothy Thomas McGarry and Julia J. McGarry, his wife, to Vermont Federal Savings and Loan Association, dated December 19, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 551, folio 142.

November 22, 1954

Timothy Thomas McGarry and Julia J., his wife
Lot 18, Section 1, Plat of Clearview Village
Northwest Side of Margaret Avenue
Anne Arundel County, Maryland

| | | |
|---|---|---|
| Original amount of Loan | | $6,900.00 |
| Interest from 12/22/49 to 11/22/54 | $1,223.63 | |
| Taxes | 272.03 | |
| Insurance | 90.48 | 1,586.14 |
| | | $8,486.14 |
| Payments from 12/22/49 to 1/26/54 | $2,064.99 | |
| Gratuity Payment | 138.00 | |
| Less Credit in Expense Account | 131.60 | $2,334.59 |
| BALANCE DUE BY MORTGAGORS | | $6,151.55 |

Vermont Federal Savings and Loan Association

By [signature]
WILLIAM M. DEE, SECRETARY

STATE OF MARYLAND)
CITY OF BALTIMORE) To Wit:

I HEREBY CERTIFY, That on 24th 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 William M. Dee, Secretary of Vermont Federal Savings and Loan Association, and William C. Rogers, Attorney Named in Mortgage 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.

[signature]
Notary Public

Filed 26 Nov., 1954.

Mortgagee and Attorney's Bond.

LIBER 90 PAGE 208

US 1-369

No. 11,155 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, 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 SIXTY-FIVE HUNDRED - - - - - - - - - - - - - - - - ($6500.00) - - - - - Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23rd day of November 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 Timothy Thomas McGarry and Julia J. McGarry, his wife

bearing date the 19th day of December nineteen hundred and forty-nine and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 551, Folio 142, and William C. Rogers

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

**Now the Conditions of this Obligation are Such,** That if the above bounden William C. Rogers

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

Signed, Sealed and Delivered in the presence of
HERBERT C. MOORE

Attest:
G. Lee Burgess-Assistant Sec'y

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Eierman-R. S. Vice President

approved this 26 Nov, 1954
John H. Hopkins, 3rd, Clerk
Filed 26 Nov., 1954

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WINSON G. GOTT, JR., Attorney
Lee Building,
Annapolis, Maryland

# MORTGAGEE'S SALE

## OF VALUABLE IMPROVED

# Fee Simple Property

## IN CLEARVIEW VILLAGE, THIRD ELECTION DISTRICT

---

Under and by virtue of a power of sale contained in a mortgage from Timothy Thomas McGarry and Julia A. McGarry, his wife, to the Vermont Federal Savings and Loan Association, dated December 19, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 551, folio 142, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland, on

# MONDAY, NOVEMBER 29th, 1954

## AT 3 P.M.

All that lot of ground and improvements thereon, in the 3rd Election District of Anne Arundel County, described as follows:

Being that lot known and designated as Lot Number Eighteen (18), Section One (1), as shown on the Plat of Clearview Village recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-5, Plat 15; situate on the Northwest side of Margaret Avenue at its intersection with the Northeast side of Mildred Avenue. Said lot having a frontage of 100 feet on said Margaret Avenue, with a uniform depth of 215 feet.

Subject, however, to the legal operation and effect of the restrictions as set forth in Deed dated December 19, 1949, recorded in J. H. H. No. 551, folio 139, from Steven J. Everd and wife, to said Timothy Thomas McGarry and wife; and to the legal operation and effect of pole line agreements recorded in Libers F. S. R. No. 34, folio 197; W. M. B. No. 124, folio 294 and J. H. H. No. 333, folio 12.

**Improvements**: One and one-half story frame dwelling, 5 rooms and bath and basement; hot air heat; 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 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
113 E. Baltimore Street
Baltimore, Maryland

Filed 31 Dec. 1954

I hereby certify that I have this 29th day of November, 1954, sold the within described property to VERMONT FEDERAL SAVINGS & LOAN ASSOCIATION at and for the sum of SIX THOUSAND ONE HUNDRED AND FIFTY ($6,150) Dollars, it being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer

We hereby certify that we have this day, November 29, 1954, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Sixty-one Hundred Fifty ($6,150.00) - - - - - - - - - Dollars, and we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

VERMONT FEDERAL SAVINGS AND LOAN ASSOCIATION

BY William C. Rogers, Jr., Atty.
WILLIAM C. ROGERS, JR., Atty. Purchaser

Filed 3 Dec, 1954

| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT |
| VS | * | FOR |
| TIMOTHY THOMAS McGARRY and | * | ANNE ARUNDEL COUNTY |
| JULIA J. McGARRY, his wife | * | Equity No. 11,155 |

* * * *

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 Lot No. 18, Section 1, Plat of Clearview Village, situate on the northwest side of Margaret Avenue, in the Third Election District of 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-ninth day of November, 1954, at 3:00 o'clock p.m., attend at the Court House Door, Church Circle, Annapolis, Maryland, 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 Vermont Federal Savings and Loan Association, a body corporate, at and for the price of $6,150.00, 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 30th 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 William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Herbert E. Moore
Notary Public

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Filed 3 Dec., 1954.

# ORDER NISI

WILLIAM C. ROGERS,
Attorney Named in Mortgage

versus

TIMOTHY THOMAS McGARRY and
JULIA J. McGARRY, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,155 Equity

Ordered, this 3 day of December, 19 54, 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 10 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 10 day of January next.

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

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 3 Dec., 1954.

(Final Order)

WILLIAM C. ROGERS,
Attorney Named in Mortgage

versus

TIMOTHY THOMAS McGARRY and
JULIA J. McGARRY, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of January, 1955, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same 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 14 Jan., 1955.

LIBER 90 PAGE 213 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

Mortgagee's Sale

Timothy Thomas McGarry

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 29th day of November 1954. The first insertion being made the 4th day of November 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 4 Dec., 1954

WINSON G. GOTT, JR., Attorney
Lee Building,
Annapolis, Maryland

## MORTGAGEE'S SALE

OF VALUABLE IMPROVED FEE SIMPLE PROPERTY IN CLEARVIEW VILLAGE, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Timothy Thomas McGarry and Julia A. McGarry, his wife, to the Vermont Federal Savings and Loan Association, dated December 10, 1949 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 551, folio 142, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

MONDAY, NOVEMBER 29TH, 1954
AT 3 P. M.

All that lot of ground and improvements thereon, in the 3rd Election District of Anne Arundel County, described as follows:

Being that lot known and designated as Lot Number Eighteen (18), Section One (1), as shown on the Plat of Clearview Village recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-5, Plat 15; situate on the Northwest side of Margaret Avenue at its intersection with the Northeast side of Mildred Avenue. Said lot having a frontage of 100 feet on said Margaret Avenue, with a uniform depth of 215 feet.

Subject, however, to the legal operation and effect of the restrictions as set forth in Deed dated December 19, 1949, recorded in J. H. H. No. 551, folio 139, from Steven J. Everd and wife to said Timothy Thomas McGarry and wife; and to the legal operation and effect of pole line agreements recorded in Libers F. S. R. No. 34, folio 197; W. M. B. No. 124, folio 294 and J. H. H. No. 333, folio 12.

Improvements: One and one-half story frame dwelling, 5 rooms and bath and basement; hot air heat; 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 sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

No. 13

WILLIAM C. ROGERS
Attorney named in Mortgage
Rogers Building
113 E. Baltimore Street
Baltimore, Maryland
GEORGE W. SCIBLE, Auctioneer.

n-25

LIBER 90 PAGE 214 OFFICE OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1955

We hereby certify, that the annexed

Order Nisi - Circ. Ct. Eq. 11155

Timothy Thomas McGarry

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1955. The first insertion being made the 9th day of December, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 13 Jan., 1955.

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,155 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
Vs.
TIMOTHY THOMAS McGARRY and JULIA J. McGARRY, his wife.

Ordered, this 3rd day of December, 1955, That the sale of the Property in these Proceedings mentioned; made and reported by William C. Rogers, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sales to be $0,150.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-30

No. M. G. 3803

14

LIBER 90 PAGE 215

*In the Case of*

William C. Rogers,
Attorney named in Mortgage
vs.
Timothy T. McGarry
and
Julia J. McGarry, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 11,115 Equity

*To the Honorable, the Judges of said Court:*

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

February 2, 1955

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 5 Feb., 1955.

15

Dr. William C. Rogers, Attorney named in Mortgage, vs. Timothy T. McGarry and Julia J. McGarry, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 100 | 00 | | |
| To Attorney for Commissions, viz: | 215 | 85 | 315 | 85 |
| 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 | 41 | 24 | | |
| Capital-Gazette Press - handbills | 11 | 22 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| U. S. Casualty Co. - bond premium | 26 | 00 | | |
| George W. Scible - auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 3 | 58 | | |
| One-half State documentary stamps | 3 | 57 | | |
| Herbert C. Moore - notary fees | 1 | 50 | 126 | 11 |
| To Attorney for Taxes, viz: | | | | |
| 1954 State and County taxes - adjusted | 84 | 78 | 84 | 78 |
| To Vermont Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim | 5,626 | 18 | 5,626 | 18 |
| | | | 6,195 | 17 |
| Amount of mortgage claim filed | 6,151 | 55 | | |
| Cr. Amount allowed above | 5,626 | 18 | | |
| Balance subject to decree in personam | 525 | 37 | | |

16

with William C. Rogers, Attorney named in Mortgage Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1954 | | | | | | | |
| Nov. | 29 | Proceeds of Sale | 6,150 | 00 | | | |
| | | Interest on deferred payment - 1 month 18 days | 45 | 17 | 6,195 | 17 | |
| | | | | | 6,195 | 17 | |

***ORDER NISI*** LIBER 90 PAGE 218

William C. Rogers,

Attorney named in Mortgage

VERSUS

Timothy T. McGarry

and

Julia J. McGarry, his wife

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 11,155 Equity.

ORDERED, This 5th day of February, 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 14 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of March next.

Filed 5 Feb. 1955 John H. Hopkins, 3rd, Clerk.

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 16th 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~~ Attorney apply the proceeds accordingly, with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge.

Filed 16 Mar. 1955

**Maryland Gazette**

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

18

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,155 Equity
WILLIAM C. ROGERS, Attorney Named in Mortgage
Vs.
TIMOTHY T. McGARRY And JULIA J. McGARRY, His Wife.

Ordered, this 5th day of February, 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 14th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of March next.

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

2-24

# CERTIFICATE OF PUBLICATION

Annapolis, Md. March 16, 19 55

We hereby certify, that the annexed

Order Nisi-Anne Arund. No. 11,155

Timothy T. McGarry

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of March, 19 55. The first insertion being made the 10th day of February, 19 55

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

Filed 16 Mar. 1955.

19 56.98

LIBER 90 PAGE 219

| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT |
| VS | * | FOR |
| EDWIN A. KESSLER and | * | ANNE ARUNDEL COUNTY |
| JEAN M. KESSLER, his wife | * | In Equity |
| | * * * * * * * | No. 11,175 |

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., Attorney for
Plaintiff, Lee Bldg. Annapolis

Filed 4 Nov., 1954.

VA Form 4-6318a (Home Loan) August 1946. Use Optional. Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co

MARYLAND

No. 11,175 Equity

PETITIONER'S EXHIBIT "A"

# MORTGAGE

THIS MORTGAGE, Made this 1st day of February, A. D. 19 50, by and between EDWIN A. KESSLER and JEAN M. KESSLER, his wife, -of Anne Arundel County, in the State of Maryland, Mortgagors, and THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC., - - - - - - - - - - - - - - - - - - - - - - - -

of , in ~~the State of Maryland, hereinafter called the Mortgagor, and~~ a corporation organized and existing under the laws of the State of Maryland- - - - - - - - - - - , hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for a loan contemporaneous herewith, in the principal sum of SIXTY-SIX HUNDRED FIFTY- - - - - - - - - Dollars ($6650.00- - ), with interest from date at the rate of four- - - - per centum ( 4 %) per annum on the unpaid principal until paid, principal and interest being payable at the office of THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.- - - - - - - - , in Baltimore City, in the State of Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of FORTY-DOLLARS AND THIRTY-ONE CENTS ~~Dollars~~ ($ 40.31- - -), commencing on the first day of March - - - - , 19 50, 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 February - - - - - - - - - , 19 70. 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 ($100.00), 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 ($1.00) 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 the following described property in Anne Arundel- - - - County, in the State of Maryland, to wit:

BEING known and designated as Lots Nos. 49 and 50 in Block C in the Subdivision of the property known as Arundel Gardens, as shown on a Plat thereof recorded among the Plat Records of Anne Arundel County, formerly in Plat Book W.N.W.No.1, Section 4 folio 348, but now of record in Plat Cabinet No.2, Rod D-9 Plat 348. The improvements thereon being known as No. 201 Creswell Road.

BEING the same lots of ground which by Deed of Assignment dated even date herewith and intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto were granted and conveyed by CLIFFORD L. GOODWIN to EDWIN A. KESSLER and JEAN M. KESSLER, his wife, the within Mortgagors.

Said Deed, dated as above, was delivered the same day as the delivery of this said Mortgage, both being part of one simultaneous transaction, and this Mortgage is given to secure a part of the purchase money of the above described lands and premises.

 Filed 4 Nov., 1954

Together with all buildings and improvements now and hereafter on said land, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To Have and to Hold the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the rest and residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the yearly rental of $60.00; payable in equal semi-annual installments on the first days of January and July, 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 consitute a waiver of the right to exercise it at any other time.

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 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) 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 rent, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the mortgage debt secured hereby; and
(III) 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 an amount equal to four per centum (4%) of the 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 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 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 any balance remaining in the funds accumulated 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 in the funds accumulated under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid under 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 fire and such other hazard insurance as the Mortgagee may require on the improvements now or hereafter on said premises, but shall not be required to maintain amounts in excess of the aggregate unpaid indebtedness secured hereby, 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 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 durchaser 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.

In case of default in any of the payments, covenants or conditions of this mortgage continuing for the space of thirty(30)- - - - - - - - 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 WILLIAM C. ROGERS- - - - - - - - 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 ONE HUNDRED Dollars ($ 100.00- - ) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; second, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; third to reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

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

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and Mortgagee shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

Edwin A Kessler (SEAL)
EDWIN A. KESSLER

Jean M. Kessler (SEAL)
JEAN M. KESSLER

[SEAL]

[SEAL]

LIBER 556 PAGE 377

STATE OF MARYLAND, City of Baltimore- - - to wit:

I HEREBY CERTIFY, That on this 1st day of February, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for ~~the~~ Baltimore County- ~~aforesaid~~ personally appeared EDWIN A. KESSLER and JEAN M. KESSLER, 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. JARBOE- - - - - - the President- of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

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

Recorded February 4th.
1950 at 10:45 A.M.

Notary Public

My commission expires May 7th, 1951.

INSPECTED F. H. A. U.L.B.R.

FILE NO.
WRITTEN BY
FORM APPROVED
READY FOR RECORD

STATE OF MARYLAND

# COUNTY MORTAGE

EDWIN A. KESSLER and
JEAN M. KESSLER, his wife,
TO
THE AUGUSTA BUILDING AND
AN ASSOCIATION, INC.

Received for Record February 4, 1950
at 10-45 o'clock A. M.
Same day recorded in Liber No. 556
Folio 374, etc., one of the Mortgage
Records of County and
examined per
Clerk.
Cost of Records, $

☆ U. S. GOVERNMENT PRINTING OFFICE

| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT |
| VS | * | FOR |
| EDWIN A. KESSLER and | * | ANNE ARUNDEL COUNTY |
| JEAN M. KESSLER, his wife | * | In Equity |
| * * * * * * * * | | # 11,175 |

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 30th day of October, 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 Edwin A. Kessler and Jean M. Kessler, 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 Edwin A. Kessler and Jean M. Kessler, 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

6

Filed 12 Nov., 1954

| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT FOR |
| VS | * | ANNE ARUNDEL COUNTY |
| EDWIN A. KESSLER and | * | In Equity No. 11,175 |
| JEAN M. KESSLER, his wife | * | |

* * * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of The Augusta Building and Loan Association, Inc., under the mortgage from Edwin A. Kessler and Jean M. Kessler, his wife, to The Augusta Building and Loan Association, Inc., dated February 1, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 556, folio 374.

November 30, 1954

Edwin Kessler and Jean M., his wife
201 Creswell Road
Baltimore, Maryland

| | | |
|---|---|---|
| Original amount of loan | | $6,650.00 |
| Interest to 11/30/54 | $1,138.03 | |
| Insurance | 56.52 | |
| Ground Rent | 270.00 | |
| Water & Sewer | 36.00 | |
| Taxes | 207.13 | 1,707.68 |
| | | $8,357.68 |
| Payments | | 2,604.80 |
| | | $5,752.88 |
| Gratuity | | 133.00 |
| BALANCE DUE | | $5,619.88 |

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY Mason H Kornmann
MASON H. KORNMANN, Executive Vice-President

STATE OF MARYLAND)
CITY OF BALTIMORE) TO WIT:

I HEREBY CERTIFY that on this 2nd day of December, 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 William C. Rogers, Attorney named in mortgage, 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 7 Dec., 1954

Mortgagee and Attorney's Bond. LIBER 90 PAGE 226 US 1-369

# UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 11,175 Equity

## Know All Men by These Presents:

That we William C. Rogers, 113 E. Baltimore Street, Baltimore, 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 2nd day of December 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 Edwin A. Kessler and Jean M. Kessler, his wife

bearing date the 1st day of February nineteen hundred and fifty

and recorded among the Land Records of Anne Arundel County, in Liber JHH No. 556, Folio 374, and

William C. Rogers

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

**Now the Conditions of this Obligation are Such,** That if the above bounden William C. Rogers

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

Signed, Sealed and Delivered in the presence of

Herbert C. Moore

Attest: HERBERT C. MOORE

G. Lee Burgess

G. Lee Burgess-Assistant Secretary

William C. Rogers (Seal)

(Seal)

(Seal)

UNITED STATES CASUALTY COMPANY

By J. F. Eierman-R. S. Vice President

Approved this 7 Dec., 1954
John H. Hopkins, 3rd, Clerk
Filed 7 Dec., 1954

8

WILSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

## MORTGAGEE'S SALE

OF VALUABLE LEASEHOLD PROPERTY SITUATE AT ARUNDEL GARDENS, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Edwin A. Kessler and Jean M. Kessler, his wife, to The Augusta Building and Loan Association, Inc., dated February 1, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 556, folio 374, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, at No. 201 Creswell Road, Arundel Gardens, Anne Arundel County, on

WEDNESDAY, DECEMBER 8TH, 1954, AT 3 P. M.

All those lots of ground and improvements thereon, in the 5th Election District of Anne Arundel County, described at follows:

Being known and designated as Lots Nos. 49 and 50, in Block "C" in the Subdivision of the property known as Arundel Gardens, as shown on a Plat thereof recorded among the Plat Records of Anne Arundel County formerly in Plat Book W. N. W. No. 1, Section 4, folio 348, but now of record in Plat Cabinet No. 2, Rod D-9, Plat 348. The improvements thereon being known as No. 201 Creswell Road. Subject to the restrictions set forth in a deed from Davitt D. Chidester and wife to E. Waugh Dunning, dated July 29, 1927, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 14, folio 370; and subject to a pole line agreement from Childester to Consolidated Gas, Electric Light and Power Co., recorded in F. S. R. No. 22, folio 160.

Subject to an annual ground rent of $60.00, payable half-yearly on the 1st day of January and July.

Improvements: One and one-half story frame dwelling.

No. 9

Terms of Sale: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
The Rogers Building
113 E. Baltimore, Street
Baltimore, Maryland.

GEORGE W. SCIBLE, Auctioneer. d-8

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

Mortgagee's Sale

Edwin A. Kessler

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of December, 1954. The first insertion being made the 11th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 7 Dec., 1954

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

LIBER 90 PAGE 228

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

# MORTGAGEE'S SALE

OF VALUABLE

# Leasehold Property

SITUATE AT ARUNDEL GARDENS, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY

Under and by virtue of a power of sale contained in a Mortgage from Edwin A. Kessler and Jean M. Kessler, his wife, to The Augusta Building and Loan Association, Inc., dated February 1, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 556, foilo 374, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, at No. 201 Creswell Road, Arundel Gardens, Anne Arundel County, on

## WEDNESDAY, DECEMBER 8th, 1954

AT 3 P.M.

All those lots of ground and improvements thereon, in the 5th Election District of Anne Arundel County, described as follows:

Being known and designated as Lots Nos. 49 and 50, in Block "C" in the Subdivision of the property known as Arundel Gardens, as shown on a Plat thereof recorded among the Plat Records of Anne Arundel County formerly in Plat Book W. N. W. No. 1, Section 4, folio 348, but now of record in Plat Cabinet No. 2, Rod D-9, Plat 348. The improvements thereon being known as No. 201 Creswell Road. Subject to the restrictions set forth in a deed from Davitt D. Chidester and wife to E. Waugh Dunning, dated July 29, 1927, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 14, folio 379; and subject to a pole line agreement from Childester to Consolidated Gas, Electric Light and Power Co., recorded in F. S. R. No. 22, folio 160.

Subject to an annual ground rent of $60.00, payable half-yearly on the 1st day of January and July.

**Improvements**: One and one-half story frame dwelling.

**Terms of Sale**: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County, 6% interest to be paid on unpaid purchase money from date of sale to date of settlement. Taxes and all other public charges to be adjusted to day of sale.

WILLIAM C. ROGERS
Attorney named in Mortgage
The Rogers Building
113 E. Baltimore Street
Baltimore, Maryland.

Filed: 10 Dec. 1954

10

I hereby certify that I have this 8th day of December, 1954, sold the within described property to The Augusta Building and Loan Association at and for the sum of FIVE THOUSAND FOUR HUNDRED ($5400) Dollars, IT being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

George W. Scible, Auctioneer

We hereby certify that The Augusta Building and Loan Association have/has this day, December 8th, 1954, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Fifty-four Hundred ($5,400.00)- - - - - - - - - - - - - Dollars, and _____ we hereby agree to comply with the terms of sale as set forth on the reverse side hereof.

THE AUGUSTA BUILDING AND LOAN ASSOCIATION, INC.

BY William C. Rogers Jr. attorney
WILLIAM C. ROGERS, JR., Attorney Purchaser

Filed 10 Dec., 1954.

| | | |
|---|---|---|
| WILLIAM C. ROGERS, Attorney | * | IN THE |
| Named in Mortgage | * | CIRCUIT COURT |
| VS | * | FOR |
| EDWIN A. KESSLER and | * | ANNE ARUNDEL COUNTY |
| JEAN M. KESSLER, his wife | * | In Equity # 11,175 |

* * * * *

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 No. 201 Creswell Road, Arundel Gardens, in the Fifth Election District of 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 Wednesday, the eighth day of December, 1954, at 3:00 o'clock p.m., attend on the premises, and then and there sold the leasehold property mentioned and described in the attached advertisement of sale which is prayed to be taken as part of this Report, unto The Augusta Building and Loan Association, Inc., a body corporate, at and for the price of $5,400.00, which said sum was the highest amount bid for the property.

WILLIAM C. ROGERS, Attorney
named in Mortgage

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

I HEREBY CERTIFY That on this 9th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared William C. Rogers, Attorney named in Mortgage, and made oath that the facts stated in the foregoing Report of Sale are true as therein set forth and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Notary Public

Filed 10 Dec., 1954.

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WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

## MORTGAGEE'S SALE

**OF VALUABLE LEASEHOLD PROPERTY SITUATE AT ARUNDEL GARDENS, FIFTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY**

Under and by virtue of a power of sale contained in a Mortgage from Edwin A. Kessler and Jean M. Kessler, his wife, to The Augusta Building and Loan Association, Inc., dated February 1, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 556, folio 374, the undersigned, as Attorney named in said Mortgage, will offer for sale at public auction, on the premises, at No. 201 Creswell Road, Arundel Gardens, Anne Arundel County, on

**WEDNESDAY, DECEMBER 8TH, 1954, AT 3 P. M.**

All those lots of ground and improvements thereon, in the 5th Election District of Anne Arundel County, described as follows:

Being known and designated as Lots Nos. 49 and 50, in Block "C" in the Subdivision of the property known as Arundel Gardens, as shown on a Plat thereof recorded among the Plat Records of Anne Arundel County formerly in Plat Book W. N. W. No. 1, Section 4, folio 348, but now of record in Plat Cabinet No. 2, Rod D-9, Plat 348. The improvements thereon being known as No. 201 Creswell Road. Subject to the restrictions set forth in a deed from Davitt D. Chidester and wife to E. Waugh Dunning, dated July 20, 1927, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 14, folio 379; and subject to a pole line agreement from Childester to Consolidated Gas, Electric Light and Power Co., recorded in F. S. R. No. 22, folio 160.

Subject to an annual ground rent of $60.00, payable half-yearly on the 1st day of January and July.

Improvements: One and one-half story frame dwelling.

Terms of Sale: Cash. A deposit of $500 will be required of the purchaser at the time of sale; balance to be paid in cash upon final ratification of the sale by the Circuit Court for Anne Arundel County 6% interest to be paid on unpaid purchase money fro . 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
The Rogers Building
113 E. Baltimore Street
Baltimore, Maryland.

GEORGE W. SCIBLE, Auctioneer. d-2

LIBER 90 PAGE 232

# ORDER NISI

William C. Rogers,

Attorney Named in Mortgage

versus

Edwin A. Kessler and
Jean M. Kessler, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,175 Equity

Ordered, this 10 day of December, 19 54, 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 17 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 17 day of January next.

The report states that the amount of sales ~~to be~~ was $ 5,400.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 10 Dec., 1954.

(Final Order)

William C. Rogers,

Attorney Named in Mortgage

versus

Edwin A. Kessler and

Jean M. Kessler, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of January, 19 55, 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 18 Jan., 1955

LIBER 90 PAGE 233 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. 11,175 Equity

WILLIAM C. ROGERS, Attorney Named in Mortgage

Vs.

EDWIN A. KESSLER and JEAN M. KESSLER, his wife.

Ordered, this 10th day of December, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by William C. Rogers, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th 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 17th day of January next.

The report states that the amount of sale was $5,400.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

1:0

## CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11175

Edwin A. Kessler

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of January, 1955. The first insertion being made the 16th day of December, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Mary Tate

No. M. G. 3820

14

Filed 18 Jan., 1955

*In the Case of*

William C. Rogers,
Attorney named in Mortgage

vs.

Edwin A. Kessler
and
Jean M. Kessler, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 11,175 Equity

*To the Honorable, the Judges of said Court:*

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

February 2, 1955

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

Filed 5 Feb, 1955.

15

Dr. William C. Rogers, Attorney named in Mortgage, vs. Edwin A. Kessler and Jean M. Kessler, his wife

in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 100 | 00 | | |
| To Attorney for Commissions, viz: | 193 | 05 | 293 | 05 |
| 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 | 41 | 24 | | |
| Capital-Gazette Press - handbills | 11 | 69 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| U. S. Casualty Co. - bond premium | 24 | 00 | | |
| George W. Scible - auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 3 | 03 | | |
| One-half State documentary stamps | 3 | 02 | | |
| Herbert C. Moore - notary fees | 1 | 50 | 123 | 48 |
| To Attorney for Ground Rent, viz: $30.00 ground rent adjusted - 5 months 8 days | 26 | 33 | 26 | 33 |
| To Attorney for Benefit Charges, viz: Anne Arundel County Sanitary Commission metered water - 6/1/54 to 12/8/54 | 5 | 00 | 5 | 00 |
| To The Augusta Building & Loan Ass'n, Inc., mortgagee - this balance on account mortgage claim | 4,948 | 49 | 4,948 | 49 |
| | | | 5,438 | 60 |
| Amount of mortgage claim filed | 5,619 | 88 | | |
| Cr. Amount allowed above | 4,948 | 49 | | |
| Balance subject to decree in personam | 671 | 39 | | |

with William C. Rogers, Attorney named in Mortgage Cr.

| | | | | | | |
|---|---|---|---|---|---|---|
| 1954 | | | | | | |
| Dec. | 8 | Proceeds of Sale | 5,400 | 00 | | |
| | | Interest on deferred payment - 1 month 13 days | 35 | 10 | 5,435 | 10 |
| | | Refund 1954 State and County taxes 22 days | 3 | 50 | 3 | 50 |
| | | | | | 5,438 | 60 |

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***ORDER NISI***

LIBER 90 PAGE 237

William C. Rogers,

Attorney named in Mortgage

VERSUS

Edwin A. Kessler

and

Jean M. Kessler, his wife

# In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,175 Equity.

ORDERED, This 5th day of February, 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 14 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of March next.

Cert. 5 Feb. 1955 John A. Harris, Jr. Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 16th 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 16 Mar. 1955.

LIBER 90 PAGE 238

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,175 Equity

WILLIAM C. ROGERS, Attorney Named In Mortgage

Vs.

EDWIN A. KESSLER And JEAN M. KESSLER, His Wife.

Ordered, this 5th day of February, 955, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

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

# CERTIFICATE OF PUBLICATION

Annapolis, Md. March 16, 1955

We hereby certify, that the annexed

Order Nisi Aud. Acct. No. 11,175

Edwin A. Kessler

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of March, 1955. The first insertion being made the 10th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

19697

Filed 16 Mar. 1955

LIBER 90 PAGE 239

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

:

VS. FOR

:

WILLIAM HERBERT REA :::::::::::::::::::: ANNE ARUNDEL COUNTY

No. 11,172 Equity

Mr. Clerk:

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

John O. Dumler

Attorney named in Mortgage.

Filed 23 July, 1954

PLAINTIFF'S EXHIBIT "A"
Form 812

LIBER 90 PAGE 240

LIBER 747 PAGE 216

[DR.—CITY OR COUNTY]

# Mortgage

No. 11,072 Equity

THIS MORTGAGE, Made this 1st day of April, in the year Nineteen Hundred and Fifty-three, by and between William Herbert Rea, divorced and unmarried,

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Five Thousand Dollars ($ 5000.00 ), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Five Thousand Dollars ($ 5000.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum ( 6% ) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty Dollars ($ 50.00 ), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of May, 1953, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

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

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

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

THE FIRST thereof being all that lot of ground containing fifty-five one-hundredths (.55) acre, more fully described in a deed from William H. Rea, Jr. and wife to the herein named Mortgagor, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, reference to which deed is hereby made for a more full and complete description of said lot of ground.

THE SECOND thereof being all those lots of ground more fully described in a deed dated October 6, 1947, and recorded among the Land Records aforesaid in Liber J.H.H. No. 435, folio 19, from Marjorie C. Digelman, unmarried, to said William Herbert Rea, saving and excepting therefrom that portion of said lot of ground conveyed by said William Herbert Real and wife to William H. Rea, Jr., dated November 20, 1947, and

Plaintiff's Exhibit A.
Filed 23 July, 1954.

2

recorded among said Land Records in Liber J.H.H. No. 446, folio 258, reference to which deed is hereby made for a more full and complete description of said lots of ground.

THE said secondly mentioned lots being the same which are described in a first mortgage from the herein named Mortgagor to the said Mortgagee, dated August 21, 1952, and recorded among the Land Records aforesaid in Liber J.H.H. No. 704, folio 180, made to secure the repayment of the sum of Forty-four Hundred Dollars and interest.

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

William Herbert Rea Sr. (SEAL)
William Herbert Rea

Antoinette M. Granese (SEAL)
Antoinette M. Granese

_____ (SEAL)

_____ (SEAL)

_____ _____ (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 1st day of April, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared William Herbert Rea, known to me to be

the above-named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his act:

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

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

Antoinette M. Granese
Antoinette M. Granese Notary Public
My commission expires May 4, 1953

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Recorded- 6th April, 1953, at 2:30 P.M.

ANNE ARUNDEL COUNTY

**Mortgage**

30651

FROM

WILLIAM HERBERT REA

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received at Record 6 Day of April 1953 at 2-30 P.M. and the same day recorded in Liber J.H.H. No. 747 Fol. 216 Records of Anne Arundel County

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 10931-T

Property:

Sumac Fields

Description approved

Execution approved

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

:

VS. FOR

: ANNE ARUNDEL COUNTY

WILLIAM HERBERT REA (IN Equity)

:::::::::::::::::::::::: No. 11,072

I HEREBY CERTIFY, That on this 23rd day of ~~August~~ July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice President of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendant, William Herbert Rea, against whom the above case has been docketed, is not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps and has not been ordered to report for service therein.

Isabelle Bowes Notary Public

Charles F. Loos Affiant

Filed 23 July, 1954.

6

LIBER 90 PAGE 245

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| | : | |
| WILLIAM HERBERT REA | | (In Equity) No. 11,072 |

- - - - - -

STATEMENT OF MORTGAGE CLAIM

| | |
|---|---|
| Amount of mortgage dated April 1, 1953 | $ 5000.00 |
| Interest due to September 15, 1954 | 29.58 |
| TOTAL DUE | $ 5029.58 |

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 1st day of September, 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 Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

Filed 9 Sept., 1954

A STOCK COMPANY — ESTABLISHED 1890

# Fidelity and Deposit Company

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

No. 11,072 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
Fidelity Bldg.
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 TEN THOUSAND DOLLARS AND 00/100 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - ($10,000.00) 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 September in the year of our Lord 1954

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from William Herbert Lea

to The Capital Building and Loan Association of Baltimore City
bearing date the 1st day of April, 1953 and recorded among the land mortgage records of Anne Arundel County
in Liber JHH No. 747 Folio 216 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.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

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

*Signed, sealed and delivered in the presence of:*

Gloria Novak
Gloria Novak

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg
C. BERG *As to Surety*

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

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

Approved this 9 Sept, 1954
John H. Hopkins, 3rd, Clerk

Filed 9 Sept, 1954

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*State of Maryland, Baltimore City, sct·*

LIBER 90 PAGE 247

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. B. NETTLE
*Vice-President*

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

September 2, 1954

FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

T. C. PERCIOT *Assistant Secretary*

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

: FOR

VS. :

WILLIAM HERBERT REA . . . . . : ANNE ARUNDEL COUNTY (In Equity)
No. 11,072

KOHLERMAN & DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

# Mortgage Sale

OF

**DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY Southeast side of Agnes Road about Eight Hundred feet Southwest of Old Annapolis Road, SUMAC FIELDS, Third Election District of Anne Arundel County**

Under and by virtue of the power and authority contained in a mortgage from William Herbert Rea to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the first day of April, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 747, folio 216 (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises on

**Wednesday, the 20th day of October, 1954,**

at two o'clock p. m. all those lots of ground situated and lying in Sumac Fields in the Third Election District of Anne Arundel County, State of Maryland, and being described as follows:

The hereinafter described two tracts of land adioin one another and have a combined frontage of Two Hundred and Fifty feet on the southeast side of Agnes Road, also known as St. Agnes Road, running southeasterly three hundred feet and having a combined frontage of two hundred and fifty feet on the northwest side of Sumac Avenue, also known as Sumac Road, as shown on the Plat of Sumac Fields hereinafter referred to.

The first hereof being Lot 28, Section B., as shown on the Plat of Sumac Fields made by E. V. Coonan and Company, Surveys and dated November 21, 1941, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3; Rod E-4, Plat No. 5.

The secondly described parcel of land is described as follows:

BEGINNING for the same on the southeast side of Agnes Road, also known as St. Agnes Road, fifty feet wide, at the distance of eight hundred eight and seven-tenths (808.7) feet southwesterly from the southwest side of Annapolis Road, said southwest side being distant twenty feet southwesterly at right angles from the center of Annapolis Road, said southeast side of Agnes Road, also known as St. Agnes Road, being distant three hundred seventy feet southeasterly at right angles from the center line of the County Road leading from Annapolis Road at Marley Station, Baltimore and Annapolis Railroad; thence South forty-nine degrees forty-five minutes West (S 49°-45' W) binding on the southeast side of Agnes Road, also known as St. Agnes Road, two hundred feet; thence South forty degrees fifteen minutes east (S 40° 15' E) three hundred feet; thence North forty-nine degrees forty-five minutes east (N 49° 45' E) two hundred fifty feet to Lot Number Twenty-seven (27), Section B., on the Plat of Sumac Fields; thence binding thereon North forty degrees fifteen minutes west (N 40°-15' W) one hundred fifty-feet to Lot Numbered Twenty-eight (28); thence binding on Lot Number Twenty-eight (28) two courses; South forty-nine degrees forty-five minutes west (S 49° 45' W) fifty feet, and North forty degrees fifteen minutes west (N 40° 15'-W) one hundred fifty feet to the place of beginning. Containing one and fifty-five one-hundredths (1.55) acres of land.

The above property is in fee simple. The improvements consists of two masonry dwelling and an uncompleted frame dwelling. The property will be sold as an entirely.

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 of 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
E. T. NEWELL And CO.,
Auctioneers

To Oct. 14

## AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 15th day of September, 1954, sold the property described in the attached advertisement of sale at and for the sum of $9600.00 to Arthur Y Van Nort & Mildred I Van Nort being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

John O. Dumler V.P.
E. T. Newell & Co. AUCTIONEER

## PURCHASER'S AGREEMENT

We hereby certify that we have this 15th day of September, 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 $9600.00 and we hereby agree to comply with terms of sale as set forth in the attached advertisement of sale.

Arthur Y. Van Nort Purchaser

TEST: Mildred I. Van Nort PURCHASER

Joseph J. Dockman

Filed 26 Oct, 1954

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

: FOR

VS. :

: ANNE ARUNDEL COUNTY

WILLIAM HERBERT REA - - - - - - - (In Equity)

No. 11,072

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 20th day of October, 1954 at 2:00 p.m. sell on the premises, the aforesaid fee simple property unto Arthur Y. Van Nort and Mildred I. Van Nort, his wife, at and for the sum of Ninety-six Hundred Dollars ($9600.00) cash, the said Arthur Y. Van Nort and Mildred I. Van Nort, his wife, having offered the greatest price therefor.

John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 22nd day of October, in the year one thousand nine hundred and fifty-four, before me, the subscriber a Notary Public of the State Of Maryland, in and for Baltimore City, aforesaid, personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Gran-Notary Public
ese

My commission expires May 2, 1955

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Filed 26 Oct., 1954.

LIBER 90 PAGE 250

# ORDER NISI

The Capital Building And Loan Association Of Baltimore City

versus

William Herbert Rea

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,072 Equity

Ordered, this 26 day of October, 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 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.

The report states that the amount of sales to be $ 9,600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order) Filed 26 Oct., 1954

The Capital Building And Loan Association Of Baltimore City

versus

William Herbert Rea

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2d day of December, 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 2 Dec., 1954.

LIBER 90 PAGE 251

OFFICE C

THE ★ STAR

GLEN BURNIE, MD., October 15 19 54

THIS IS TO CERTIFY, that the annexed advertisement of Mortgage Sale

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 15th day of October 19 54 ; that is to say, the same was inserted in the issues of September 23, 30, October 7 and 14, 1954.

Estate of
**P. G. STROMBERG,**
**Publisher.**

By Gladys B. Rowley

Filed 29 Oct., 1954

KOHLERMAN & DUMLER
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

# Mortgage Sale

OF

## DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY Southeast side of Agnes Road about Eight Hundred feet Southwest of Old Annapolis Road, SUMAC FIELDS, Third Election District of Anne Arundel County

Under and by virtue of the power and authority contained in a mortgage from William Herbert Rea to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the first day of April, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 747, folio 216 (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises on

**Wednesday, the 20th day of October, 1954,**

at two o'clock p. m. all those lots of ground situated and lying in Sumac Fields in the Third Election District of Anne Arundel County, State of Maryland, and being described as follows:

The hereinafter described two tracts of land adjoin one another and have a combined frontage of Two Hundred and Fifty feet on the southeast side of Agnes Road, also known as St. Agnes Road, running southeasterly three hundred feet and having a combined frontage of two hundred and fifty feet on the northwest side of Sumac Avenue, also known as Sumac Road, as shown on the Plat of Sumac Fields hereinafter referred to.

The first hereof being Lot 28, Section B., as shown on the Plat of Sumac Fields made by E. V. Coonan and Company, Surveys and dated November 21, 1941, and recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 3, Rod E-4, Plat No. 5.

The secondly described parcel of land is described as follows:

BEGINNING for the same on the southeast side of Agnes Road, also known as St. Agnes Road, fifty feet wide, at the distance of eight hundred eight and seven-tenths (808.7) feet southwesterly from the southwest side of Annapolis Road, said southwest side being distant twenty feet southwesterly at right angles from the center of Annapolis Road, said southeast side of Agnes Road, also known as St. Agnes Road, being distant three hundred seventy feet southeasterly at right angles from the center line of the County Road leading from Annapolis Road at Marley Station, Baltimore and Annapolis Railroad; thence South forty-nine degrees forty-five minutes West (S 49°-45' W) binding on the southeast side of Agnes Road, also known as St. Agnes Road, two hundred feet; thence South forty degrees fifteen minutes east (S 40° 15' E) three hundred feet; thence North forty-nine degrees forty-five minutes east (N 49° 45' E) two hundred fifty feet to Lot Number Twenty-seven (27), Section B., on the Plat of Sumac Fields; thence binding thereon North forty degrees fifteen minutes west (N 40°-15' W) one hundred fifty feet to Lot Numbered Twenty-eight (28); thence binding on Lot Number Twenty-eight (28) two courses; South forty-nine degrees forty-five minutes west (S 49° 45' W) fifty feet, and North forty degrees fifteen minutes west (N 40° 15'-W) one hundred fifty feet to the place of beginning. Containing one and fifty-five one-hundredths (1.55) acres of land.

The above property is in fee simple. The improvements consists of two masonry dwelling and an uncompleted frame dwelling. The property will be sold as an entirely.

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 of 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
E. T. NEWELL And CO.,
Auctioneers

To Oct. 14

LIBER 90 PAGE 252
OFFICE C

**Order Nisi—**

The Capital Building and Loan Association of Baltimore City
versus
William Herbert Rea
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 11,072, Equity

Ordered, this 26th day of October, 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 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.

The report states that the amount of sales to be $9,600.00.

JOHN H. HOPKINS, 3rd, Clerk.

Test:
JOHN H. HOPKINS, 3rd, Clerk.

True Copy,
(JOHN O. DUMLER, Atty.)
Nov. 11-54.

# THE ★ STAR

GLEN BURNIE, MD., November 12 19 54

THIS IS TO CERTIFY, that the annexed advertisement of

Order Nisi

was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 12th day of November 19 54 ; that is to say, the same was inserted in the issues of October 28, November 4, and 11, 1954.

Estate of
**P. G. STROMBERG,**
**Publisher.**

By Gladys M. Rowley

Filed 2 Dec., 1954

*In the Case of*

The Capital Building & Loan Association of Baltimore City

VS.

William Herbert Rea

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 11,072 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 he has stated the within account.

December 30, 1954

All of which is respectfully submitted.

Laura K. Dickling
Auditor.

Filed 4 Jan., 1955

Dr. The Capital Building & Loan Association of Baltimore City vs. William Herbert Rea in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 75 | 00 | | |
| To Attorney for Commissions, viz: | 320 | 59 | 395 | 59 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 19 | 75 | | |
| Auditor - stating this account | 13 | 50 | 43 | 25 |
| To Attorney for Expenses, viz: | | | | |
| .The Star - advertising sale | 70 | 00 | | |
| The Star - order nisi (sale) | 6 | 00 | | |
| The Star - order nisi (acct) | 6 | 00 | | |
| The Sun - advertising sale | 12 | 50 | | |
| The Sun - advertising sale (Sunday) | 11 | 80 | | |
| Fidelity & Deposit Co. of Md. -bond premium | 40 | 00 | | |
| E. T. Newell & Co. - auctioneer's fee | 75 | 00 | | |
| One-half Federal documentary stamps | 5 | 50 | | |
| One-half State documentary stamps | 5 | 50 | | |
| Antoinette A. Granese - notary fees | 4 | 00 | 236 | 30 |
| To The Capital Building & Loan Ass'n of Baltimore City, first mortgagee - in full for first mortgageclaim filed (Order 11/23/54) | 4,267 | 16 | 4,267 | 16 |
| To The Capital Building & Loan Ass'n of Baltimore City, second mortgagee - this balance on account second mortgage claim | 4,751 | 97 | 4,751 | 97 |
| | | | 9,694 | 27 |
| Amount of second mortgage claim filed | 5,029 | 58 | | |
| Plus interest on $5,000.00 from 9/15/54 to 10/20/54 - 35 days | 29 | 17 | | |
| | 5,058 | 75 | | |
| Cr. Amount allowed above | 4,751 | 97 | | |
| Balance due | 306 | 78 | | |

with John O. Dumler,
Attorney named in Mortgage

Cr.

| | | | | | |
|---|---|---|---|---|---|
| 1954 | | | | | |
| Oct. | 20 | Proceeds of Sale | 9,600 00 | | |
| | | Interest on deferred payment - 1 month and 27 days | 86 45 | 9,686 | 45 |
| | | Refund 1954 State and County taxes- 2 months 10 days | 7 82 | 7 | 82 |
| | | | | 9,694 | 27 |

**ORDER NISI** LIBER 90 PAGE 256

The Capital Building & Loan Association of Baltimore City

VERSUS

William Herbert Rea

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 11,072 Equity.

ORDERED, This 4 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 14 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 14 day of February next.

Filed 4 Jan. 1955. John H. Hopkins, 3rd, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 15th day of February, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 15 Feb. 1955.

**Order Nisi—**
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,072 Equity
The Capital Building & Loan Association of Baltimore City
VS.
William Herbert Rea
ORDERED, this 4 day of January, 1955, That the Report and Account of the Auditor, filed in the above entitled cause
BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 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 14 day of February next.
JOHN H. HOPKINS, III,
Clerk

True Copy: Test:
JOHN O. DUMLER, Atty.
THE STAR

# THE ★ STAR

GLEN BURNIE, MD., January 28 1955

THIS IS TO CERTIFY, that the annexed advertisement of Order Nisi - The Capital Bldg. & Loan Association of Baltimore City VS. William Herbert Rea.
was inserted in THE ANNE ARUNDEL STAR, a weekly newspaper and published in Anne Arundel County, Maryland, once a week for three successive weeks before the 27th day of January 1955; that is to say, the same was inserted in the issues of January 13, 20 and 27, 1955.

Estate of
**P. G. STROMBERG,**
**Publisher.**

By Gladys M. Rowley

Filed 1 Feb, 1955.

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LIBER 90 PAGE 257

| | | |
|---|---|---|
| IN THE MATTER OF | * | IN THE |
| THE MORTGAGED REAL ESTATE OF | * | CIRCUIT COURT |
| JAMES O. CNDERDONK and | * | FOR |
| BARBARA A. ONDERDONK, his wife | * | ANNE ARUNDEL COUNTY |
| | * | NO. 11088 EQUITY |

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

Mr. Clerk:

Please docket this case and file the certified copy of the original Mortgage and Statement of Mortgage debt.

Samuel M. Ivrey

Samuel M. Ivrey, Assignee
144 - Gloucester Street
Annapolis, Md.

Filed 12 Aug., 1954

J.H.H. 434-140

No. 11,088 Equity

Md. State Stamps $9.50
Form No. 1—County Fee

**This Mortgage,** made this 1st day of October ,

in the year one thousand nine hundred and forty-seven , between

James O. Onderdonk and Barbara A. Onderdonk, 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 James O. Onderdonk and Barbara A. Onderdonk, his wife,

the sum of NINETY-SEVEN HUNDRED ($9700.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(x) 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 Seventy ($70.00)

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 James O. Onderdonk and Barbara A. Onderdonk, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot , piece , or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a point in the center of the Defense Highway, said point being distant South 89 degrees 32 minutes West 481.28 feet from the East end of the North 89 degree 32 minute East, 612.3 foot line of the description contained in a deed dated November 13, 1944, whereby the property was conveyed by Robert S. Quackenbush and wife to Francis B. Asher and Eleanore P. Asher, his wife, and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. No. 320, folio 126, and running thence from said point of beginning and with the center line of said Defense Highway, South

Filed 12 Aug., 1954

89 degrees 32 minutes West, 66.43 feet to a point; thence North 39 degrees 41 minutes West 25.75 feet to a stake set on the northerly side of said Defense Highway; thence continuing North 39 degrees 41 minutes West 39.05 feet to a point; ~~thence North 3 degrees 10 minutes West 199.60 feet to a point~~; thence North 89 degrees 01 minutes East, 105.0 feet to a point; thence South 3 degrees 10 minutes East, 230.90 feet to a stake set on the said northerly side of the Defense Highway; thence South 3 degrees 10 minutes East 19.9 feet to the point of beginning. CONTAINING as now laid out, 0.575 acres of land, more or less, according to a survey made by T. T. Pantaleo, State Registered Land Surveyor, October, 1945.

BEING the same property conveyed by Francis B. Asher and Eleanore P. Asher, his wife, to James O. Onderdonk and Barbara A. Onderdonk, his wife, by deed dated October 24, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342, folio 371.

~~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.

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

And the said mortgagor(s) James O. Onderdonk and Barbara A. Onderdonk, his wife for themselves, their heirs, personal representatives or assigns, covenant(X) 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(X) 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:

/s/ Katharine H. McCutchan
Katharine H. McCutchan

/s/ James O. Onderdonk (SEAL)
James O. Onderdonk

/s/ Barbara A. Onderdonk (SEAL)
Barbara A. Onderdonk

(SEAL)

(SEAL)

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 1st day of October in the year one thousand nine hundred and forty-seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared James O. Onderdonk and Barbara A. Onderdonk, 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.

(NOTARIAL SEAL)

/s/Katharine H. McCutchan
Katharine H. McCutchan Notary Public.

My commission expires on

May 2 19 49

Recorded Oct. 1st, 1949 at 2-20 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Mortgage is truly taken and copied from Liber J.H.H. #434 Folio No. 140 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County this 28th day of January A.D., 1952.

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

To be filed in Liber #1088

# Mortgage

FROM James O. Onderdonk and Barbara A. Onderdonk, his wife

TO ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record ..... 19 ..... at ..... o'clock ..... M.
Same day recorded in Liber ..... No. ..... folio ..... &c. one of the Land Records of Anne Arundel County and examined per
Clerk
Cost of Record $

EDWARD G. CHANEY
ATTORNEY AT LAW,
TOWNSWORTH BUILDING
ANNAPOLIS, MD.

FOR VALUE RECEIVED, the Enterprise Federal Savings & 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 22nd day of August, 1951.

ATTEST: ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION

BY: R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

Property:

Description approved

Execution approved

Received for Record ..... Day of ..... 19 ..... at ..... o'clock ..... M. and the same duly recorded in Liber J.H.H., No. 434 Fol. 140, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd., Clerk.

| | | |
|---|---|---|
| IN THE MATTER OF | * | IN THE |
| THE MORTGAGED REAL ESTATE OF | * | CIRCUIT COURT |
| JAMES O. ONDERDONK and | * | FOR |
| BARBARA A. ONDERDONK, his wife | * | ANNE ARUNDEL COUNTY |
| | * | NO. 11,088 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 James O. Onderdonk and Barbara A. Onderdonk, his wife, dated the 1st day of October, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 434, folio 140, said Mortgage being in default.

| | |
|---|---|
| Balance due upon principal | $7,795.50 |
| Interest to 9/8/54 | 8.56 |
| | $7,804.06 |

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 12th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, the County 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 of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my Hand and Seal Notarial.

Samuel M. Ivrey, Notary Public

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Filed 12 Aug., 1954.

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

**BOND** No. 11,088 Equity

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 TEN THOUSAND DOLLARS ($10,000.00) - current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 7th day of September, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from James O. Onderdunk and Barbara A. Onderdunk, his wife, bearing date on or about the 1st day of October, 1947, the said Samuel M. Ivrey, Assignee is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and WHEREAS default has been made in the Payment of the interest and principal aforesaid, and the said Samuel M. Ivrey, Assignee is about to execute said power and make sale of the property described in said mortgage as aforesaid;

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

Signed, sealed, and delivered
in the presence of

Samuel M. Ivrey (SEAL)
Samuel M. Ivrey Principal

Margaret B. Hendrix
Margaret B. Hendrix
as to both

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins, IV, Attorney-in-fact.
Surety

Approved this 7 Sept., 1954
John H. Hopkins, 3rd, Clerk.
Filed 7 Sept., 1954

Evening Capital

GEORGE W. SCIBLE, ....LIBER...90.PAGE 264..... Auctioneer.

# ASSIGNEE'S SALE

— OF VALUABLE —

# Improved Real Estate

**0.575 ACRES OF LAND, SECOND ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.**

Under and by virtue of the power of sale contained in the Mortgage from James O. Onderdonk and Barbara A. Onderdonk, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 1st day of October 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 434, folio 140, 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

# Wednesday, September 8th, 1954

**AT 11 O'CLOCK, A.M.**

All that lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING FOR THE SAME at a point in the center of the Defense Highway, said point being distant South 89 degrees 32 minutes West 481.28 feet from the East end of the North 89 degrees 32 minutes East, 612.3 foot line of the description contained in a Deed dated November 13, 1944, whereby the property was conveyed by Robert S. Quackenbush and wife to Francis B. Asher and Eleanore P. Asher, his wife, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 320, folio 126, and running thence from said point of beginning and with the center line of said Defense Highway, South 89 degrees 32 minutes West, 66.43 feet to a point; thence, North 39 degrees 41 minutes West 25.75 feet to a stake set on the Northerly side of said Defense Highway; thence continuing North 39 degrees 41 minutes West 39.05 feet to a point; thence North 89 degrees 01 minute East, 105.0 feet to a point; thence, South 3 degrees 10 minutes East, 230.90 feet to a stake set on the said Northerly side of the Defense Highway; thence, South 3 degrees 10 minutes East 19.9 feet to the point of beginning. Containing as now laid out, 0.575 acres of land, more or less, according to a survey made by T. T. Pantaleo, State Registered Land Surveyor, October 1945.

BEING the same property conveyed by Francis B. Asher and Eleanore P. Asher, his wife, to James O. Onderdonk and Barbara A. Onderdonk, his wife, by deed dated October 24, 1945 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 342, folio 371.

The said property being improved by a one and one-half stories, seven room house and garage.

**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**

8 Filed 5 Oct., 1954

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 8th day of September, 1954.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST: BY: R. Gardiner Chaney

R. Gardiner Chaney, President

Samuel M. Ivrey

Samuel M. Ivrey, Secretary

I hereby certify that I sold property described on the reverse side of this Hand Bill to Enterprise Federal Savings & Loan Association of Anna., Md. 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 8th day of September 1954

Witness:

(SEAL)

Auctioneer

Samuel M. Ivrey

Filed 5 Oct., 1954.

| | | |
|---|---|---|
| IN THE MATTER OF THE | : | IN THE |
| MORTGAGED REAL ESTATE OF | : | CIRCUIT COURT |
| JAMES O. ONDERDONK and BARBARA | : | FOR |
| A. ONDERDONK, his wife | : | ANNE ARUNDEL COUNTY |
| | | EQUITY NO. 11,088 |

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 and manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, September 8, 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 that lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at a point in the center of the Defense Highway, said point being distant South 89 degrees 32 minutes West 481.28 feet from the East end of the North 89 degrees 32 minutes East 612.3 foot line of the description contained in a Deed dated November 13, 1944, whereby the property was conveyed by Robert S. Quackenbush and wife to Francis B. Asher and Eleanore P. Asher, his wife, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J. H. H. No. 320, folio 126, and running thence from said point of beginning and with the center line of said Defense Highway, South 89 degrees 32 minutes West 66.43 feet to a point; thence

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

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Filed 5 Oct., 1954.

North 39 degrees 41 minutes West 2 5.75 feet to a stake set on the Northerly side of said Defense Highway; thence continuing North 39 degrees 41 minutes West 39.05 feet to a point; thence North 89 degrees 01 minute East, 105.0 feet to a point; thence, South 3 degrees 10 minutes East, 230.90 feet to a stake set on the said Northerly side of the Defense Highway; thence, South 3 degrees 10 minutes East 19.9 feet to the point of beginning. Containing as now laid out, 0.575 acres of land, more or less, according to a survey made by T. T. Pantaleo, State Registered Land Surveyor, October 1945.

BEING the same property conveyed by Francis B. Asher and Eleanore P. Asher, his wife, to James O. Onderdonk and Barbara A. Onderdonk, his wife, by deed dated October 24, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 342, folio 371.

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 reportof sale are filed herewith, all of which is respectfully submitted.

And as in duty bound, etc.

Samuel M. Ivrey, Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

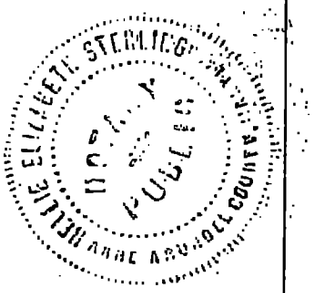
//

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5 day of October, 1954, 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 same was fairly made.

Nellie Elizabeth Sterling
Notary Public

My Commission Expires:
May 2, 1955



LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

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LIBER 90 PAGE 269

# ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXXX~~
James O. Onderdonk and
Barbara A. Onderdonk, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,088 Equity

Ordered, this 5 day of October, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 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 8 day of November 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.

Filed 5 Oct., 1954

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
James O. Onderdonk and
Barbara A. Onderdonk, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 8th day of December, 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 8 Dec., 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., November 30, 1954

We hereby certify, that the annexed

Order Nisi

Eq. 11,088

Mortgaged

Barbara A. Onderdonk

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of November, 1954. The first insertion being made the 7th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 8 Dec., 1954.

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,088 Equity

In The Matter Of The Mortgaged Real Estate Of JAMES O. ONDERDONK and BARBARA A. ONDERDONK, His Wife.

Order, this 5 day of October, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivery, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8 dayof 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 8 day of November next.

The report states that the amount of sales to be $5,000.00.

John E. Hopkins, 3rd, Clerk.

True Copy TEST:

JOHN H. HOPKINS, 3rd, Clerk.

o-28

No. E. C. .....

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LIBER 90 PAGE 271

*In the Case of*

In the Matter of the
Mortgaged Real Estate
of
vs.
James A. Onderdonk
and
Barbara A. Onderdonk, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 11,088 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 23, 1954

All of which is respectfully submitted.

Laura K. Fickling
Auditor

Filed 23 Dec., 1954.

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Dr. In the Matter of the Mortgaged Real Estate of James O. Onderdonk and Barbara A. Onderdonk, his wife — in ac.

| | | | | |
|---|---|---|---|---|
| To Assignee for Fee, viz: | 35 | 00 | | |
| To Assignee for Commissions, viz: | 180 | 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 | 52 | 52 | | |
| Capital-Gazette Press - handbills | 12 | 93 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| Globe Indemnity Co. - bond premium | 40 | 00 | | |
| George W. Scible - auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 2 | 75 | | |
| One-half State documentary stamps | 2 | 75 | | |
| C lerk of Court - recording assignment | | 75 | | |
| Nellie E. Sterling - notary fee | | 50 | 151 | 20 |
| To Enterprise Federal Savings & Loan Ass'n of Annapolis, Md., mortgagee - this balance on account mortgage claim | 4,625 | 62 | 4,625 | 62 |
| | | | 5,029 | 57 |
| Amount of mortgage claim filed | 7,804 | 06 | | |
| Cr. Amount allowed above | 4,625 | 62 | | |
| Balance subject to decree in personam | 3,178 | 44 | | |

with Samuel M. Ivrey, Assignee Cr.

| | | | | |
|---|---|---|---|---|
| 1954 | | | | |
| Sept. | 8 | Proceeds of Sale | 5,000 00 | 5,000 00 |
| | | Refund 1954 State and County taxes ($95.34 - adjusted) 3 mos. 22 days | 29 57 | 29 57 |
| | | | | 5,029 57 |

**ORDER NISI** LIBER 90 PAGE 274 In the

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ James O. Onderdonk and Barbara A. Onderdonk, his wife

# CIRCUIT COURT
## For
## ANNE ARUNDEL COUNTY

No. 11,088 Equity.

ORDERED, This 23 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 29 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 29 day of January next.

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

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 17th day of February, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Filed 17 Feb 1955 Judge.

Evening Capital

Published by

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

**Legal Notices**

**ORDER NISI**
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,098 Equity

In the Matter of the Mortgaged Real Estate of JAMES O. ONDERDONK and BARBARA A. ONDERDONK, his wife.

Ordered, this 23rd 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 29th 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 29th day of January next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy. TEST:
JOHN H. HOPKINS, 3rd., Clerk.
1-10

# CERTIFICATE OF PUBLICATION

Annapolis, Md., February 15, 1955

We hereby certify, that the annexed

Order Nisi
Auditor Account
Eq. 11,098.
James O. Onderdonk

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 29th day of January, 1955. The first insertion being made the 27th day of December, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Filed 17 Feb. 1955

No. E. C. 4.1.1.

19

322

LIBER 90 PAGE 275

| | | |
|---|---|---|
| ROSCOE C. ROWE,<br>REGINA C. ROWE, his wife<br><br>(Annapolis, Md.)<br><br>VS.<br><br>MARGARET B. QUIRK<br>1712 Ellamond St.,<br>Baltimore, Md.<br>and all persons having or claiming to have any interest in the property known as Lots 258, 259 and 260, Round-Bay-on-the-Severn, Third Election District, Anne Arundel County, Maryland.<br><br>VS.<br><br>CLIFFORD WEELER<br>127 I9th St., N. W.,<br>Washington, D. C.<br>and all persons having or claiming to have any interest in the property known as Lot 14, Section 2, Bay Ridge, Second Election District, Anne Arundel County, Maryland. | * | IN THE<br><br>CIRCUIT COURT<br><br>FOR<br><br>ANNE ARUNDEL COUNTY.<br><br>EQUITY NO. 9630 |

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

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your ORATORS, complaining says:

First: That on the 11th day of October, 1937, the property referred to as Lots 258, 259 and 260, Round-Bay-on-the Severn, and Lot 14 Bay Ridge, were sold by Joseph H. Pepper, late Treasurer of Anne Arundel County, Maryland to Roscoe C. Rowe and Regina C. Rowe, his wife, for taxes under the provisions of the laws of the State of Maryland, and that subsequently, your orators did proceed to have these sales ratified in accordance with the laws of the State of Maryland, and deeds for said sales were executed by the said Joseph H. Pepper and were recorded in the Land Records of Anne Arundel County. The Lots at Round-Bay-on-the-Severn being recorded in F.A.M. 189, folio 347 on the 24th day of October, 1938, and the lot at Bay Ridge being recorded in J.H.H. 195 folio 50 on the 5th day of December, 1938. That in accordance

Filed Feb. 4 - 1949

with the laws passed in 1943 pertaining to tax sales and in view of clearing any defects in the marketability of the title, your orators have obtained Certificates of Tax Sale for these two properties on this 17th day of January, 1949. Said certificates of sale and deeds are prayed to be taken as part hereof.

Two: The properties mentioned in said certificates of sale are described as follows:

1. Lots 258, 259, and 260, Round-Bay-on-the-Severn, Third Election District, Anne Arundel County, Maryland.

2. Lot 14, Section 2, Bay Ridge, Second Election District, Anne Arundel County, Maryland.

The said properties are identically the same as described in the Collector's Certificates to Roscoe C. Rowe and Regina C. Rowe, dated the day of January, 1949. The property listed as No. 1 and located at Round-Bay-on-the-Severn was assessed to Margaret B. Quirk. The property listed as No 2, located at Bay Ridge was assessed to Clifford Wheeler. No. 1 and 2 now assessed to your Orators.

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

Four: The Plaintiff prays for process directed to the following defendants: Margaret B. Quirk, 1712 Ellamond St., Baltimore, Md., and Clifford Wheeler, 137 12th St, N. W. , Washington, D. C.

Five: The Plaintiff prays for an order of Publication directed to all parties in interest in the properties.

Six: Attached hereto as Exhibits "A" and "B" are the aforementioned Certificates of Sale. Attached as Exhibits "C" and "D" are the deeds from Jospeh H. Pepper to your complainants.

Seven: To redeem the properties, it is necessary for the defendants to pay all taxes, interest, and penalties accrued as the result of said sale and any reimbursement due the Plaintiff under Section 90-J and 90-K of Article 81 of the Annotated Code of Maryland:

Eight: The plaintiff prays the Court to pass a final

decree foreclosing all rights of redemption of the defendants in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Roscoe C. Rowe
Plaintiff

Samuel Scheuler
Solicitor for Plaintiff

STATE OF MARYLAND )
) SS
COUNTY OF ANNE ARUNDEL )

I HEREBY CERTIFY that on this 31st day of January, 1949 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Roscoe C. Rowe, one of the Plaintiffs herein, and made oath in due form of law that the matters and things set forthin the aforegoing Bill of Complaint are true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Alice L. Wood
Notary Public

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

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LIBER 90 PAGE 278

1226

# CERTIFICATE OF TAX SALE

I, Joseph H Gaucom Jr, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 1937 I sold to Joseph Pepper Trus Roscoe Rowe + wife at public auction for the sum of 24 Dollars and 50 Cents, of which 24.50 Dollars has been paid as a deposit on the property in 3rd District described as Lot 258-259-260 Round Bay on Severn.

and assessed to Margaret B Quirk

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

Witness my hand and seal, this 12th day of January 19 49

Joseph H Gaucom Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12th day of ~~October~~ January 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Gaucom Jr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

William B Lee
Notary Public.

My Commission Expires May 1949

"A"

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LIBER 90 · PAGE 279

1225

# CERTIFICATE OF TAX SALE

I, Joseph H Gracom, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 1937, I sold to Joseph Bryan Roscowe Rowe & wife at public auction for the sum of 25 Dollars and 10 Cents, of which 25.10 Dollars has been paid as a deposit on the property in 2nd Dist described as Lot 14 Sec 2 Bay Shore

and assessed to Clifford Wheeler

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 1st, 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 12th day of January 19 49

Joseph H Gracom Jr
WBC
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 12th day of January, 1949, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared Joseph H Gracom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Notary Public.

My Commission Expires May 1949

"B"

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322

LIBER 90 PAGE 280

ROSCOE C. ROWE
REGINA C. ROWE, his wife
Annapolis, Md.

VS.

MARGARET B. QUIRK
1712 Ellamond St.,
Baltimore, Md.
and all persons having or claiming to have any interest in the property known as Lots 258, 259 and 260, Round-Bay-on-the-Severn, Third Election District, Anne Arundel County, Maryland

VS.

CLIFFORD WHEELER
137 12th St., N.W.
Washington, D. C.
and all persons having or claiming to have any interest in the property known as Lot 14, Section 2, Bay Ridge, Second Election District, Anne ArundelCounty, Maryland.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 9630

**********

ORDER OF PUBLICATION

The object of this suit is to foreclose all rights of redemption in the following property situate in the second and Third Election Districts of Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and State of Maryland to the plaintiff in these proceedings:

1. Lots 258, 259 and 260, Round-Bay-on-the-Severn, Third Election District, Anne Arundel County, Maryland and formerly assessed to Margaret B. Quirk.

2. Lot 14, Section 2, Bay Ridge, Second Election District, Anne Arundel County, Maryland, assessed to Clifford Wheeler. formerly

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

It is thereupon this 4th day of ~~January~~ February 1949, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successively, warning all persons interested

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in said property to be and appear in this court by the 15th
day of April 1949
and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title clear and free from all encumbrances.

John H. Hopkins, 3rd. Clerk.

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## LEGAL NOTICES

SAMUEL SCHENKER, Solicitor
Annapolis, Maryland
ORDER OF PUBLICATION
ROSCOE C. ROWE
REGINA C. ROWE, his wife
Annapolis, Md.
vs.
MARGARET B. QUIRK, 1712 Ellamond St., Baltimore, Md., and all persons having or claiming to have any interest in the property known as Lots 258, 259 and 260, Round-Bay-on-the-Severn, Third Election District, Anne Arundel County, Maryland.
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
vs.
CLIFFORD WHEELER, 137 12th St., N. W., Washington, D. C., and all persons having or claiming to have any interest in the property known as Lot 14, Section 2, Bay Ridge, Second Election District, Anne Arundel County, Maryland.
Equity No. 9630

The object of this suit is to foreclose all rights of redemption in the following property situate in the Second and Third Election Districts of Anne Arundel County, sold by the Collector of Taxes for the County of Anne Arundel and State of Maryland to the plaintiff in these proceedings:

1. Lots 258, 259 and 260, Round-Bay-on-the-Severn, Third Election District, Anne Arundel County, Maryland and formerly assessed to Margaret B. Quirk.
2. Lot 14, Section 2, Bay Ridge, Second Election District, Anne Arundel County, Maryland, formerly assessed to Clifford Wheeler.

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

It is thereupon this 4th day of February, 1949, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four, (4) successively, warning all persons interested inasaid property to be and appear in this court by the 15th day of April, 1949, and redeem the property and answer the bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiff a title clear and free from all encumbrances.

JOHN H. HOPKINS, 3RD,
Clerk.

True Copy, Test:
JOHN H. HOPKINS, 3rd, Clerk. 3-8

OFFICE OF

# THE SOUTHERN MARYLAND TIMES

Annapolis, Maryland

THIS IS TO CERTIFY

That the annexed advertisement of

Order of Publication

was inserted in THE SOUTHERN MARYLAND TIMES, a weekly newspaper printed and published in Anne Arundel County, Maryland, once a week for (4) four successive weeks before the 15th day of April, 1949.

that is to say, the same was inserted in the issues of Feb. 10, 17, 24 and March 3, 1949.

THE

THE SOUTHERN MARYLAND TIMES

Business Manager

Filed May 5" 1949.

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Rowe Rowe, et al

vs.

Margaret B. Quirk, et al

No. 9630 ~~DIVORCES~~ -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

The Defendants Margaret B. Quirk and Clifford Wheeler 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 7th day of May, 1949, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

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

Benjamin Michaelson
Judge

Filed May 7" 1949.

| | | |
|---|---|---|
| ROSCOE C. ROWE,<br>REGINA C. ROWE, his wife<br>Annapolis, Md. | * | IN |
| | * | THE |
| vs. | * | CIRCUIT |
| MARGARET B: QUIRK<br>1712 Ellamond St.,<br>Baltimore, Md.<br>and all persons having or claiming to have any interest in the property known as Lots 258, 259 and 260, Round-Bay-on-the-Severn, Third Election District, Anne Arundel County, Maryland. | * | COURT |
| | * | FOR |
| | * | ANNE ARUNDEL |
| | * | COUNTY |
| vs. | * | |
| CLIFFORD WHELLER<br>137 12th St., N.W.<br>Washington, D. C.<br>and all persons having or claiming to have any interest in the property known as Lot 14, Section 2, Bay Ridge, Second Election District, Anne Arundel County, Maryland. | * | Equity No. 9630 |
| | * | |

**********

FINAL DECREE

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

IT IS THEREUPON this 10th day of June, 1949, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

(1) That all rights of redemption of the Respondents, or of anyone claiming by, through or under him in and to the property described in this proceeding the same having been sold by the Treasurer of Anne Arundel County to Roscoe C. Rowe and Regina C. Rowe, his wife, on the 11th day of October, 1937, for non-payment of taxes, be and the same are hereby barred and foreclosed;

(2) That an absolute and indefeasible title in fee

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simple to said properties, free and clear of all alienations and descents occurring prior to this decree as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessment to which the same is subject ) are hereby vested in the Complainants.

(3) That upon payment by them of the balance, if any, due on the purchase price, together with all taxes, interest and penalties accruing subsequent to the date of sale by the Treasurer of Anne Arundel County; and the Treasurer of Anne Arundel County shall execute a deed conveying said property to the Complainants.

(4) That the Complainants shall pay the costs of this proceeding.

Benjamin Michaelson
Judge

//

LIBER 90 PAGE 286

IN THE MATTER OF THE

MORTGAGED REAL ESTATE OF

LILLIE L. STELFOX AND HUSBAND.

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

IN EQUITY.

NO. 5444

- - - - - - - - - -

Frank S. Revell, Esq., Clerk:

Please docket this suit and file the original mortgage herein, to Lillian P. Winslow, dated 17th day of March, 1926, and recorded W. M. B. 23, folio 260.

Jno S Strahorn
Solicitor

LIBER 90 PAGE 287

No 5444 Equity

In the Matter of
the Sale of the
Mortgaged Real
Estate of
Lillie L. Stallsmith

Order to Docket

Mr Clerk
Please file
Jno. S. Strahorn
Solicitor

Filed April 18th 1928.

JOHN S. STRAHORN
LAWYER
ANNAPOLIS, MARYLAND

ART PRESS, SOUTH STREET, ANNAPOLIS, MD.

FEE SIMPLE MORTGAGE—County. ommercial Prtg. & Stn. Co. Form 16

**This Mortgage,** made this 17th day of March,

in the year one thousand nine hundred and twenty-six (1926) by and between Lillie L. Stelfox (formerly Lillie L. Grossnickle) and Reginald Stelfox, her husband,

of the City of Baltimore, in the State of Maryland, of the first part, and

Lillian P. Winslow of Annapolis, Maryland, party

of the second part:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Three Hundred and Fifty Dollars ($350.00), this day borrowed by the parties of the first part from the party of the second part, as shown by their promissory note of even date herewith for said sum of money, payable to the said Lillian P. Winslow, five (5) years after date, and,

WHEREAS, in order to secure the payment of the said sum of money, as well as the semi-annual interest to accrue thereon, the parties of the first part have passed to the party of the second part their said joint promissory note as well as their ten (10) other joint promissory notes payable in six (6), twelve (12), eighteen (18), twenty-four (24), thirty (30), thirty-six (36), forty-two (42), forty-eight (48), fifty-four (54) and sixty (60) months after date, and have further agreed to execute these presents.

Now, therefore, this mortgage witnesseth, that in consideration of the premises, and the sum of one dollar ($1.00), the parties of the first part have bargained and sold, and by these presents do grant and convey unto the said Lillian P. Winslow, party of the second part, all those four (4) lots or parcels of land situate in the Third Election District of Anne Arundel County aforesaid, and particularly described as follows; Being lots Nos. forty-five (45), forty-six (46), forty-seven (47), and forty-eight (48) in Section "B" of Glen Burnie Heights, Glen Burnie, Anne Arundel County, Maryland, with a frontage on Wilson Boulevard of eighty (80) feet with a depth of one hundred and twenty feet (120), and with an additional depth of six (6) feet for automobile driveway, as

mentioned in a deed for said property from the Workman's Co-operative Realty Company, Incorporated, to the said Lillie L. Grossnickle dated the 17th day of January, 1923, and duly recorded among the Land Records of said County in Liber W. N. W. No. 70, Folio 466, said four lots of land being shown on a plat of the whole property recorded among the said Land Records in Plat Book G. W., Section 3, Folio 185. To which said deed and Plat reference is hereby made for more complete and accurate description of the property hereby intended to be conveyed.

**Together** with the buildings and improvements thereupon, and all the rights and appurtenances thereto belonging.

**To have and to hold** the said lot or parcel of ground, with the improvements and appurtenances aforesaid, unto and to the proper use of the said Lillian P. Winslow her heirs and assigns forever in fee simple.

**Provided**, that if the said parties of the first part, their or either heirs or assigns, shall well and truly pay or cause to be paid the aforesaid principal sum of Three Hundred and Fifty dollars and all the installments of interest thereon when and as each shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on their part to be performed, then this Mortgage shall be void.

**And** it is agreed that until default be made in the premises, the said parties of the first part their heirs or assigns shall possess the aforesaid property upon paying, in the meantime, all taxes, assessments, public dues and charges levied or assessed or to be levied or assessed, on said property, which taxes, public dues, charges, assessments and the principal hereof and the interest thereon, the said parties of the first part for themselves, their heirs and assigns, hereby covenant to pay when legally demandable. But if default be made in the payment of the aforesaid mortgage debt, either principal or interest, in whole or in part, at the time or times limited and mentioned for the payment of the same, as aforesaid, or in case of any default being made in any covenant or condition of this Mortgage, then the whole mortgage debt shall be deemed to be due and payable, and it shall be lawful for the said Lillian P. Winslow, her heirs, or assigns, or by Jno. S. Strahorn, her 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 and assigns; and said sale shall be made in the manner following, 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 the said Mortgagee, her heirs or assigns may be deemed expedient; and in the event of a sale of said property under the powers hereby granted, the proceeds of said sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty dollars, and including a commission to the party making sale of said property, equal to the commissions usually allowed trustees for making sale of similar property by virtue of a decree of a court having equity jurisdiction in the State of Maryland; second, to the payment of all claims of the said Mortgagee~~s~~ her heirs and assigns under this mortgage, whether or not the same shall have matured; and the surplus, if any there be, shall be paid to the said Mortgagor~~s~~ their heirs or assigns or to whoever may be entitled to the same.

And the said mortgagor~~s~~ for themselves, their 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 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 orders or decrees of the Circuit Court of Anne Arundel County in Equity, which said expenses, costs and commission the said parties of the first part for themselves, their heirs or assigns hereby covenant to pay; and the said party of the second part, her heirs or assigns or Jno. S. Stahan, her 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.

And the said part of the first part for heirs and assigns, further covenant to insure, and pending the existence of this mortgage, to keep insured, in an insurance company satisfactory to the mortgagee, the improvements on the hereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as in case of fire, to inure to the benefit of the said part of the second part to the extent of lien or claim hereunder, and to deliver the said policy to the Mortgagee,

As Witness our hand~~s~~ and seal~~s~~

TEST: Test:

F. A. Roesch

Reginald Stelfox (SEAL)

Lillie L. Stelfox (SEAL)

(SEAL)

(SEAL)

State of Maryland, Baltimore City, to wit:

I HEREBY CERTIFY that on this 17th day of March in the year one thousand nine hundred and twenty six before me, the subscriber, a Notary Public of the State of Maryland, in and for the said City of Baltimore personally appeared Lellie L. Stelfox and Reginald Stelfox her husband

the Mortgagor s named in the foregoing mortgage, and each acknowledged said Mortgage to be their act. ~~At the same time also appeared~~ the aforesaid mortgagee and ~~made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth.~~

Witness my hand and Notarial Seal

Ernest Resch
Notary Public

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY, Sct:-

I hereby certify that on this 19th day of March, 1926, before me the subscriber, a Notary Public, of the State of Maryland in and for said County, personally appeared John S. Strahorn, agent of the within named mortgagee, Lillian P. Winslow, and made oath in due form of law that the consideration set out in the within mortgage is true as therein stated; and further made oath that he is the agent of the said Lillian P. Winslow, and as such authorized to make this affidavit.

WITNESS my hand and Notarial Seal.

Margaret A. B. Strahorn
Notary Public.

No. 5444 equity

MORTGAGE

FROM

Lellie L. Stelfox and Reginald Stelfox

TO

Lillian P. Winslow

Received for Record 19 March, 1926 at 10-30 o'clock A. M. Same day recorded in Liber J.M.B. No. 23 Folio 260 &c., one of the Mortgage Records of Anne Arundel County, examined per

MARTIN BRADY, Clerk.

Cost of Record, $ 4.00 Paid

Filed April 18, 1928

Form No. 4. J. B. 4-7-14. 1000
MORTGAGEE OR ATTORNEYS' BOND

LIBER 90 PAGE 292

No. .....

# Know all Men by these Presents:

THAT WE JOHN S. STRAHORN

of ANNAPOLIS, MARYLAND

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE HUNDRED AND 00/100 - - - - - - - - - - - - - - - - - - - - - - - - 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 20th day of April in the year of our Lord nineteen hundred and twenty eight

WHEREAS, the above bounden John S. Strahorn by virtue of a power contained in a mortgage from Lillie L. Stelfox and Reginald Stelfox

to Lillian P. Winslow

dated 17th day of March 1926 and recorded in Liber W.M.B. No. 23 folio 260 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 John S. Strahorn 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:

Raymond C. Lewinskind

[SEAL]

Jno S Strahorn [SEAL]

MARYLAND CASUALTY COMPANY

Per Chas T. Lee & Co. Chas T. Lee

~~President~~ agts.

ATTEST: Countersigned Winson G. Gott attorney in fact ~~Secretary~~

No. 5444 Equity 3

LIBER 90 PAGE 293

Lillian P. Winslow

vs.

Lillie L. Stelfox and Husband

166

# Mortgagee or Attorneys' Bond

BOND APPROVED + filed this 26" day of April 1928.

Frank S Rivell Clerk

Mr Clerk
Please fill and approve this bond
Geo. S. Strahorn
Solicitor

Filed April 26th, 1928.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF LILLIE L. STELFOX AND HUSBAND,

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY. NO. 5444.

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

To the Honorable, the Judges of said Court:

The report of John S. Strahorn, Attorney named in the mortgage, in the above entitled case, respectfully shows:

1. That after giving bond, with security, for the faithful discharge of his trust, and after having complied with all the other requirements of the law, and after giving notice of the time, place, manner and terms of sale, by advertisement in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, Maryland, for more than twenty days before the day of sale; he, the said John S. Strahorn, Attorney, did, pursuant to said advertisement, attend at the Court House door, in the City of Annapolis, on Tuesday, the 15th day of May, 1928, at 11.00 o'clock A. M., and offer the property mentioned in said mortgage at public auction, and then and there sold the said property to Lillian P. Winslow, at and for the sum of $250.00, she being then and there the highest bidder therefor; the said property so sold being all those four unimproved lots of land, Nos. 45-46-47 and 48, in Section B. of Glen Burnie Heights, Glen Burnie, Maryland, as mentioned in the advertisement of sale therefor, a copy of which advertisement is hereto attached and made a part hereof, and the said John S. Strahorn, Attorney, further reports that the said purchaser has agreed to comply with the terms of sale as advertised in said newspaper.

LIBER 90 PAGE 295

Respectfully submitted.

John S. Strahorn
Attorney named in mortgage.

State of Maryland,
Anne Arundel County, Sct.

I hereby certify that on this 24 day of May, 1928, before me the subscriber, Deputy Clerk of the Circuit Court for Anne Arundel County, personally appeared John S. Strahorn, attorney named in the above report of sale, and made oath in due form of law, that the matters and things stated in said report of sale are true to the best of his knowledge, information and belief; and that the sale therein reported was fairly made.

S. Trail Faulb
Deputy Clerk

WILLIAM H. MOSS. Auctioneer.

**MORTGAGEE'S SALE**
OF
**REAL ESTATE**

**At Glen Burnie, in the Third Election District of Anne Arundel County, Maryland.**

Under and by virtue of the power of sale contained in a mortgage from Lillie L. Stelfox (formerly Lillie L. Grossnickle) and Reginald Stelfox, her husband, to Lillian P. Winslow, dated the 17th day of March, 1920, and recorded among the Land Records of Anne Arundel County, in Liber W. M. H. 23, folio 200, &c., said mortgage now being in default, the undersigned, John S. Strahorn, Attorney named therein to make sale, will sell at public sale at the Court House door, in the City of Annapolis, Maryland, on

**Tuesday, May 15, 1928**
AT 11 O'CLOCK, A. M.,

all those four unimproved lots or parcels of land, being lots Nos. 45-46-47 and 48, in Section B, of Glen Burnie Heights, in Glen Burnie, Anne Arundel County, Maryland, with a combined frontage on Wilson Boulevard of 80 feet, and with a uniform depth of 120 feet, plus an additional depth of 6 feet for a driveway at the rear thereof. These lots are within a few minutes walk of Glen Burnie Station, and in the most desirable section of the village.

TERMS OF SALE: Cash on ratification of sale. A deposit of $100.00 on account of the purchase price will be required on day of sale. Deferred payment, to bear interest from day of sale; and to be secured to the satisfaction of the undersigned attorney. Taxes and all other charges to be adjusted to day of sale.

JOHN S. STRAHORN, Attorney.
Annapolis, Maryland.

m10

LIBER 90 PAGE 296

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
VERSUS
LILLIE L. STELFOX AND HUSBAND.

IN THE

# CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 5444 Equity

Ordered, this 25th day of May, 1928, That the sale of the property mentioned in these proceedings made and reported by John S. Strahorn, Attorney Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th 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 26th day of June next.

The report states the amount of sales to be $ 250.00

Frank S. Revell, Clerk.

TRUE COPY,

TEST: Clerk.

(Final Order.)

In the Matter of the
VERSUS
Mortgaged Real Estate of
Lillie L. Stelfox and Husband

IN THE

# CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No 5444 Equity Term, 192

ORDERED BY THE COURT, This 28th day of June, 1928 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.

Robert Moss, Aud.

4

No. 5444 Equity

In the Matter of the Sale of the Mortgaged Real Estate of Lillie L. Stelfoe & husband

Report of Sales

Mr. Clerk
Please file and issue Order Nisi hereon and send same to the Maryland Gazette
J. M. S. Strahorn
Solicitor

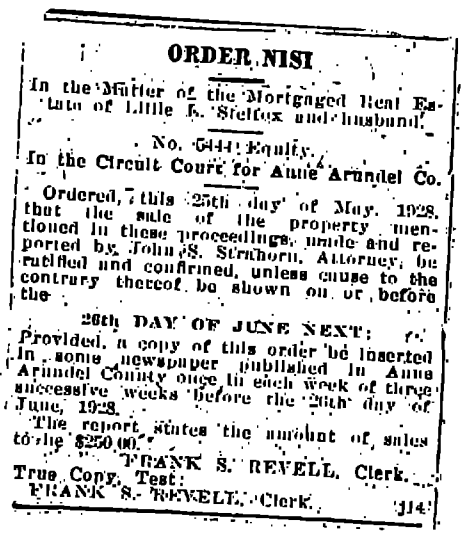
Filed May 25" 1928
Order Nisi May 25" 1928.

JOHN S. STRAHORN
LAWYER
ANNAPOLIS, MARYLAND

Tenal Order of Ratification June 28/28

ART PRESS, SOUTH STREET, ANNAPOLIS, MD.

LIBER 90 PAGE 298



**ORDER NISI**

In the Matter of the Mortgaged Real Estate of Lillie L. Stelfox and husband.

No. 5444 Equity.

In the Circuit Court for Anne Arundel Co.

Ordered, this 25th day of May, 1928, that the sale of the property mentioned in these proceedings, made and reported by John S. Strahorn, Attorney, be ratified and confirmed, unless cause to the contrary thereof be shown on or before the

26th DAY OF JUNE NEXT;

Provided, a copy of this order be inserted in some newspaper published in Anne Arundel County once in each week of three successive weeks before the 26th day of June, 1928.

The report states the amount of sales to be $250.00.

FRANK S. REVELL, Clerk.

True Copy, Test:
FRANK S. REVELL, Clerk.

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OFFICE OF

# The Maryland Gazette

PUBLISHED SINCE 1727

Published by

THE CAPITAL PUBLISHING CO.

## CERTIFICATE OF PUBLICATION

Annapolis, Md., June 25, 1928

We hereby certify, that the annexed Order Nisi - Sale - Stelfox #5444 Equity

was published in

**The Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for three successive weeks before the 26th day of June, 1928. The first insertion being made the 31st day of May, 1928.

THE CAPITAL PUBLISHING COMPANY.

No. MG 2244

By H. L. Hauge

LIBER 90 PAGE 299 No. 5444 Equity

R. Stephen
Fritz Dale

PUBLISHER'S CERTIFICATE

On Order Nisi on Sale

Mr Clerk
Please file
Jas T Strahan
Solicitor

Filed June 25th 1928

The Maryland Gazette

In the Case of the Mortgaged Real Estate of Lillie L. Stelfox and husband

vs.

by John L. Strahorn, Attorney

IN THE

# Circuit Court

FOR

Anne Arundel County.

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that he has examined the proceedings in the above entitled cause, and from them he has stated the within account. There was no stated claim as to the ~~amount~~ due by the mortgagor, but the mortgage itself was for $350.00 and the interest that had accrued from the day of execution amounted to $24.50, and the charge against the mortgagor is therefore based upon the statement that no interest after March 17, 1926 had been paid and, as the mortgage spoke for itself, the account is accordingly rendered.

All of which is respectfully submitted.

James W. Owens

Auditor.

Dr. The Mortgaged Real Estate of Lillie L. Stelfox & husband in ac.

| 1925 | | | | | | | |
|---|---|---|---|---|---|---|---|
| May 15 | To atty for his commissions | 17 | 50 | | | | |
| " | " fee provided in mortgage | 50 | | | | 67 | 50 |
| | To Atty for Ct. & Court, Viz:— | | | | | | |
| " | " Solicitor | 10 | | | | | |
| " | " Clerk of Court | 10 | 80 | | | | |
| " | " Premium on bond | 10 | | | | | |
| " | " Auditor | 4 | 50 | | | 35 | 30 |
| | To Atty for his Expenses, Viz:— | | | | | | |
| " | " Advertising sale 1st & 2 orders nisi | 27 | | | | | |
| " | " Auctioneer | 5 | | | | 32 | |
| | To State & County Taxes, Viz:— | | | | | | |
| " | " Taxes for 1926 | 10 | 90 | | | | |
| " | " " 1927 | 12 | 84 | | | 23 | 74 |
| " | " To Allan P. Kindow, mortgagee, this amt in part payment of mortgage claim | | | | | 91 | 46 |
| | | | | | | 250 | 00 |
| | Memorandum of Mortgage Claim | | | | | | |
| | Amt of claim | 374 | 50 | | | | |
| | " allowed supra | 91 | 46 | | | | |
| | Bal subject to decree in personam | 283 | 04 | | | | |

with John S. Strahorn, Attorney Cr.

| | | | |
|---|---|---|---|
| 1926 | | | |
| May | 15 | By proceeds of sale of real estate | 250 00 |
| | | | 250 00 |

No. 5444 EQUITY.

19 No. Docket.

IN THE

CIRCUIT COURT

FOR

Anne Arundel County

Chas. Mortgage Trust
Estate of Lillie L.
Stafford Rep. husband

Vs.

by
John S. Strahorn,
Attorney

Auditor's Report and Account

Order nisi July 10th 1928

Final order Aug 13th 1928

Filed July 10th 1928

**ORDER NISI.**

VERSUS

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 5444 Equity.

ORDERED, This 10th day of July 1928, 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 11th 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 11th day of August next.

Frank S. Revell, Clerk.

In the Circuit Court for Anne Arundel County.

ORDERED BY THE COURT, this 13th day of August 1928, 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.

Robert Moss, A.J.

LIBER 90 PAGE 304

OFFICE OF

# Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

## CERTIFICATE OF PUBLICATION

Annapolis, Md., July 31, 1928

We hereby certify, that the annexed Order N.S. — Aud. Acct. - Stelfox — Equity #5444

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 11th day of August, 1928. The first insertion being made the 12th day of July, 1928.

THE CAPITAL-GAZETTE PRESS, INC.

By A. W. Lloyd

No. MG 2329

Filed Aug 13, 1928

**ORDER NISI**

In the Matter of the Sale of the Mortgaged Real Estate of Lillie L. Stelfox and Reginald Stelfox, Her Husband.

No. 5444 Equity.
In the Circuit Court for Anne Arundel Co.

Ordered, this 10th day of July, 1928, 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 **11th 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 11th day of August, next.

FRANK S. REVELL, Clerk.

True Copy, Test:
FRANK S. REVELL, Clerk. Jy26

LIBER 90 PAGE 305

| | | |
|---|---|---|
| EDMUND D. CAMPBELL,<br>Receiver for The Stone-Tex<br>Corporation,<br>Southern Building<br>Washington 5, D.C.<br>Complainant | * | IN THE<br><br>CIRCUIT COURT |
| vs. | * | FOR |
| ORPHIA WHITEFORD<br>128 North Calhoun Street<br>Baltimore 23, Maryland | * | ANNE ARUNDEL COUNTY |
| and | * | |
| ROLAND R. VANE<br>128 North Calhoun Street<br>Baltimore 23, Maryland<br>Respondents | * | No. 11,085 - Equity |

* * * * *

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your orator, complaining, says:

1. That, on or about the 8th day of April, 1918, James K. Polk, Trustee, conveyed a parcel of land, described as containing 72 acres, more or less, situate in the Fourth Election District of Anne Arundel County, Maryland, to The Stone-Tex Corporation, a body corporate of the State of Virginia, by a deed which was recorded among the land records of said County in Liber G.W. No. 139, folio 280, a certified copy of which deed is attached hereto, marked Complainant's Exhibit "A", and prayed to be taken as a part hereof.

2. That, on or about the 4th day of February, 1919, James K. Polk, Trustee, executed a confirmatory deed of said property to The Stone-Tex Corporation aforesaid which was recorded among the land records of Anne Arundel County in Liber W.N.W. No. 11, folio 104, a certified copy of which deed is attached hereto, marked Complainant's Exhibit "B", and prayed to be taken as a part hereof.

Filed: 5 August 1954

3. That, on or about the 5th day of February, 1919, The Stone-Tex Corporation aforesaid sold and conveyed 2.229 acres of said parcel of land to The Philadelphia, Baltimore and Washington Railroad Company, a body corporate, by a deed which was recorded among the land records of Anne Arundel County in Liber W.N.W. No. 11, folio 105, a certified copy of which is attached hereto, marked Complainant's Exhibit "C", and prayed to be taken as a part hereof.

4. That, on or about the 31st day of May, 1930, the Commonwealth of Virginia revoked and annulled the charter of The Stone-Tex Corporation for nonpayment of the annual registration fee and franchise tax assessed against it for the two (2) preceding years.

5. That, after a default had allegedly occurred in the payment of State and County real estate taxes due on the balance of said parcel of land of The Stone-Tex Corporation for the years 1931, 1932, 1933 and 1934, C. Albert Hodges, late County Treasurer of Anne Arundel County, did, on or about the 16th day of October, 1935, sell the same at a public sale to the County Commissioners of Anne Arundel County for the sum of one hundred sixty-six dollars and ninety-two cents ($166.92) in Tax Sale #3087, entitled "In the Matter of the Tax Sale of the Land of Stone Tax Corporation," in which proceeding said land was described as "being 70 acres land between Odenton and Woodwardsville" and "assessed to Stone Tax Corporation."

6. That, on or about the 5th day of April, 1938, C. Albert Hodges, late County Treasurer of Anne Arundel County, purportedly granted and conveyed 70 acres, situate between Odenton and Woodwardville in the Fourth Election District aforesaid, to the County Commissioners of A. A. County by a deed recorded among the land records of said County in Liber F.A.M. No. 180, folio 51, a certified copy of which deed is attached hereto, marked Complainant's Exhibit "D", and prayed to be taken as a part hereof.

7. That, on or about the 6th day of April, 1936, the County Commissioners of Anne Arundel County, a body corporate, purportedly granted and conveyed 67.4 acres of land, more or less, in Anne Arundel County to the respondent Orphia Whiteford by a deed recorded among the land records of the County aforesaid in Liber F.A.M. No. 180, folio 32, a certified copy of which is attached hereto, marked Complainant's Exhibit "E", and prayed to be taken as a part hereof.

8. That your orator understands it is rumored that the respondent Roland R. Vane claims title to the property described in Complainant's Exhibit "E" under and by virtue of an allegedly extant but unrecorded conveyance thereof from the respondent Orphia Whiteford, but your orator has no personal knowledge of any such unrecorded deed.

9. That your orator verily believes and, therefore, avers that Tax Sale #3087 aforesaid and all the proceedings and conveyances of the said property thereunder are invalid, null and void, because:

(a) the advertisement of sale did not contain a correct designation of the "body corporate assessed with property upon which taxes are due and in arrears," as provided by the Acts of Assembly;

(b) the advertisement of sale did not contain "a brief description of the property sufficient to identify it," as required by the Acts of Assembly; and

(c) the treasurer did not file a report of sale to the Circuit Court for Anne Arundel County in said tax sale proceedings within thirty (30) days of said sale, as prescribed by the Acts of Assembly, but, on

the contrary, he filed a report of said sale almost two (2) years after the date of sale; to wit, on the 8th day of October, 1937.

10. That said tax sale proceedings, the aforementioned conveyances to the County Commissioners of Anne Arundel County and to the respondent Orphia Whiteford, and the claim of ownership reputedly asserted by the respondent Roland R. Vane constitute a cloud on the title of The Stone-Tex Corporation or your orator, who has already offered to pay the amount of back real estate taxes necessary to restore the name of The Stone-Tex Corporation as the owner of said property on the assessment records of Anne Arundel County, and who is still ready, willing and able to pay any sum or sums which this Honorable Court may determine to be justly due and owing by the Corporation aforesaid either on account of any unpaid real estate taxes on said property or otherwise.

11. That neither of the respondents is now or ever has been in actual physical occupation of the land described in Complainant's Exhibit "E", but, on the contrary, your orator has been for some time, and is now, in actual, exclusive physical possession of said property and has posted it with "NO TRESPASSING" signs, has enclosed it with a fence, and has been for some period of time, and still is, clearing said land and cutting timber and underbrush thereon.

12. That, on or about the 30th day of March, 1954, the Circuit Court of the City of Alexandria, State of Virginia, passed an order appointing your orator as the receiver for The Stone-Tex Corporation in a proceeding therein pending, entitled "In re Dissolution of The Stone-Tex Corporation" and docketed as Chancery No. 3231.

13. That, on or about the 3rd day of August, 1954, in a proceeding entitled "Ex Parte In the Matter of the Petition of



4

Edmund D. Campbell, Receiver for The Stone-Tex Corporation" and docketed as No. 11,078 Equity, this Honorable Court passed an order authorizing your orator to institute this action or suit.

TO THE END, THEREFORE:

(1) That said tax sale proceedings, entitled "In the Matter of the Tax Sale of the Land of Stone Tax Corporation" and docketed as Tax Sale #3087, may be set aside by the decree of this Honorable Court.

(2) That said purported deed from C. Albert Hodges, late County Treasurer of Anne Arundel County, to the County Commissioners of A. A. County (Complainant's Exhibit "D") and said purported deed from the County Commissioners of Anne Arundel County, a body corporate, to the respondent Orphia Whiteford (Complainant's Exhibit "E") may be declared null and void by the decree of this Honorable Court.

(3) That The Stone-Tex Corporation, or your orator, may be declared by the decree of this Honorable Court to hold and enjoy said property (Complainant's Exhibit "B", less the parcel of land described in Complainant's Exhibit "C") unaffected by said tax sale proceedings and aforesaid conveyances thereunder to the County Commissioners of Anne Arundel County and to the respondents.

(4) That your orator may have such other and further relief as his case may require.

AND as in duty bound, etc.

McWilliams, Evans & Melvin

McWilliams, Evans & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitors for Complainant



5

(Int. Rev. $67.00 Stamp) THIS DEED,made this 8th day of April in the year One thousand nine hundred and Eighteen by James K. Polk, Trustee.

WITNESSETH-that in consideration of Ten dollars and other good considerations the said James K. Polk Trustee does grant and convey unto The Stone-Tex Corporation,a corporation under the laws of the State of Virginia its heirs and assigns in fee simple, all that tract of land in the Fourth Election District of Anne Arundel County situate lying and being in the State of Maryland and described as follows, that is to say--

BEGINNING FOR THE SAME at a stone on the west side of the County Road leading from Odenton to Woodwardville, said stone being the beginning of the whole tract, and running from thence North forty two degrees West nine hundred and four feet to the Right of way of the Philadelphia, Washington and Baltimore railroad, thence running with said right of way north thirty nine degrees east two hundred and forty five feet, thence North forty seven degrees East four hundred and ninety and five tenths feet, thence North fifty three degrees fifteen minutes East twenty one hundred feet,thence leaving said right of way and running across the tract south thirty seven degrees thirty minutes East eight hundred and thirty two feet to a stake on the west side of the above mentioned County Road, thence on said road south forty two degrees fifteen minutes west five hundred and twenty six feet, thence south thirty nine degrees West six hundred and twenty five feet, thence South twenty nine degrees forty five minutes west four hundred and nineteen feet, thence south seven degrees thirty minutes West two hundred and thirty nine feet to intersect the outlines of the whole tract, thence following said outlines and with road south eighty eight degrees thirty minutes west two hundred and fifteen feet, thence due west three hundred and forty six and five tenths feet, thence south sixty seven degrees thirty minutes west six hundred and sixty feet to the place of beginning. Containing

COMPLAINANT'S EXHIBIT "A"

Filed: 5 August 1954

seventy two (72) acres of land,more or less.

BEING the identical lot of land which was conveyed to the said James K. Polk, Trustee by The Stonecrete Company a corporation under the laws of the State of New Jersey, by deed recorded among the Land Records of Anne Arundel County, in the State of Maryland.

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

TO HAVE AND TO HOLD the said tract of land and premises; above described and mentioned and hereby intended to be conveyed; together with the rights, privileges, appurteances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said The Stone Tex Corporation its heirs and assigns in fee simple.

AND the said James K. Polk, Trustee does hereby covenant thet he will warrant specially the property hereby granted, and conveyed and that he will execute such further assurances of said land as may be requisite,

WITNESS THE HAND AND SEAL OF SAID GRANTOR.

Test Test J.P. Cullen Witness James K. Polk (seal)
Trustee

Districy of Columbia, City of Washington to wit-

I hereby certify, that on this 8th day of April in the year One thousand nine hundred and Eighteen, before me the subscriber a Notary Public in and for the District aforesaid, aforesaid personally appeared James, K. Polk, Trustee and he acknowledged the foregoing Deed to be his act.

(Notary Seal) Jos P. Cullen
Notary Public D. C.

my commission expires Jan- 4-1919

Recorded .10 June 1918-

7

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.,

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber G. W. No. 139, folio 280, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 30th day of July A.D. 1954.

John H Hopkins 3rd.

John H. Hopkins 3rd., Clerk.

This Deed, Made this Fourth day of February, in the year one thousand nine hundred and nineteen (1919) by James K. Polk, Trustee, party of the first part, and The Stone-Tex Corporation, a corporation organized and existing under and pursuant to the laws of the State of Virginia, party of the second part:

Whereas the party of the first part hereto by deed dated April Eighth, 1918, of record among the Land Records of Anne Arundel County, Maryland, in Liber G. W. Number 139, folio 280, conveyed the premises therein described to the party of the second part herein;

And Whereas there are certain technical defects in the said deed which the party of the first part therein and herein, at the request of the party of the second part therein and herein, desires to correct by confirming the title to said land as conveyed by the said deed, wherefore this deed is executed;

Now This Deed Witnesseth: That in consideration of the sum of Ten Dollars ($10.00) and other good considerations, the said party of the first part, does grant, convey and confirm unto the party of the second part, its successors and assigns, in fee simple, all that certain Tract of land situate, lying and being in the Fourth Election District, Anne Arundel County, Maryland, and described as follows, that is to say:

Beginning for the same at a stone on the West side of the County Road leading from Odenton to Woodwardville, said stone being the beginning of the whole tract and running from thence North forty-two degrees West nine hundred and four feet to the right of way of the Philadelphia Baltimore and Washington Railroad; thence running with said right of way North thirty-nine degrees East two hundred and forty-five feet; thence North forty-seven degrees East four hundred and ninety feet and five-tenths of a foot; thence North fifty-three degrees fifteen minutes East two thousand one hundred feet; thence leaving said right of way and running across

COMPLAINANT'S EXHIBIT "B"

Filed: 5 August 1954

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the tract South thirty-seven degrees thirty minutes East eight hundred and thirty-two feet to a stake on the West side of the above mentioned County Road; thence on said Road South forty-two degrees fifteen minutes West five hundred and twenty-six feet; thence South thirty-nine degrees West Six hundred and twenty-five feet; thence South twenty-nine degrees forty-five minutes West four hundred and nineteen feet; thence South seven degrees thirty minutes West two hundred and thirty nine feet to intersect the outlines of the whole tract; thence following said outlines and with said road south eighty-eight degrees thirty minutes West two hundred and fifteen feet; thence due West three hundred and forty-six feet and five-tenth of a foot; thence South sixty-seven degrees thirty minutes West six hundred and sixty feet to the place of beginning. Containing Seventy-Two Acres.

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

To Have And To Hold the said tract of land and premises above described and mentioned, and herby 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 party of the second part, its successors and assigns, in fee simple.

And the said party of the first part, for himself, his heirs, executors and administrators, does hereby covenant that he will warrant speaially the property hereby granted and conveyed; and that he will execute such further assurances of said tract of land as may be requisite.

Witness the hand and seal of said grantor, the day and year first above written.

Test: M. Grace Delany James K. Polk, (Seal)

As Trustee aforesaid.

State of District of Columbia, County of Washington, to wit:-
I Hereby Certify, That on this 4th. day of February, in the year one thousand nine hundred and nineteen, before me, the subscriber, a Notary Public of the District of Columbia, in and for the District of Columbia aforesaid, personally appeared James K. Polk, Trustee as aforesaid, party of the first part to the within deed, and duly acknowledged the foregoing Deed to be his act as such Trustee.

(Notary Seal) M. Grace Delany, Notary Public, D.C.
My Commission Expires November 3, 1921.

Recorded 27th. June, 1919.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 11 Folio 104 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 30th day of July A.D. 1954.

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

//

(.50 Rev. Stamp) LIBER 90 PAGE 316

This Deed, Made this Fifth day of February, in the year one thousand nine hundred and nineteen, (1919) by The Stone-Tex Corporation organized and existing under and pursuant to the laws of the State of Virginia, party of the first part and The Philadelphia, Baltimore and Washington Railroad Company, a consolidated corporation , organized and existing under and pursuant to the laws of the State of Maryland, Delaware and Pennsylvania, party of the second part:

Witnesseth, that in consideration of the sum of Four hundred and forty-five ($ 445.00) dollars, the said party of the first part, does hereby grant and convey unto the party of the second part, its successors and assigns, in fee simple.

All That Certain piece or parcel of land situate and lying in the Fouth District, in the County of Anne Arundel and State of Maryland, and particularly described as follows:

Beginning for the same in the southeasterly line of land of The Philadelphia, Baltimore and Washington Railroad Company at the distance of forty-one feet and ninety-five one hundredths of a foot measured South forty-three degree forty-five minutes East from Survey Station 909 plus 71 in said center line, and in the southwesterly line of land now or formerly of David M. Nesbit; extending thence by land of the said David M. Nesbit South 430/forty-five minutes East fifty-eight feet and nineteen one-hundredths of a foot; thence by other land of the said The Stone -Tex Corporation as follows, viz; (First) Parallel with the said center line and one hundred feet distant southeasterwardly therefrom South forty-nine degrees fifteen minutes West one thousand seven hundred and fifteen feet and twenty-four one-hundredths of a foot; ( Second) North forty degrees forty-five minutes West twenty feet; (Third) Parallel with the said center line and eighty feet distant southeastwardly there from South forty-nine degrees fifteen minutes

COMPLAINANT'S EXHIBIT "C"

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West two hundred and fifty-nine feet and thirty-seven one-hundredths of a foot to a point opposite Survey Station 929 plus 40.37 at the northeasterly extremity of a one degree curve; and (Fourth) South forty-nine degrees fifteen minutes West one hundred and eighty seven feet and thirteen one hundredths of a foot to the southeasterly line of land of the said Railroad Company; thence by said land as follows, viz: (First) North forty degrees twenty-two minutes East two hundred and twenty feet and sixteen one-hundredths of a foot to a point distant forty-six feet measured southeastwardly from Survey Station 929 plus 10 in said center line; (Second) North forty-eight degrees fifteen minutes East two hundred and twenty nine feet and four one-hundredths of a foot; (Third) North fifty-four degrees forty minutes East two hundred and twenty-five feet and eight-tenths of a foot; (Fourth) North forty-four degrees twenty-nine minutes East one hundred and fifty-six feet and fifty-four one-hundredths of a foot; (Fifth) North forty-nine degrees fifteen minutes East seven hundred and forty-two feet; (Sixth) North fifty-one degrees fifty seven minutes East two hundred and twelve feet and twenty four one hundredths of a foot; (Seventh) North forty-seven degrees seven minutes East three hundred and fifty feet and twenty-four one hundredths of a foot; and (Eighth) North forty-two degrees forty-five minutes East twenty-seven feet and thirty-six one-hundredths of a foot to the place of beginning. Containing two acres and two hundred and twenty-nine one-thousandths of an acre.

Being part of the same premises conveyed to the party of the first part by deed from James K. Polk, Trustee, dated April Eighth, 1918; recorded among the Land Records of Anne Arundel County, in Liber G. W. Number 139, folio 280.

Also all the estate, right, title and interest whatsoever of the party of the first part, in and to all land within the lines on any and all streets, avenues, roads, lanes, highways or alleys,

wholly or partly bounding the above described premises, to the extent that the same abut thereon.

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

To have and to hold the above granted property unto the said party of the second part, its successors and assigns forever.

And the said party of the first part, for itself and its successors and assigns, does hereby release and discharge the party of the second part, its successors and assigns, from all claims, demands, payments of money and right to compensation, for or on account of any and all damages, by reason of the taking and occupying of the premises above granted, or by reason of the location and construction of a railroad, tracks, sidings or appurtenances, upon or over the same or any part thereof.

And the said party of the first part, for itself and its successors, does hereby covenant with the said party of the second part, its successors and assigns, that it will warrant specially the property hereby conveyed; that it has done no act to encumber said property; and that it will execute such further assurances of said land as my be requisite.

And This Deed Further Witnesseth, that the said party of the first part does hereby constitute and appoint J. Albert Shaffer, its President, to be its attorney, for it and in its name, and as and for its corporate act and deed, to acknowledge this deed before any person having authority by laws of the State of Maryland, to take such acknowledgment, to the intent that the same may by duly recorded.

As Witness, the corporate seal of the said The Stone-Tex Corporation, party of the first part hereto, and the signature of J. Albert Shaffer, its President thereof, the day and year first above written.

Test: Jas.R. Phipps.
W. W. Koontz. (Corporate Seal)

The Stone-Tex Corporation,
By,
J. Albert Shaffer, President,
(Seal)

Attest: John H. Ontrucb, Secretary.

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District of Columbia, To Wit:-

I Hereby Certify, that on this 19th. day of June, in the year one Thousand nine hundred and nineteen ,_1919_, before me, the subscriber, a Notary Public for District of Columbia, of, in and for the District of Columbia aforesaid, personally appeared J. Albert Shaffer, Pres., the attorney named in the aforegoing Deed, and by virtue and in pursuance of the authority therein conferred on him, acknowledged the foregoing Deed to be the act of the said The Stone-Tex Corporation.

(Notary Seal ) Jay B. Smith Notary Public .

Recorded 27th. June, 1919.

State Of Maryland, Anne Arundel County, Sct:

I Hereby Certify, That the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 11 Folio 105, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 31st day of July. 1954.

John H Hopkins 3rd

John H. Hopkins 3rd. Clerk.

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(INT. REV. STAMP 50¢ ) (MD. ST. TAX STAMP 10¢)

THIS DEED, made this fifth day of April, in the year nineteen hundred and 38 between C. ALBERT HODGES, late County Treasurer of Anne Arundel County, of the first part, and COUNTY COMMISSIONERS of A.A. County of the second part;

WHEREAS, default having been made in the payment of State, County and School taxes due and owing on the property hereinafter mentioned for the year nineteen hundred and 31, 32, 33 & 34 and assessed to Stone Tax Corp. and the said C. Albert Hodges, late County Treasurer and Collector of State, County and School Taxes, under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof, imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default.

AND WHEREAS, on the 16th day of October, in the year nineteen hundred and 35 the said C. Albert Hodges, County Treasurer as aforesaid, sold said property hereinafter described at public sale to County Commissioners of Anne Arundel County at andfor the sum of $ 166.92 it being then and there the highest offer therefor;

AND WHEREAS, the said sale was duly reported to the Circuit Court for Anne Arundel County and the proceedings having been found regular and the provisions of the law complied with, an Order Nisi was duly passes therein.

AND WHEREAS, after the publication of said Order Nisi as required by law, the said sale was finally ratified and confirmed by said Court on the 5th day of April in the year nineteen hundred and thirty-eight and the said C. Albert Hodges, late County Treasurer is authorized by law, to execute this deed.

NOW, THEREFORE, THIS DEED WITNESSETH, that in consideration of the premises and the sum of $ 166.92 the said C. Albert Hodges,

COMPLAINANT'S EXHIBIT "D"

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Filed: 5 August 1954

late County Treasurer, as aforesaid, doth hereby grant and convey unto the said County Commissioners of A.A. County its successors or assigns, all that piece or parcel of land, situate between Odenton and Woodwardville, Fourth Election District of Anne Arundel County, Containing seventy (70) acres of land. said lot of land being a part identical lot of land which was conveyed to the Stone Tex Corporation by James K Polk, Trustee, by a confirmatory deed bearing date the 4th day of February, 1919, and duly recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 11, folio 104 &c.

TOGETHER with the improvements thereon, made or being, and the rights and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the aforesaid proerty unto the County Commissioners of A.A. County, its successors and assigns, forever.

WITNESS my hand and seal the day andyear first above written.

TEST:

LINA JOHNSON C. ALBERT HODGES (SEAL)

Late Treasurer of Anne Arundel County.

STATE OF MARYLAND, ANNE ARNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this fifth day of April in the yer nineteen hundred and 38 before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County persoally appeared C. Albert Hodges, late County Treasurer of Anne Arundel County and acknowledged the foregoing to be his act.

(NOTARIAL SEAL) LINA JOHNSON

NOTARY PUBLIC

RECORDED APRIL 7, 1938 at 9 A.M.

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LIBER 90 PAGE 322

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber F.A.M. No. 180 folio 51 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 2nd day of Aug. A.D. 1954.

John H Hopkins 3rd.

JOHN H. HOPKINS 3rd. Clerk.

(MD. ST. TAX STAMP 10¢)

THIS DEED, made this 6th day of April, 1938, by and between the COUNTY COMMISSIONERS of Anne Arundel County, a body corporate, party of the first part, Grantor, and ORPHIA WHITEFORD, party of the second part, Grantee, of the City of Baltimore, State of Maryland.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations paid by the party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said party of the second part, her heirs and assigns, in fee simple, all that lot of ground situate in Anne Arundel County, State aforesaid and described as follows:

BEGINNING for the same at an iron pipe now set in the south 37 degrees 30 minutes east 832 foot line of the land which by deed dated March 8, 1918, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 139, folio 280, was conveyed by James K. Polk, Trustee, to the Stone-Tex Corporation, said point of beginning being 100 feet southeasterly from the center line of the Philadelphia, Baltimore & Washington Railroad and at the end of the first or South 43 degrees 45 minutes East 58.19 foot line of the land which by deed dated February 5, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 11, folio 105, was conveyed by the Stone-Tex Corporation to the Philadelphia, Baltimore & Washington Railroad Company, and running thence with and binding on a part of the south 37 degrees 30 minutes east 832 foot line hereinbefore referred to south 37 degrees 30 minutes east 822.7 feet to an iron pin heretofore planted on the northwest side of the County Road leading

COMPLAINANT'S EXHIBIT "E"

Filed: 5 August 1954

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from Odenton to Woodwardville, thence southwesterly with and binding on the northwest side of said County Road 3030.50 feet more or less to a stone the beginning of the whole tract from James K. Polk, Trustee, to the Stone-Tex Corporation, thence with and binding on the first line of said land north 42 degrees 00 minutes west 904 feet more or less to the right-of-way line of the Philadelphia, Baltimore and Washington Railroad, thence northeasterly binding on said right-of-way 715 feet more or less to to the end of the South 49 degrees 15 minutes west 187.13 foot line of the land from the Stone-Tex Corporation to the Philadelphia, Baltimore and Washington Railroad Company herein referred to, thence with and binding reversely on the lines of said land north 53 degrees 15 minutes east 446.5 feet to a stake, thence South 36 degrees 45 minutes east 20 feet to a stake and thence by a line 100 feet southeasterly from and parallel to the center line of said Railroad north 53 degrees 15 minutes east 1648.95 feet more or less to the place of beginning. Containing 67.4 Acres more or less.

FOR TITLE REFERENCE see deed from James K. Polk, Trustee to The Stone-Tex Corporation, a body corporate, dated March 8, 1918, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 139, folio 280.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Orphia Whiteford, her heirs and assigns, in fee simple.

WITNESS the signature of Thomas J. Cullimore, President of the County Commissoners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its

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Clerk.

TEST: COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
R. HARRY ARNOLD A BODY CORPORATE
CLERK BY THOMAS J. CULLIMORE
(CORPORATE SEAL) PRESIDENT.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of April, 1938, before me, the subscriber a Notary Public of the State of Maryland, in and for the County aforesaid personally appeared Thomas J. Cullimore, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the act and Deed of said body corporate.

WITNESS my hand and notarial seal. LUCY F. LOSKOSKY
(NOTARIAL SEAL ) NOTARY PUBLIC

RECORDED APRIL 6, 1938 at 9 A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber F.A.M. No. 180 folio 32, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 2nd day of Aug. , A.D. 1954.

John H Hopkins 3rd

JOHN H. HOPKINS 3rd., Clerk.

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| | | |
|---|---|---|
| EDMUND D. CAMPBELL, Receiver for The Stone-Tex Corporation Southern Building Washington 5, D. C., | : | |
| | : | IN THE |
| Complainant | : | CIRCUIT COURT FOR |
| Vs | : | ANNE ARUNDEL COUNTY |
| | : | IN EQUITY |
| ORPHIA WHITEFORD 128 North Calhoun Street Baltimore 23, Maryland | : | # 11,085 |
| And | : | |
| ROLAND R. VANE Montgomery Road Ellicott City, Maryland, | : | |
| Respondents | : | |

:::::

THE JOINT AND SEVERAL ANSWER OF ORPHIA WHITEFORD AND ROLAND R. VANE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The joint and several answer or Orphia Whiteford and Roland R. Vane respectively, in the above entitled cause, by Charles E. Hogg, and Morton and Rouse, their Solicitors, respectfully represents unto your Honors:

(1) In answer to paragraphs 1, 2, 3 and 4 of said Bill of Complaint heretofore exhibited, your said Respondents admit the matters and things therein set forth.

(2) In answering paragrah 5 of said Bill of Complaint, your Respondents admit the matters and things therein contained but believe and therefore allege and aver that the proceedings in Tax Sale No. 3087, in this Honorable Court should be considered in its entirety and that it is erroneous and misleading to excerpt partial allegations therein contained, out of context; in further answering said paragraph 5 your Respondents say and therefore allege and aver that the tax sale proceeding therein referred to, speaks for itself.

(3) In answering paragraph 6 of said Bill of Complaint, your Respondents admit all of the allegations therein

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Filed 24 Nov. 1954

contained with exception of the word "purportedly" which they deny should be incorporated or set forth therein.

(4) In answering paragraph 7 of said Bill of Complaint, your Respondents admit all of the allegations therein contained with exception of the word "purportedly" which they deny should be incorporated or set forth therein.

(5) In answering paragraph 8 of said Bill, your Respondents admit that the said Roland R. Vane is the owner of the property referred to in "Complainant's Exhibit E" and that he has been the owner thereof since April 6, 1938 by virtue of a deed from one of the Respondents herein, the said Orphia Whiteford, to him, but, that said deed was not recorded among the Land Records of Anne Arundel County, and, in fact, has been lost or mislaid. And your Respondents file herewith an affidavit of Frank Arnold, Esquire, a member of the Bar of Baltimore City, under date of October 20, 1954, certifying as to the preparation and certification of the aforesaid deed, as well as a deed dated November 9, 1954, from the said Orphia Whiteford, unmarried, to him the said Roland R. Vane, marked "Respondents' Exhibits Nos. 1 and 2" and pray that the same may be taken as a part hereof as though fully incorporated herein. And in further answering said paragraph 8 your Respondent, the said Roland R. Vane, alleges and avers that he has exercised dominion and ownership over the aforesaid parcel of land and has been in possession of the aforesaid property from April 6, 1938, to the present time.

(6) In answering paragraph 9 of said Bill your Respondents deny that the tax sale proceeding, No. 3087, and all other proceedings and conveyances of said property are invalid, null and void, and on the contrary allege and aver that the said Complainant herein is debarred in conscience, equity and law to question or attack the validity of the aforesaid tax sale and subsequent proceedings and conveyances of the aforesaid property for the following reasons:

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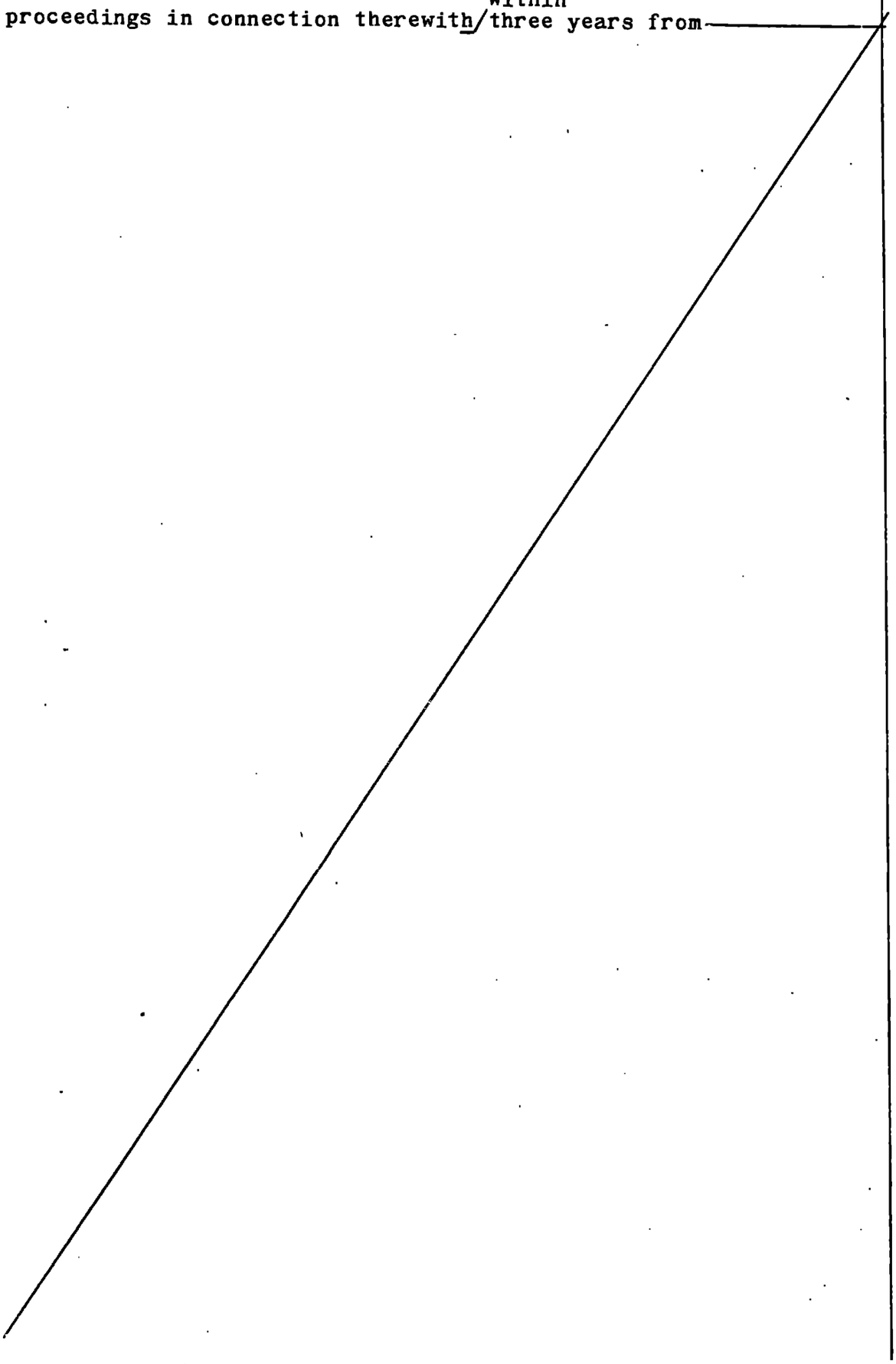
(a) Because Section 496C (a) (1) of Chapter 208 of the Acts of 1941 is a complete bar and limitation to any action to contest the title of the purchaser of property at tax sale on the ground of any invalidity or irregularity in the proceedings in connection therewith within three years from



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June 1, 1941, and that the order of court ratifying the aforesaid tax sale on April 5, 1938, was conclusive as to the legality of all proceedings in connection therewith subsequent to June 1, 1944.

(b) That on general equitable grounds the said Complainant herein and the entity and/or individuals for whom he purports to act are guilty of gross laches, and to grant the relief as now sought in this Bill of Complaint would be grossly inequitable and unjust.

(7) In answering paragraph 10 of said Bill of Complaint, your Respondents deny any ownership or claim of ownership whatsoever on the part of the said Complainant herein, entity or individuals under whom he is claiming, and therefore emphatically deny that there exists any cloud on the title to the property of one of your said Respondents, the said Roland R. Vane, who as heretofore alleged, is the actual owner of the aforesaid premises; in further answering said paragraph 10 your Respondents admit that the said Complainant herein, or someone on his behalf, offered to pay real estate taxes on the aforesaid property from 1938 to date, but, that the Treasurer of Anne Arundel County, at the request of Charles E. Hogg, Solicitor for the Respondents herein, refused to acknowledge in anyway that the said Complainant was entitled to said prior bills nor would the said Treasurer, in the absence of any decree or deed to the contrary, transfer the aforesaid property on his records from the said Orphia Whiteford to the said Edmund D. Campbell, Receiver, or anyone else; as to the remaining allegations therein contained as to the readiness, willingness and ableness of the Complainant to pay any sum or sums your said Respondents have no knowledge as they are not the slightest bit interested in receiving said sum or sums as so alleged.

(8) In answering paragraph 11 of said Bill of Complaint your Respondents deny that they have not been in actual physical occupation of the land described in "Complainant's Exhibit E" and they also deny that the said Complainant has been,

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as alleged, for sometime now and is now in actual exclusive, physical possession of the aforesaid property; in further answering said paragraph 11 your said Respondents reiterate what they have heretofore stated in this answer in that the said Roland R. Vane has been in actual possession of the aforesaid premises since April 6, 1938, and has exercised dominion and ownership over, in and to the aforesaid property in that he, among other things, (a) caused the property to be surveyed by Albert E. Pohmer in 1938, (b) from time to time sold pulp wood therefrom, (c) been approached concerning the sale thereof by divers persons whom your Respondents understand are in some way or another acting in concert and communion with the Complainant herein and/or his agents and representatives; (d) has paid the State and County taxes as the same were levied and assessed against the aforesaid premises from 1938 to date and (e) many other and divers matters and things too numerous to mention which to all practical purposes showed and indicated that the said Roland R. Vane was the owner of the aforesaid premises from the aforesaid April 6, 1938; in further answering said 11th paragraph your Respondents admit that within the past few months that a person or persons unknown to them have trespassed on the aforesaid property and if, as the Complainant alleges in said Bill of Complaint, he has posted the aforesaid property with "No Trespassing Signs" and has done the other things therein referred to, your Respondents believe and therefore allege and aver that he, the said Complainant, is a mere trespasser.

(9) In answering paragraph 12 of said Bill of Complaint your Respondents admit that the said Complainant was by decree of the Circuit Court of the City of Alexandria, State of Virginia, appointed receiver for the said Stone-Tex Coeporation, and your Respondents also admit that on or about August 3, 1954, in a cause docketed in this Honorable Court entitled "Ex Parte: In the Matter of the Petition of Edmund D. Campbell, Receiver for the Stone-Tex Corporation" an order was passed authorizing the

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said receiver to institute this pending action, but, your said Respondents allege and aver that the Court order of August 3, 1954, was based on the aforesaid Ex Parte proceeding without notice to anyone, and especially your Respondents herein, and that said decree was procured by the Complainant herein, and therein referred to, without having presented to this Honorable Court such facts as are necessary and proper for a foreign receiver to obtain permission of this Honorable Court to bring suit; that said Ex Parte proceeding did not allege that such proposed suit would not injuriously effect the interest of the citizens of the State of Maryland or violate its policies or laws and that in fact had this Honorable Court been so apprized of the actual and true state of facts and affairs of the said Stone-Tex Corporation and the proceedings in the said Circuit Court of the City of Alexandria, State of Virginia, it would have found that said proposed proceeding would have violated the policy and laws of this State and that its citizens, especially your two Respondents herein, would have been injuriously effected thereby; in further answering said paragraphs 12 and 13 of said Bill of Complaint your Respondents are of the affirmative belief and therefore allege and aver that all of the proceedings in the Circuit Court of the City of Alexandria, State of Virginia, are irregular and invalid and show on the face thereof that it is simply a scheme as between the original petitioners therein, George C. Cornwell and Robert D. Marshall, and other persons with whom they have aligned themselves to divide among themselves the proceeds of the sale of the aforesaid property if this Honorable Court should grant the relief as prayed for in this Bill of Complaint. And that it is also quite apparent on the face of the said proceedings that the said George C. Cornwell and Robert D. Marshall are not interested in the slightest in certain creditors and/or stock holders of the Stone-Tex Corporation but only in what they themselves may realize out of the net proceeds of sale, for said petition as filed therein states that they are the only creditors of the said body

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corporate and that one of them is the only known stock holder, he being the holder of fifty shares of capital stock, notwithstanding that there is allegedly outstanding $79,000.00 of said capital stock; And your Respondents file herewith a full and complete record of the proceedings in the aforesaid Circuit Court of the City of Alexandria, State of Virginia, duly authenticated by the Clerk and the Judge thereof and file the same herewith marked "Respondent's Exhibit No. 3" and pray that the same may be taken as a part hereof as though fully incorporated herein.

And having fully answered said Bill of Complaint your Respondents pray that they may be hence dismissed by this Court with their reasonable costs therein incurred.

AND AS IN DUTY BOUND, ETC.

Charles E. Hoff

Rouse & Hinton

Solicitors for Respondents

We hereby certify that we have mailed this 24th day of ~~October~~ November, 1954, a copy of the above answer to McWilliams, Evans and Melvin, Esquires, Annapolis, Maryland.

Charles E. Hoff

Rouse & Hinton

Solicitors for Respondents

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LIBER 90 PAGE 333

STATE OF MARYLAND, HOWARD COUNTY, SCT:

I HEREBY CERTIFY, That on this 20th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified and residing in Carroll County, personally appeared Frank Arnold and made oath in due form of law that he is a member of the Bar of the State of Maryland, and that on or about April 6, 1938, he prepared a deed, at the request of Roland R. Vane, from one Orphia Whiteford, unmarried, to the said Roland R. Vane, of certain property situate and lying in Anne Arundel County, State aforesaid, containing 67.4 acres of land, more or less, being the same property which by deed dated April 6, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 180 folio 32 etc., was granted and conveyed by the County Commissioners of Anne Arundel County, a body corporate and politic, to the said Orphia Whiteford.

And the said Frank Arnold, affiant as aforesaid, further made oath in due form of law that on the date aforesaid, that is, April 6, 1938, the said Orphia Whiteford signed said deed and that he, the said Frank Arnold, witnessed her signature and also took the acknowledgement of the said Orphia Whiteford of said deed and that following the execution of the deed the said Roland R. Vane requested your said affiant not to record said deed but to deliver it to him, which your said affiant did.

And the said affiant further made oath in due form of law that he has personal knowledge of the matters and facts set forth and he is competent to testify to those matters and things.

AS WITNESS my hand and Notarial Seal.

LaRue B. Gosnell
Notary Public
My Commission expires
May 2, 1955

Frank Arnold
Frank Arnold, Affiant

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Respondents' Exhibit No. 1

LIBER 90 PAGE 334

THIS DEED, Made this 9th day of ~~October~~ November, 1954, by Orphia Whiteford, unmarried, of the City of Baltimore, State of Maryland.

WITNESSETH, That in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations the said Orphia Whiteford does hereby grant and convey unto Roland R. Vane, his heirs and assigns, in fee simple, all that piece or parcel of land situateand lying in Anne Arundel County, State aforesaid, and, which by deed dated April 6, 1938, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 180 folio 32 etc., was granted and conveyed by the County Commissioners of Anne Arundel County, a body corporate and politic, to the said Orphia Whiteford and therein more particularly described and referred to as containing 67.4 acres of land, more or less.

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

TO HAVE AND TO HOLD said land and premises unto and to the proper use and benefit of the said Roland R. Vane, his heirs and assigns, in fee simple.

AND the said Grantor warrants specially the property hereby conveyed and covenants that she will execute such other and further assurances of said land as may be requisite.

AS WITNESS the hand and seal of the said Grantor.

Test:

Anna M. Smith ..... Orphia Whiteford (SEAL)
Orphia Whiteford

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, That on this 9th day of November, 1954, before me, the subscriber, a Notary Public of the

Respondents' Exhibit No. 2.
Filed 22 Nov. 1954

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State of Maryland, in and for Baltimore City aforesaid, personally appeared Orphia Whiteford and acknowledged the aforegoing deed to be her act.

AS WITNESS my hand and Notarial Seal.

Notary Public

LIBER 90 PAGE 336

# AUTHENTICATION OF RECORD

(3)

## CLERK'S CERTIFICATE

Clerk's Office Circuit Court of the City of Alexandria, Va.

I, ~~ELLIOTT F. HOFFMAN~~ EARL R. SULLIVAN, Clerk of the said Court, do hereby certify that the writings annexed to this Certificate are true copies of originals on file and of record in said office and that said originals together constitute the record of the proceedings of said Court in this cause.

Witness my hand and the seal of said Court this 17th day of August 19 54

Earl R. Sullivan, Clerk.

## JUDGE'S CERTIFICATE

I, Arthur W. Sinclair, Judge of said Court, do certify the foregoing attestation by ~~Elliott F. Hoffman~~ EARL R. SULLIVAN, Clerk of the said Court, to be in due form.

Witness my hand and seal this 17th day of August, 19 54.

Arthur W. Sinclair Judge. [SEAL]

## Clerk's Certificate to Judge's Official Character

I, ~~ELLIOTT F. HOFFMAN~~ EARL R. SULLIVAN, Clerk of the said Court, hereby certify that Arthur W. Sinclair, whose genuine signature is subscribed to the foregoing certificate, was, at the time of signing and attesting the same, Judge of said Court, duly commissioned and qualified.

Witness my hand and the seal of said Court this 17th day of August, 19 54

Earl R. Sullivan, Clerk.

Respondents' Exhibit No. 3

Filed 24 Nov., 1954

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LIBER 30 PAGE 337

IN THE CIRCUIT COURT OF THE CITY OF ALEXANDRIA

STATE OF VIRGINIA

In Re

DISSOLUTION OF THE
STONE-TEX CORPORATION

No.

Address of Petitioner
George G. Cornwell
1919 23rd Street, N.W.
Washington, D. C.
Robert D. Marshall
2131 Florida Avenue, N.W.
Washington, D. C.

PETITION OF GEORGE G. CORNWELL AND ROBERT D. MARSHALL FOR THE APPOINTMENT OF A RECEIVER, ETC.

---

The petition of George G. Cornwell and Robert D. Marshall respectfully represents unto this Honorable Court as follows:

1. Your petitioners are adult citizens of the United States and residents of the District of Columbia. The Post Office address of your petitioner George G. Cornwell is 1919 23rd Street, N. W., Washington, D. C., and the Post Office address of your petitioner Robert D. Marshall is 2131 Florida Avenue, N. W., Washington, D. C. Your petitioners file this petition as creditors and stockholders of The Stone-Tex Corporation on their own behalf and on behalf of all others similarly interested under the provisions of Title 13, Section 73 of the Code of Virginia (1950 Edition).

2. The Stone-Tex Corporation was duly incorporated under the laws of the State of Virginia on March 19, 1918, with its principal office located in the City of Alexandria, Virginia.

3. On May 31, 1930, the charter of said corporation was revoked and annulled by the State of Virginia for failure to pay annual assessments of registration fee and franchise tax, and said charter has not been revived or reinstated. No receiver or trustee for said corporation has been appointed by the court. A cer-

tificate of the State Corporation Commission as to the incorporation of The Stone-Tex Corporation and the revocation of its charter and a certified copy of the last annual report of said corporation to the State Corporation Commission are annexed hereto marked Exhibit "A" and are prayed to be read and considered as a part hereof.

4. Your petitioners are informed and believe and therefore aver that the last elected directors of The Stone-Tex Corporation (elected on April 8, 1925) are J. Albert Shaffer (now deceased), J. H. Ontrich (now deceased) and George G. Cornwell and Robert D. Marshall, your petitioners. The last elected officers of said corporation are as follows: J. Albert Shaffer (now deceased), President; George G. Cornwell, your petitioner, Vice-President; Robert D. Marshall, your petitioner, Treasurer; and J. H. Ontrich (now deceased), Secretary.

Your petitioners are informed and believe and therefore aver that the maximum capital stock authorized by the charter of said corporation was $100,000, and that the capital stock issued and outstanding amounted to $79,000.

5. The Stone-Tex Corporation is justly indebted to your petitioner George G. Cornwell in the sum of $2,000, with interest from April 7, 1920, for moneys paid to or for the account of said corporation. Your petitioners are also informed and believe and therefore aver that said corporation is also indebted to J. Albert Shaffer and John H. Ontrich each in the sum of $2,000, with interest from April 7, 1920.

Your petitioner George G. Cornwell is the owner of 50 shares of capital stock of said company of the par value of $100 each. The names and addresses of other persons owning capital stock of the corporation are presently unknown to your petitioners.

6. The Stone-Tex Corporation acquired a 72 acre tract of land in Anne Arundel County, Maryland, in 1918, and on, to-wit, October 16, 1935, said property was purported to be sold for non-payment of real estate taxes and purchased by the County Commissioners of Anne Arundel County. Your petitioners are informed and believe and therefore aver that said tax sale was defective and void, and that the corporation is the equitable owner of said property. Petitioners know of no other assets which belong to said corporation. Said real estate has been appraised by Charles F. Lee, Jr., a competent real estate agent and appraiser, to be of the value of $5,400, a copy of his appraisement being attached hereto as Exhibit "B" and prayed to be read and considered as a part hereof.

7. An offer to purchase said real estate has been made by William J. McWilliams of Annapolis, Maryland, for the sum of $10,000 if a good record title can be conveyed, provided, however, that if prior to conclusion of legal proceedings for setting aside the tax sale the purchaser acquires the interests of all other claimants to the property, then the purchase price is to be $7,500, The purchaser also agrees to pay all court costs and expenses, including arrears of corporate franchise taxes and real estate taxes. A copy of said offer which has been accepted on behalf of the corporation by your petitioners as the surviving last elected directors, subject to approval by the court, is annexed hereto as Exhibit "C" and prayed to be read and considered as a part hereof.

8. The offer of the said William J. McWilliams to purchase the said property is the only offer which has been obtained by your petitioners. They consider said offer to be a fair and reasonable one and that it would be for the best interests of the corporation and its creditors and stockholders for said offer to be accepted.

9. Your petitioners are informed and believe and therefore aver that since more than three years have elapsed since the charter of the corporation was annulled, in order to liquidate the assets of said corporation and to distribute the proceeds of the sale of said real estate among the persons lawfully entitled thereof, it is necessary for a receiver to be appointed by the court in accordance with Title 13, Section 73, of the Code of Virginia (1950 Edition). Your petitioners are informed and believe and therefore aver that it may take considerable time before any sale may be consummated and before any assets belonging to the corporation may come into the hands of the receiver.

WHEREFORE, THE PREMISES CONSIDERED, your petitioners pray:

1. That this Honorable Court enter an order herein appointing Edmund D. Campbell or some other person as statutory receiver of The Stone-Tex Corporation pursuant to Title 13, Section 73, of the Code of Virginia, to take charge of the estate and effects of said corporation, including the real estate described in paragraph 6 of the petition, and to collect the debts and property due and belonging to the corporation, with power to appoint an agent or agents under him and to do all other acts which might be done by the corporation, if in being, that may be necessary for the final settlement of the unfinished business of the corporation, and with all of the other powers and duties set out in said Title 13, Section 73, of the Code of Virginia.

2. AND for such other and further relief as to the court may seem just and proper.

George G. Cornwell

Robert D. Marshall

Edmund D. Campbell

GARNETT AND HUNTER

By Griffin T. Garnett

Griffin T. Garnett
Attorneys for Petitioners
Court House Square, Arlington, Va.

Filed in the Clerk's Office the 15 day of March, 1954.
Writ Tax $ 1.50
Fee
Deposit 13.50
Total Paid $15.00
Teste: Carroll O. Sullivan, Clerk
By Katherine T. Bradfield, D. C.

DISTRICT OF COLUMBIA, ss:

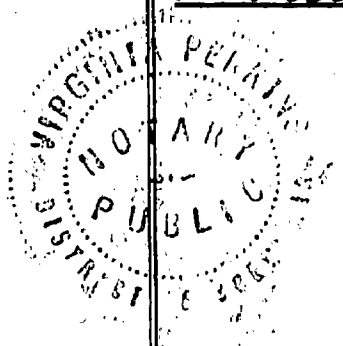
We do solemnly swear that we have read the foregoing petition subscribed by us and are familiar with the contents thereof; that the facts therein set forth upon personal knowledge are true and those stated upon information and belief we believe to be true.

Benj G Connolly

Robert P Marshall

SUBSCRIBED and SWORN TO before me this 11th day of March, 1954.

Virginia Perkins
Notary Public, D. C.



# Commonwealth of Virginia

DEPARTMENT OF THE

## State Corporation Commission

*I, N. W. Atkinson, Clerk of the State Corporation Commission, do hereby certify that*

The Stone-Tex Corporation

a corporation organized under the laws of the Commonwealth of Virginia on the 19th day of March, 1918, allowed its charter to be revoked as of the 31st day of May, 1930, for failure to pay the annual registration fee and franchise tax assessed against it for the two preceding years.

I FURTHER CERTIFY, That the charter of this corporation has not been revived.

*In Testimony Whereof I hereunto set my hand and affix the Official Seal of the State Corporation Commission, at Richmond this* 24th *day of* February, *A. D. 1954.*

*N. W. Atkinson*
*Clerk of the Commission.*

# Report to State Corporation Commission

To be made upon organization by every domestic corporation and upon entering Virginia by every foreign corporation and annually thereafter by all corporations within thirty days after the time appointed for holding the annual meeting of stockholders.

**Made pursuant to Section 3820 of the Code of Virginia, 1919, as amended.**

Name of Corporation The Stone-Tex Corporation

Location of Principal Office in Virginia Alexandria, Va.
County or City with street and number if any there be.

*Name and Postoffice address of agent upon whom process against the corporation may be served,
R. B. Washington, Esq., Alexandria, Va.

Character of business transacted Not manufacturing products, nor engaging in any kind of business. Affairs of company are in course of liquidation.

| | COMMON | | PREFERRED | | | |
|---|---|---|---|---|---|---|
| †Maximum capital stock authorized by charter | $ 100,000 | 00 | $ None | | | |
| †Amount of stock actually issued | $ 79,000 | 00 | $ None | | | |
| †Amount of stock actually outstanding | $ 79,000 | 00 | $ None | | | |

For non par value stock show above information in shares.

†Date of last annual meeting of stockholders April 7, 1925

Date of last election of directors April 8, 1925

## OFFICERS

| NAME | TITLE | ADDRESS | DATE TERM OF OFFICE EXPIRES |
|---|---|---|---|
| J. Albert Shaffer | Pres. | Star Bldg. Wash D.C. | April 7, 1926 |
| Geo G. Cornwell | Vice Pres | 1329 G St " | do |
| R. D. Marshall | Treas | 1758 Church St. " | do |
| J. H. Ontrich | Secty | 1702 Q St. " | do |

## DIRECTORS

| NAME | ADDRESS | DATE TERM OF OFFICE EXPIRES |
|---|---|---|
| J. Albert Shaffer | Star Bldg. Wash. D.C. | April 7, 1926 |
| Geo. G. Cornwell | 1329 G St. " | do |
| R. D. Marshall | 1758 Church St. " | do |
| J. H. Ontrich | 1702 Q St. " | do |

Date appointed for holding next annual meeting of stockholders April 6, 1926

J. Albert Shaffer
*President.*

John H. Ontrich
*Secretary.*

*The name and postoffice address of statutory agent is to be given by a *domestic corporation* only when all officers and directors are non-residents of the county or city in which its principal office in Virginia is located and the agent named must be appointed by written power of attorney as provided in Sec. 3854 of the Code of Virginia, and *in all cases by foreign corporations authorized* to do business in Virginia, foreign corporations are required by law to designate the Secretary of the Commonwealth their statutory agent and in addition should show the name of the agent in charge of their business in Virginia.

†This form for use by all corporations, and those without capital stock should insert word "None" opposite each item, which refers to stock, and change the word "Stockholders" to "Members."

(Filed in this office November 4, 1925)

LIBER 561 PAGE 384

NOTE.—Every domestic corporation, upon organization, and every foreign corporation upon entering Virginia, shall file this report with the State Corporation Commission and annually thereafter within thirty days after the time appointed for holding the annual meeting of stockholders. The report must be authenticated by the signature of the president, or one of the vice-presidents, or the secretary of the corporation.

If the above report is not made and so filed, the delinquent corporation is subject to a fine of not less than twenty-five nor more than one hundred dollars, to be imposed, and judgment entered therefor, by the State Corporation Commission and enforced by its process.

A REPORT

made pursuant to Section 3820 of the Code of Virginia, as amended, Acts 1922.

_____ Company

_____, 19____

TO THE STATE CORPORATION COMMISSION

MAX. $_____

MIN. $_____

PAR VALUE, $_____

Sec. 3820 *Organization and annual report to the commission; penalty.*—Every domestic corporation, upon organization, and every foreign corporation, upon domestication in this State, shall file in the office of the State Corporation Commission a report authenticated by the signature of the president, or one of the vice-presidents, or the secretary of the corporation, stating:

(a) The name of the corporation.

(b) The location (county or city, street and number, if any there be) of its principal office in the State, and the name of the agent upon whom process against the corporation may be served.

(c) The character of its business.

(d) The amount of its authorized capital stock, if any, and the amount actually issued and outstanding, showing classes separately if more than one class.

(e) The names and addresses of the officers and directors of the corporation, and when their respective terms of office expire. For the purpose of any action, suit or other proceeding against the corporation, the officers and directors of the corporation, shown upon such report, shall be deemed to continue and remain the same until a subsequent report be filed showing the contrary.

(f) The date, if any, appointed for the next annual meeting of the stockholders.

Each such corporation shall file in the office of the State Corporation Commission annually thereafter, within thirty days after the time appointed for holding the annual meeting of the stockholders, a report setting out the above required information on forms to be secured from the State Corporation Commission.

If such report is not made and so filed, the corporation shall be subject to a fine of not less than twenty-five dollars, nor more than one hundred dollars, to be imposed, and judgment entered therefor, by the State Corporation Commission and enforced by its process.

Sec. 3789 provides in part as follows:

> "Corporations chartered under the laws of this State for the operation of railroads with any kind of motive power and to be used as common carriers, shall have not less than seven directors, including the president; public service corporations other than railroads chartered under the laws of this State, shall have not less than five directors, including the president; and all other corporations chartered under the laws of this State shall have not less than three directors, trustees or managers, including the president."

Therefore, the name of the President should always be included in the list of Directors.

# Commonwealth of Virginia

DEPARTMENT OF THE

## State Corporation Commission

*I, N. W. Atkinson, Clerk of the State Corporation Commission, do hereby certify that* the foregoing is a true copy of annual report, pursuant to Section 3820 of the Code of Virginia, 1919, as amended, filed in this office by The Stone-Tex Corporation on the 4th day of November, 1925.

*In Testimony Whereof I hereunto set my hand and affix the Official Seal of the State Corporation Commission, at Richmond this* 24th *day of* February, *A. D. 1954.*

*N. W. Atkinson*

*Clerk of the Commission.*

EXHIBIT B

LIBER 90 PAGE 346

In the matter of real estate of

STONE-TEX CORPORATION

Situated on County Road leading from Odenton to Woodwardville

ANNE ARUNDEL COUNTY, MARYLAND

AFFIDAVIT OF APPRAISAL OF 72 ACRES UNIMPROVED ON COUNTY ROAD LEADING FROM ODENTON TO WOODWARDVILLE, ANNE ARUNDEL COUNTY, MD.

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

CHARLES F. LEE, JR., being duly sworn, deposes and says:

I am engaged in the real estate business in the Lee Building at Annapolis, Maryland. I have been in that business since 1934 as real estate agent and appraiser.

I inspected the above tract on January 19, 1954, and have made sales and appraisals of similar property in this vicinity.

I value the tract of land containing 72 acres at $75 per acre with the total value at the present time of $5,400.

I have no interest in the above property or in any sale thereof by the Stone-Tex Corporation.

Chas. F. Lee, Jr.

Sworn to before me this
9th day of March, 1954

Winson G. Gott, Jr., Notary Public

ANNE ARUNDEL COUNTY NOTARY PUBLIC MARYLAND

EXHIBIT C

# A G R E E M E N T

THIS AGREEMENT, Made this 12th day of February, 1954, by and between ROBERT D. MARSHALL and GEORGE O. CORNWELL, of Washington, D. C. (surviving last elected directors and trustees of The Stone-Tex Corporation, a Virginia corporation), parties of the first part, hereinafter called "Stone-Tex", and WILLIAM J. McWILLIAMS, of Annapolis, Maryland, party of the second part, hereinafter called "McWilliams".

WHEREAS, The Stone-Tex Corporation acquired a 72 acre tract of land in the Fourth Election District of Anne Arundel County, Maryland, in 1928, and on May 31, 1930, the charter of said corporation was revoked and annulled by the State of Virginia; and on October 16, 1935, the property was purported to be sold for non-payment of taxes and purchased by the County Commissioners of Anne Arundel County; and

WHEREAS, McWilliams is desirous of acquiring said land, but cannot do so unless and until the title thereto is validated, and Stone-Tex has agreed to sell said land to McWilliams, subject to the approval of a court of competent jurisdiction of the State of Virginia and provided McWilliams assumes and agrees to pay all the expenses of validating said title.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: In consideration of the premises and of the sum of Ten Dollars ($10.00) and other good and valuable considerations, the parties hereto mutually agree as follows:

1. Stone-Tex hereby authorizes and empowers McWilliams to act as attorney for and to appear for Stone-Tex in any of the courts of the State of Maryland for the purpose of

instituting any proceedings that may be necessary or desirable for the purpose of having said purported tax sale declared null and void and reinstating legal title to said property in the name of The Stone-Tex Corporation.

2. If as a result of said litigation or proceedings the title to said property shall become marketable and unencumbered in the name of Stone-Tex Corporation or any receiver or other officer appointed by the court for the purpose of taking title to said property on behalf of the corporation or its stockholders, Stone-Tex agrees to sell the same to McWilliams, and McWilliams agrees to purchase the same for the sum of Ten Thousand Dollars ($10,000).

3. Stone-Tex agrees to take whatever action may be necessary in the State of Virginia for the purpose of placing itself in a position to convey a good title to said property in the event title shall ultimately be reinstated in the name of Stone-Tex.

4. If prior to the conclusion of any litigation or legal proceedings which may be started McWilliams shall acquire the interests of all other claimants to said property, then Stone-Tex agrees to execute and deliver to McWilliams a quit-claim deed for all of its right, title, interest and estate in and to said property for the sum of Seven Thousand Five Hundred Dollars ($7,500), and McWilliams agrees to pay Stone-Tex Seven Thousand Five Hundred Dollars ($7,500) for said quit-claim.

5. It is understood and agreed that all expenses, including court costs in the State of Virginia and Maryland, all corporate franchise taxes in arrears, all back taxes, all attorneys' fees and appraisals, shall be paid by McWilliams.

6. Stone-Tex agrees to cooperate in every way and at all times to the best of its ability in connection with any

litigation or legal proceedings which may be instituted in connection with the foregoing.

7. It is understood and agreed that the parties of the first part make no warranty or representation as to their right or power to act for and on behalf of the Stone-Tex Corporation and make this agreement in their individual capacities and subject to approval or ratification by a court of competent jurisdiction of the State of Virginia.

8. In the event title to said property shall not become marketable or the sale to McWilliams consummated within a period of two years from the date hereof, then the obligation of Stone-Tex to sell said property to McWilliams shall thereupon terminate.

IN WITNESS WHEREOF, the said Robert D. Marshall and George G. Cornwell have executed this agreement, and William J. McWilliams has set his hand and seal as of the day and year first above written.

WITNESS:

J. A. Marshall — Robert D. Marshall (SEAL)
Robert D. Marshall

J. A. Marshall — George G. Cornwell (SEAL)
George G. Cornwell

Viola J. Brown — William J. McWilliams (SEAL)
William J. McWilliams

LIBER 30 PAGE 350

IN THE CIRCUIT COURT OF THE CITY OF ALEXANDRIA

STATE OF VIRGINIA

In re ) Chancery
: No. 3231
DISSOLUTION OF THE :
STONE-TEX CORPORATION )

ORDER APPOINTING RECEIVER, ETC.

Upon consideration of the petition of George D. Cornwell and Robert D. Marshall and the exhibits attached thereto, filed herein the 15th day of March, 1954, and it appearing to the Court that The Stone-Tex Corporation was incorporated under the laws of the State of Virginia on March 19, 1918, with its principal office located in the City of Alexandria, Virginia, and that its charter was revoked and annulled on May 31, 1930, and that more than three years have elapsed since said time and no receiver or trustee has been appointed by the Court for said corporation, and that its charter has not been revived or reinstated and that it is necessary for the liquidation of the assets of said corporation that a receiver be appointed in accordance with Title 13, Section 73, of the Code of Virginia, it is by the Court this 30th day of March, 1954,

ORDERED, ADJUDGED and DECREED that Edmund A. Campbell be and he is hereby appointed receiver for The Stone-Tex Corporation in accordance with Title 13, Section 73, of the Code of Virginia (1950 edition) provided that before entering upon the discharge of his duties he shall give bond with security to be approved by the Clerk of this Court in the penal sum of $2,000.00, conditioned upon the faithful discharge of his duties as said receiver. Said receiver shall account for and pay over as the Court may direct all moneys that may come into his

hands as such receiver; and as said receiver he shall have full power and authority to take charge of the estate, assets and effects of The Stone-Tex Corporation, and to collect the debts and property due and belonging to said corporation, with power to prosecute and defend in the name of the corporation or otherwise all suits as may be necessary or proper for the purposes aforesaid, and to appoint an agent or agents under him; and to do all other acts which might be done by said corporation, if in being, that may be necessary for the final settlement of the unfinished business of the corporation, with all of the powers and duties conferred upon such a receiver in accordance with Title 13, Section 73, of the Code of Virginia (1950 edition).

The Court hereby directs that the receiver shall in no event receive moneys in excess of the penal sum of his bond without prior order of Court.

Judge

Entered March 31, 1954
Book 13, page 107

IN THE CIRCUIT COURT OF THE CITY OF ALEXANDRIA

STATE OF VIRGINIA

In re: )
:
Dissolution of ) No. 3231

THE STONE-TEX CORPORATION

FILED
CLERK OF COURTS
CITY OF ALEXANDRIA
JUN 7 11 27 AM '54
EARL R. SULLIVAN, CLERK
BY _____ DEPUTY CLERK

PETITION OF RECEIVER FOR SALE

OF REAL ESTATE

The petition of Edmund D. Campbell respectfully represents unto this Honorable Court as follows:

1. He is the duly appointed and qualified receiver of The Stone-Tex Corporation under order of this Honorable Court entered herein March 30, 1954.

2. Your receiver is informed and believes and therefore avers that the only real or personal property belonging to The Stone-Tex Corporation is a tract of land referred to in the original petition in this cause, containing approximately 72 acres, located in the Fourth Election District of Anne Arundel County, State of Maryland, described as follows:

> Beginning for the same at a stone on the West side of the County road leading from Odenton to Woodwardville, said stone being the beginning of the whole tract, and running from thence North 42 degrees West 904 feet to the right of way of the Philadelphia, Baltimore and Washington Railroad; thence running with said right of way North 39 degrees East, 245 feet; thence North 47 degrees East 490 feet and five-tenths of a foot; thence North 53 degrees 15 minutes East, 2,100 feet; thence leaving said right of way and running across the tract South 37 degrees 30 minutes East 832 feet to a stake on the west side of the above-mentioned county road; thence on said road South 42 degrees 15 minutes West, 526 feet; thence South 39 degrees West, 625 feet; thence South 29 degrees 45 minutes West, 419 feet; thence South 7 degrees 30 minutes West 239 feet to intersect the outlines

of the whole tract; thence following said outlines and with said road South 88 degrees 30 minutes West 215 feet; thence due West 346 feet and five-tenths of a foot; thence South 67 degrees 30 minutes West 660 feet to the place of beginning. Containing 72 acres.

BEING the same property which was conveyed to The Stone-Tex Corporation, a Virginia corporation, by James L. Polk, Trustee, by deed dated 8 April 1918 and recorded among the Land Records of Anne Arundel County in liber G.W. No. 39, folio 280, and by a confirmatory deed dated 4 February 1919 from James K. Polk, Trustee, to The Stone-Tex Corporation, a corporation organized and existing under and pursuant to the laws of the State of Virginia, and recorded among the aforesaid Land Records in liber W.N.W. No. 11, folio 104.

Said property was purported to be sold for non-payment of real estate taxes and purchased by the County Commissioners of Anne Arundel County, Maryland, on, to-wit, October 16, 1935. Your receiver is advised by Maryland counsel that said sale was defective and void and that a good cause of action lies to set aside said sale and to establish legal title in the corporation.

3. A written offer to purchase said real estate has been made by William J. McWilliams, of Annapolis, Maryland, for the sum of $10,000 if a good record title can be conveyed; provided, however, that if prior to the conclusion of legal proceedings for setting aside the tax sale the purchaser acquires the interests of all other claimants to the property, then the purchase price is to be $7,500. The purchaser also agrees to pay all court costs and expenses, including arrears of corporate franchise taxes amounting to approximately $430, real estate taxes amounting to approximately $100, and other expenses of setting aside the tax sale. A copy of said written offer which has been accepted on behalf of the corporation by the surviving last elected directors, subject to approval of the court, is annexed as Exhibit "C" to the Petitition for Appointment of Receiver filed herein March 15, 1954, and is prayed to be read and considered as a part hereof.

4. Said real estate was appraised by Charles F. Lee, Jr., a competent real estate agent and appraiser, to be presently worth $5,400, a copy of said appraisement being attached as Exhibit "B" to the Petition for Appointment of a Receiver filed herein.

5. No higher offer for said real estate has been made to your receiver and he is of the opinion that it is for the best interests of the corporation, its creditors and stockholders, that said contract for the purchase of the real estate by William J. McWilliams be accepted, ratified and performed.

WHEREFORE your receiver prays:

1. That this Honorable Court enter an order herein ratifying and confirming the contract for the sale of said real estate to William J. McWilliams upon the terms hereinbefore set forth, and authorizing your receiver to perform on behalf of the corporation the terms of said contract on its part to be performed, including the filing and prosecution of such court action in the State of Maryland or elsewhere as may be deemed necessary or advisable in order to set aside the tax sale of said real estate and to establish good record title in the corporation; and upon the establishment of a good and marketable title for said real estate in the corporation and upon the compliance by the purchaser William J. McWilliams of the terms of sale on his part to be performed, to execute and deliver on behalf of the corporation a good and sufficient deed to said property to the said William J. McWilliams or his nominee or nominees, your receiver to receive and hold the purchase price for said property subject to further order of this court.

2. AND for such other and further relief as to the court may seem just and proper.

Edmund D. Campbell

DISTRICT OF COLUMBIA, SS:

I do solemnly swear that I have read the foregoing Petition by me subscribed and am familiar with the contents thereof; that the facts therein set forth upon personal knowledge are true and those stated upon information and belief I believe to be true.

Edmund D. Campbell

SUBSCRIBED and sworn to before me this 15th day of April, 1954.

Elizabeth G. Soutter
Notary Public, D. C.

FILED
CLERK OF COURTS
CITY OF ALEXANDRIA
APR 15 11 35 AM '54

EARL R. SULLIVAN, CLERK
BY [illegible]
DEPUTY CLERK

IN THE CIRCUIT COURT OF THE CITY OF ALEXANDRIA

STATE OF VIRGINIA

| | | |
|---|---|---|
| In re | ) | |
| Dissolution of | ) | No. 3231 |
| THE STONE-TEX CORPORATION | ) | |

ORDER FOR SALE OF REAL ESTATE

Upon consideration of the petition of Edmund D. Campbell, receiver herein, filed herein the 15th day of April, 1954, and of the other pleadings filed herein, it is by the Court this 16th day of April, 1954,

ORDERED, ADJUDGED and DECREED that the contract or agreement dated the 12th day of February, 1954, between Robert D. Marshall and George G. Cornwell, surviving last elected directors and officers of The Stone-Tex Corporation, parties of the first part, and William J. McWilliams, party of the second part, for the purchase by the party of the second part of that certain tract of land located in Anne Arundel County, Maryland, containing approximately 72 acres of land, a copy of said contract being attached as Exhibit "C" to the original petition filed in this cause, be and the same is hereby fully approved, ratified and confirmed; and it is

FURTHER ORDERED, ADJUDGED and DECREED that Edmund D. Campbell, as receiver in this cause, be and he is hereby authorized and directed to perform, on behalf of The Stone-Tex Corporation, the terms of said contract of sale on its part to be performed as seller, including the filing and prosecution of such Court action in the State of Maryland or elsewhere as he may deem necessary or advisable in order to set aside the pur-

ported tax sale of said real estate as described in the original petition filed herein, and to establish good record title to said real estate in The Stone-Tex Corporation, and upon the establishment of a good and marketable title for said real estate in The Stone-Tex Corporation and upon the compliance by the purchaser William J. McWilliams of the terms of sale on his part to be performed, to execute and deliver, on behalf of the corporation, a good and sufficient deed to said property to the said William J. McWilliams, or his nominee or nominees, the said receiver to receive and hold the purchase price for said property subject to further order of this Court.

Judge

Entered June 7th, 1954

Book 13, page 209

| | | |
|---|---|---|
| EDMUND D. CAMPBELL, Receiver for The Stone-Tex Corporation | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | FOR |
| | * | ANNE ARUNDEL COUNTY |
| ORPHIA WHITEFORD and ROLAND R. VANE | * | No. 11,085 - Equity |

* * * * *

D E C R E E

This cause standing ready for hearing and being submitted for decree with the written consent of counsel for all the parties hereunto appended, and the proceedings read and considered.

It is thereupon, this 3d day of March, 1955, by the Circuit Court for Anne Arundel County, Sitting in Equity, ADJUDGED, ORDERED and DECREED that the tax sale proceedings, entitled "In the Matter of the Tax Sale of the Land of Stone Tax Corporation" and docketed as Tax Sale #3087, and all conveyances thereunder be, and they are hereby, declared null and void and of no legal effect whatsoever.

And it is further ADJUDGED, ORDERED and DECREED that the legal title to the property described in the confirmatory deed from James K. Polk, Trustee, to The Stone-Tex Corporation, dated 4 February, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 11, folio 104, saving and excepting, however, the part thereof conveyed by The Stone-Tex Corporation to The Philadelphia, Baltimore and Washington Railroad Company by deed dated 5 February, 1919, and recorded among the Land Records aforesaid in Liber W.N.W. No. 11, folio 105, be, and it is hereby, declared to be vested in The Stone-Tex Corporation, and/or Robert D. Marshall and George G. Cornwell, surviving last elected directors and officers of The Stone-Tex Corporation, and/or Edmund D. Campbell,

54

Filed 3 Mar., 1955.

Receiver for The Stone-Tex Corporation, unaffected by said tax sale proceedings and conveyances thereunder.

And it is further ADJUDGED, ORDERED and DECREED that the complainant pay the costs of these proceedings.

Judge

C O N S E N T

We, the undersigned counsel of record for the complainant and respondents, hereby consent to the immediate passage of the foregoing decree.

McWilliams, Evans & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitors for Complainant

Charles E. Hogg
Ellicott City, Maryland
Solicitor for Respondents

Rouse and Morton
18 West Street
Annapolis, Maryland
Solicitors for Respondents

Filed 3 Mar. 1955

55

| | | |
|---|---|---|
| EDMUND D. CAMPBELL, Receiver for The Stone-Tex Corporation | * | IN THE |
| | * | CIRCUIT COURT |
| vs. | * | FOR |
| | * | ANNE ARUNDEL COUNTY |
| ORPHIA WHITEFORD and ROLAND R. VANE | * | No. 11,085 - Equity |
| | * | |

* * * * *

WAIVER OF GENERAL EQUITY RULE NO. 41

The provisions of General Equity Rule No. 41 are hereby waived.

McWilliams, Evans & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitors for Complainant

Charles E. Hogg
Ellicott City, Maryland
Solicitor for Respondents

Rouse and Morton
18 West Street
Annapolis, Maryland
Solicitors for Respondents

Filed 3 Mar. 1955.

| | | |
|---|---|---|
| EX PARTE | : | NO. 6776 EQUITY |
| IN RE: TRUST ESTATE OF | : | IN THE CIRCUIT COURT FOR |
| ROBERT L. WERNTZ | : | ANNE ARUNDEL COUNTY |

: : : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as No. 11 College Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot fronts on College Avenue twenty-two and fifteen one-hundredths (22.15) feet, and has a depth therefrom of approximately ninety-seven and six one-hundredths (97.6) feet.

THREE: That said lot or parcel of land is improved by a three-story brick and frame house, now divided into three apartments and rented to colored families. Said house is at this time in need of considerable repairs. It is located in a city block predominantly occupied by Negroes.

FOUR: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered professional engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A" a description of said lot or parcel of land prepared by the said J. R. McCrone, Jr., and it is prayed that said description be taken as a part hereof.

FIVE: That your Trustee has made efforts to sell this property for a considerable period of time and has received a number of offers therefor, the best of which was an offer of Four Thousand Seven Hundred Dollars ($4,700.00) from Edward B. Notis, Edith W. Notis, and Charles E. Davage.

SIX: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Edward B. Notis, Edith W. Notis, and Charles E. Davage, at and for the sum of Four Thousand Seven Hundred Dollars ($4,700.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit B", and prayed to be taken as a part hereof.

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit C", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report, except that attention is called to the fact that this Trust Estate does not own the house known as No. 11½ College Avenue which is mentioned in the letter of appraisal.

EIGHT: That the aforesaid sale was a private sale.

NINE: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Four Thousand Seven Hundred Dollars ($4,700.00) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle
Solicitor for Trustee
Robert W. Ogle

David S. Jenkins
Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 14th day of June, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

William D. Jenkins
Notary Public
My Commission expires May 1, 1953

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

SURVEYING ENGINEERING SUPERVISION DESIGNING



TELEPHONE 3323
HOME WEST RIVER 7032

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF NO.11 COLLEGE AVENUE, ANNAPOLIS,MD.

Beginning for the same at a point where the division wall between houses numbered 11 and 11½ College Avenue intersects the southeast side of said avenue; said point being located along the southeast side of said avenue, South 47° 33' West, 137.96 feet from the southwest curb line of Hanover Street; and running from thence and with the southeast side of College Avenue, North 47° 33' East, 22.15 feet to the division wall between Houses No.11 and No.9; thence with said division wall and a fence line, South 41° 50' East, 67.6 feet to a fence corner; thence with a line of fence, South 41° 50' East, 30 feet to the northwest line of the property occupied by French's Garage; thence with said line, South 45° 39' East, 24.5 feet to one of the northeast lines of the lot occupied by House No.11½; thence crossing the yard, North 45° 31' West, 47.6 feet to the corner of a shed attached to a two story brick house (No.11); thence with the lines of the shed and the division wall between House No.11 and House No.11½, the following five courses and distances:- North 43° 31' West, 8.6 feet; North 46° 25' East, 4.5 feet; North 41° 58' West, 11.5 feet; North 47° 38' East, 1.5 feet; and North 41° 42' West, 30.5 feet to the place of beginning.

Being all of the conveyance from Marie Holden to Robert Werntz by deed dated November 5, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 36, folio 304, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in March 1949 and described in May, 1951.

TRUSTEE'S "EXHIBIT A"

CONTRACT OF SALE—Form 19. LIBER 90 PAGE 365

**THIS AGREEMENT,** Made this 11th day of May nineteen hundred and Fifty-one, between

The Estate of Robert L. Wernitz, David S. Jenkins, Trustee

of the first part and

Edward B. Notis
Edith W. Notis
Charles E. Davage

of the second part.

**Witnesseth,** that the said part y of the first part do es hereby bargain and sell unto the said part ies of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Annapolis, Maryland.

All that plot of land with improvements known as 11 College Avenue

At and for the price of Four thousand seven hundred and no/100 ——Dollars, of which One hundred ——————————————— Dollars, have been paid prior to the signing hereof and the balance to be paid as follows:

Balance upon delivery of good and sufficient title within 60 days and upon ratification of the Court.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, to be paid or allowed for by the Vendor to date of delivery of deed and signing hereof. ~~nineteen hundred and~~

Time is the essence of this contract.

**Witness** our hands and seals.

TEST: Robert W. Ogle
Robert W. Ogle

Estate of Robert L. Wernitz [SEAL]

David S. Jenkins, Trustee [SEAL]

Edward B. Notis [SEAL]

Edith W. Notis [SEAL]

Charles E. Davage (SEAL)

TRUSTEE'S "EXHIBIT B"

COPY

CHARLES F. LEE
Realtor
LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

January 6, 1949

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate Properties on College Ave., Annapolis, Md.

We, the undersigned, have inspected these various properties and find their values to be as follows:

| | | |
|---|---|---|
| No. 7 College Ave. | | $2,800.00 |
| No. 9 " | " | 3,300.00 |
| No. 11 " | " | 4,500.00 |
| No. 6-8 " | " double house | 3,800.00 |
| No. 10 " | " | 2,000.00 |
| No. 14 " | " | 2,000.00 |
| No. 16 " | " | 2,000.00 |
| No. 18 " | " | 3,000.00 |
| No. 20 " | " | 3,000.00 |
| No. 26 " | " | 2,000.00 |
| No. 28 " | " | 3,750.00 |
| Lot approximately 106 x 168 ft. in rear of No. 10-14-16 18 and 20 with garages with alley entrance | | 2,000.00 |

You may be able to secure a much higher price on the above lot if it is sold in conjunction with the dwellings immediately adjacent and facing on College Avenue.

Respectfully submitted,

Carey L. Meredith

Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT C"

# ORDER NISI

LIBER 90 PAGE 367

EX PARTE,

IN RE TRUST ESTATE OF ROBERT L. WERNTZ

~~VERSUS~~

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 11 day of October, 1951, That the sale of the real estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. ~~Trustees~~ Werntz,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16 day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of November next.

The report states that the amount of sales to be $ 4,700.00.

John H. Hopkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE,

IN RE TRUST ESTATE OF ROBERT L. WERNTZ

~~VERSUS~~

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 1951, 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 [illegible]
Judge

LIBER 90 PAGE 368

OFFICE OF

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

## CERTIFICATE OF PUBLICATION

Annapolis, Md., November 29, 1951

We hereby certify, that the annexed Order Nisi

Sale - Equity No. 6776

Robert L. Werntz

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 16 day of November, 1951. The first insertion being made the 12 day of October, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Billie Falls

**ORDER NISI**

**IN THE CIRCUIT COURT**
**FOR ANNE ARUNDEL COUNTY**

No. 6,770 Equity

**EX PARTE, IN RE TRUST ESTATE OF ROBERT L. WERNTZ.**

Ordered, this 11th day of October, 1951, That the sale of the real estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

The report states that the amount of sales to be $4,700.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

n-7

Filed 27 Nov 1951

No. E. C. 699

EQUITY NO. 6776 / LIBER 90 PAGE 369

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EX PARTE,

IN RE TRUST ESTATE OF

ROBERT L. WERNTZ

Trustee's Report of Sale of No. 11 College Avenue, Annapolis, Maryland, Exhibits "A, B, and C", and ~~Court~~ Order nisi thereon.

Mr. Clerk:

Please file, etc.,

Robert W. Ogle

Solicitor for Trustee
Robert W. Ogle.

Filed 11 Oct., 1951.
Order Nisi filed 11 Oct., 1951.
Final order ½ Nov 27, 1951.

EX PARTE : NO. 6776

IN RE: TRUST ESTATE OF : IN THE CIRCUIT COURT FOR

ROBERT L. WERNTZ : ANNE ARUNDEL COUNTY

: : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land in the rear of Nos. 6, 8, 10, 14, 16, 18, and 20 College Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot or parcel of land has no improvements on it except some old corrugated iron garages which, because they have been standing for many years, are now in a dilapidated condition.

THREE: That said lot or parcel of land has been surveyed by J. R. McCrone, Jr., registered land surveyor and engineer, and a description of said lot as prepared by J. R. McCrone, Jr., appears in a contract of sale filed herewith as Trustee's "Exhibit A", and prayed to be taken as a part hereof.

FOUR: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Maurice Ogle and Anne G. Ogle, his wife, at and for the sum of Two Thousand Dollars ($2,000.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit A", and prayed to be taken as a part hereof.

FIVE: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit B", a letter of appraisal from two persons familiar with real estate values in

and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

SIX: That the aforesaid sale was a private sale.

SEVEN: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Two Thousand Dollars ($2,000.00) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Solicitor for Trustee
Robert W. Ogle

Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 15th day of October, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

Notary Public

My Commission expires May 1952.

# CONTRACT OF SALE

LIBER 90 PAGE 372

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

THIS AGREEMENT, Made this twenty fifth day of September

19 51, by and between David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz,

of the first part, hereinafter called Vendor, and Maurice Ogle and Anne G. Ogle, his wife,

of the second part, hereinafter called Vendees.

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

Beginning for the same at a pipe set in the southwest line of the conveyance from James Munroe and A. T. Brady, Trustees, to Robert L. Werntz, by deed dated July 6, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, folio 74; said pipe being located North 45 degrees 55' East, 130.22 feet along the northwest side of College Avenue from its intersection with the northeast side of King George Street and North 44 degrees 30' West, 80 feet along said southwest line to said place of beginning; and running from thence continuing with said southwest line, North 44 degrees 30' West, 115.72 feet to a nail in a 48 inch maple tree; thence with the northwest line of the Werntz property, North 44 degrees

(over)

As and for the price of Two Thousand Dollars, of which Two Thousand Dollars having been paid prior to the signing hereof ~~and the balance of said purchase price to be paid as follows:~~

And upon final ratification of this sale by the Circuit Court for Anne Arundel County in Equity,

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

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

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Joseph H Pepper

V. T. Sandrock

David S. Jenkins, Trustee (SEAL)

Maurice Ogle (SEAL)

Anne G. Ogle (SEAL)

(SEAL)

TRUSTEE'S "EXHIBIT A"

58' 30" East, 53 feet to a point on the southeast side of a shed, said point being at the southwesternmost corner of the conveyance from Robert L. Werntz to Mary A. Herwig and Hildegarde H. Dutton, by deed dated June 20, 1924 and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 92, folio 443; thence with the lines of said conveyance, North 81 degrees 21' 50" East, 14.27 feet to a pipe and North 45 degrees 41' East, 63.34 feet to a pipe set at the west corner of the conveyance from David Jenkins, Trustee for Robert Werntz to Anne G. Walsh, by deed dated March 5, 1951 and recorded among said Land Records in Liber J.H.H. 617, folio 222; thence with the lines of said conveyance, South 44 degrees 56' 30" East, 54 feet to a pipe and North 45 degrees 55' East, 20 feet to the southwest line of a conveyance to Albert France, by deed dated June 1, 1935 and recorded in Liber F.A.M. 142, folio 381; thence with said conveyance and with the rear of the properties facing on Hanover Street, South 44 degrees 56' 30" East, 54.87 feet to a pipe set in the rear line of No. 6 College Avenue; thence with the rear lines of Nos. 6,8, and 10 College Avenue, South 45 degrees 55' West, 44.13 feet to a pipe; thence with the southwest line of No. 10 College Avenue and the northeast side of an alley to be used in common, South 44 degrees 30' East, 80 feet to the northwest side of College Avenue; thence with the same, South 45 degrees 55' West, 15.74 feet to a point; thence with the northeast line of No. 14 College Avenue and the southeast side of said alley, North 44 degrees 30' West, 80 feet to a pipe; thence with the rear lines of Lots 14, 16, 18, and 20 College Avenue, South 45 degrees 55' West, 83.75 feet to the place of beginning.

Being part of the above mentioned conveyance from Munroe & Brady to Werntz, and part of the conveyance from George Adams to Robert Werntz, by deed dated August 10, 1920 and recorded in Liber W.N.W. 26, folio 387; and part of conveyance from James U. Dennis et al, Trustees, to Robert Werntz, by deed dated February 29, 1921 and recorded in Liber G.W. 94, folio 235; and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1951.

It being expressly understood between the parties hereto that the said David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, Vendor herein, for himself, his successors and assigns, reserves a right of way over the alley herein mentioned to the back yards of the properties known as No. 10 and No. 14 College Avenue.

*Contract of Sale*

BETWEEN

AND

LIBER 90 PAGE 374

COPY

**CHARLES F. LEE**
*Realtor*
Lee Building, Annapolis, Md.
PHONE 2461

January 6, 1949

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate Properties on College Ave., Annapolis, Md.

We, the undersigned, have inspected these various properties and find their values to be as follows:

| | | |
|---|---|---|
| No. 7 College Ave. | | $2,800.00 |
| No. 9 " | " | 3,300.00 |
| No. 11 " | " | 4,500.00 |
| No. 6-8 " | " double house | 3,800.00 |
| No. 10 " | " | 2,000.00 |
| No. 14 " | " | 2,000.00 |
| No. 16 " | " | 2,000.00 |
| No. 18 " | " | 3,000.00 |
| No. 20 " | " | 3,000.00 |
| No. 26 " | " | 2,000.00 |
| No. 28 " | " | 3,750.00 |
| Lot approximately 108 x 108 ft. in rear of No. 6-8-10-14-16 18 and 20 with garages with alley entrance | | 2,000.00 |

You may be able to secure a much higher price on the above lot if it is sold in conjunction with the dwellings immediately adjacent and facing on College Avenue.

Respectfully submitted,

Carey L. Meredith

Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT B"

LIBER 90 PAGE 375

# ORDER NISI

EX PARTE, IN RE TRUST ESTATE
OF ROBERT L. WERNTZ
~~XXXXX versus~~

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 23 day of October, 19 51, That the sale of the real estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of ~~Trustee~~, Robert L. Werntz,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 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 26 day of November next.

The report states that the amount of sales to be $ 2,000.00

Wm. J. Robinson, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE, IN RE TRUST ESTATE
OF ROBERT L. WERNTZ
~~versus~~

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of November, 19 51, 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

LIBER 90 PAGE 376

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 23, 1951

We hereby certify, that the annexed Order Nisi

No. 6776 Equity - Sale

Robert L. Werntz

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 26 day of November, 1951. The first insertion being made the 25th day of October, 1951

THE CAPITAL-GAZETTE PRESS, INC.

By Billie Faelo

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity
EX PARTE, IN RE TRUST ESTATE OF ROBERT L. WERNTZ

Ordered, this 23 day of October, 1951, That the sale of the REAL ESTATE IN THESE PROCEEDINGS MENTIONED, made and reported by DAVID S. JENKINS, Trustee in the Trust Estate of ROBERT L. WERNTZ, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 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 26 day of November next.

The report states that the amount of sales to be $2000.00.

JOHN H. HOPKINS, 2nd., Clerk
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk

N-15

No. MG. 1098

EQUITY NO. 6776 2

IN THE LIBER 90 PAGE 377

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EX PARTE

IN RE TRUST ESTATE OF

ROBERT L. WERNTZ

Trustee's Report of Sale of lot in rear of Nos. 6 through 20 College Avenue, Affidavit, Exhibits A and B, and ~~Court~~ Nisi Order thereon.

Mr. Clerk:

Please file, etc.,

Robert H. Fee

Solicitor for Trustee

Filed 23 Oct., 1951.

Order Nisi passed 23 Oct., 1951.

Final Order: Nov. 27, 1951

EX PARTE : NO. 6776

IN RE: TRUST ESTATE OF : IN THE CIRCUIT COURT FOR

ROBERT L. WERNTZ : ANNE ARUNDEL COUNTY

: : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land known as the "Service Station Property", located on the corner of King George Street and College Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot or parcel of land is improved by a building housing an office, rest rooms, and machinery used in conjunction with the service station.

THREE: That said lot or parcel of land has been surveyed by J. R. McCrone, Jr., registered land surveyor and engineer, and a description of said lot as prepared by J. R. McCrone, Jr., appears in a contract of sale filed herewith as Trustee's "Exhibit A", and prayed to be taken as a part hereof.

FOUR: That your Trustee has offered this property for sale and advertised the same in the "Evening Capital", a newspaper published in Anne Arundel County, asking those interested in purchasing said property to submit bids on or before June 30, 1951, and as a result of said advertisement your Trustee received three bids, the highest of which was submitted by Hunting Davis of Parole, Maryland. Letters submitting said bids to your Trustee are filed herewith as Trustee's "Exhibits B, C, and D", and prayed to be taken as a part hereof.

FIVE: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June,

1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Hunting Davis, at and for the sum of Eight Thousand Five Hundred and Fifty Dollars ($8,550.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit A", and prayed to be taken as a part hereof.

SIX: That your Trustee has attached hereto and prayed to be taken as a part hereof as Trustee's "Exhibit E", a letter of appraisal from two persons familiar with real estate values in and about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

SEVEN: That the aforesaid sale was a private sale.

EIGHT: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interests of this Trust Estate, and that the price of Eight Thousand Five Hundred and Fifty Dollars ($8,550.00) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle
Solicitor for Trustee
Robert W. Ogle

David S. Jenkins
Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 3 day of November 1951, before the subscriber, a notary public of the State of Maryland, in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert E. Wentz, and made oath in due form of law that the matters and facts therein set forth are true to the best of his knowledge and belief.
WITNESS: MY HAND AND NOTARIAL SEAL.

William L. Gladden
Notary Public.

LIBER 30 FOLIO 380

CONTRACT OF SALE

THIS AGREEMENT, Made this 2nd day of November 1951, by and between David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, of the first part, hereinafter called Vendor, and Hunting Davis, of the second part, hereinafter called Vendee.

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

Beginning for the same at a point at the intersection of the northwest side of College Avenue and the northeast side of King George Street thence running with the northeast side of King George Street North 44 degrees 30 minutes West, 43.82 feet to a pipe; thence leaving the street and running North 87 degrees 38 minutes East, 12.68 feet to a pipe; thence North 66 degrees 39 minutes East, 15.18 feet to a pipe; thence North 48 degrees 36 minutes East, 37.52 feet to a point; thence South 44 degrees 30 minutes East, 28.3 feet to a point on the northwest side of College Avenue; thence with the same, South 45 degrees 58 minutes West, 61.05 feet to the place of beginning.

Being part of the Werntz Estate, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in October, 1950; said property having been conveyed by Ferdinand Freytag to Robert L. Werntz, by deed dated November 26, 1889 and recorded among the Land Records of Anne Arundel County in Liber S.H. 36, folio 58.

At and for the price of Eight Thousand Five Hundred and Fifty Dollars ($8,550.00), of which Two Hundred and Fifty Dollars ($250.00) has been paid prior to the signing hereof, and the balance is to be paid upon the final ratification of this sale by the Circuit Court for Anne Arundel County in Equity.

And upon final ratification of this sale by the Circuit Court for Anne Arundel County in Equity, as aforesaid, a Deed for the property shall be executed by the Vendor at the Vendee's expense, which shall convey the property by a good and merchantable title to the Vendee, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

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

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

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Ellen J. Elliott

David S. Jenkins (Seal)
David S. Jenkins, Trustee

Ellen J. Elliott

Hunting Davis (Seal)
Hunting Davis

TRUSTEE'S "EXHIBIT A"

Parole, Maryland
June 30, 1951

* * * * * BID * * * * * *

This is my bid on the property described in the Evening Capital as a gasoline station located on the corner of King George Street & College Ave., in the City of Annapolis, Maryland.

This bid is valid only if a clear deed to the above property can be delivered, and that none of the property or building is on anothers land.

Bid price is $ ~~[illegible] Eight thousand, eight hundred and eighty dollars~~
8550 Eight thousand five hundred and fifty Dollars

Yours truly,

Hunting Davis

Hunting Davis
Parole, Md

TRUSTEE'S "EXHIBIT B"

Bid Number 1.

My bid on the Werntz' property located on the corner of King George Street and College Avenue and improved by a Gasoline Station is $7511 (Seventy-five hundred and eleven dollars).

John C. Eakens
18 Franklin Street
Annapolis, Maryland.

TRUSTEE'S "EXHIBIT C"

TELEPHONES {3225 2696

LIBER 90 PAGE 383

# GELHAUS MOTOR PARTS

LAFAYETTE AVENUE, ANNAPOLIS, MD.

*Automotive Parts, Supplies and Equipment*
*Complete Machine Shop Service*

June-30th-1951

Mr. David S. Jenkins, Trustee
Werntz Estate
Annapolis, Md.

Dear sir:

I hereby submit a bid in the amount of one thousand and fifty five dollars for the lot of land now used as a gasoline service station and situated on the corner of College Avenue and King George Street, Annapolis, Md.

Signed Elmer E. Gelhaus.

Elmer E. Gelhaus.

TRUSTEE'S "EXHIBIT D"

Your NAPA Jobber is a Good Man to Know!

CHARLES F. LEE
*Realtor*

LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461



June 26, 1951

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R.L.Werntz Estate
260 King George St.

We, the undersigned, have inspected the above property and find its value to be as follows:

Filling Station and lot - $8,500.00

Respectfully submitted,

Carey L. Meredith
Carey L. Meredith

Chas F. Lee, Jr.
Charles F.Lee, Jr.

Trustee's "Exhibit E"

LIBER 90 PAGE 385

# ORDER NISI

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 6 day of November, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of December next.

The report states that the amount of sales to be $ 8,550.00.

John H. Hopkins, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY.

Term, 19

ORDERED BY THE COURT, This 18th day of December, 1951, 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.

LIBER 90 PAGE 386

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., December 4, 1951

We hereby certify, that the annexed Order Nisi Sale - Equity 6776 Robert L. Werntz $8,550.00

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of December, 1951. The first insertion being made the 9th day of November, 1951.

THE CAPITAL-GAZETTE PRESS, INC.

By Bubie Fall

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6,776 Equity
EX PARTE IN RE: TRUST ESTATE
OF ROBERT L. WERNTZ

Ordered, this 6th day of November, 1951, That the sale of the Real Estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th 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.

n-20

No. E. C. 1574

Filed 17 Dec, 1951

NO. 6776 EQUITY

LIBER 90 PAGE 387

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EX PARTE

IN RE TRUST ESTATE OF

ROBERT L. WERNTZ

Report of Sale of property on corner of King George Street and College Avenue, known as "Service Station Property", affadavit, Exhibits "A, B, C, D, and E", and Court Order thereon.

Order Dec. 18, 1951

Mr. Clerk:

Please file,,etc.,

[signature]

Solicitor for Trustee

Filed 6 Nov., 1951.
Order Nisi filed 6 Nov., 1951.
Final Order filed 18 Dec., 1951.

EX PARTE : NO. 6776

IN RE: TRUST ESTATE OF : IN THE CIRCUIT COURT FOR

ROBERT L. WERNTZ : ANNE ARUNDEL COUNTY

: : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land improved by a two-story frame house, fronting on College Avenue and known as No. 28 College Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., registered engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a description of said property prepared by the aforesaid J. R. McCrone, Jr.

THREE: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Cecelia B. Green, at and for the sum of Three Thousand Seven Hundred and Fifty Dollars ($3,750.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit B", and prayed to be taken as a part hereof.

FOUR: That your Trustee has offered this property for sale for more than a year, and though other possible purchasers have been interested in the property, the above-mentioned purchase price is the best offer received by your Trustee.

FIVE: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit C", a photostatic copy of a letter of appraisal from two persons familiar with real

estate values in the about Annapolis and Anne Arundel County, and familiar with the property described in this Report.

SIX: That the aforesaid sale was a private sale.

SEVEN: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Three Thousand Seven Hundred and Fifty Dollars ($3,750.00) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle
Solicitor for Trustee
Robert W. Ogle

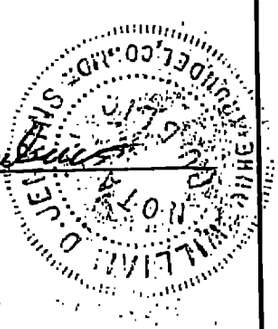
David S. Jenkins
Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 29th day of December, 1951, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

William D. Jenkins
Notary Public
William D. Jenkins



SURVEYING LIBER 90 PAGE 390 ENGINEERING SUPERVISION DESIGNING

TELEPHONE 3323
HOME 8-2244

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

DESCRIPTION OF NO.28 COLLEGE AVENUE, ANNAPOLIS - PART OF WERNTZ ESTATE

Beginning for the same at a pipe set on the northwest side of College Avenue where the center line of an alley leading to the rear of House Numbers 26 and 28, intersects said Avenue; said point also being located North 45° 55' East, 79.7 feet from where the northwest side of College Avenue intersects the northeast side of King George Street; and running from thence and with the northwest side of College Avenue, South 45° 55' West, 18.67 feet to the rear of a Filling Station Lot; thence with the same and the southwest side of House No.28, North 44° 30' West, 28.3 feet; thence leaving said Filling Station Lot and still with the southwest side of House No.28, North 44° 30' West, 6.7 feet; thence North 45° 30' East, 1 foot and North 44° 30' West, 19.9 feet to the rear of No.262 King George Street; thence with the rear of the same, North 23° 24' East, 18.5 feet, more or less, to intersect the center line of the above mentioned alley; thence with the same, with use in common, South 44° 30' East, 61.98 feet to the place of beginning.

Being known as No.28 College Avenue and being part of the conveyance from Ferdinand Freytag to Robert L. Werntz, by deed dated November 26, 1889 and recorded ampng the Land Records of Anne Arundel County in Liber S.H. 36, folio 59, and as surveyed by J. R. McCrone, Jr. Registered Professional Engineer and Land Surveyor in October, 1951

TRUSTEE'S "EXHIBIT A"

LIBER 90 PAGE 391

# CONTRACT OF SALE

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

THIS AGREEMENT, Made this 26th day of November 19 51, by and between David B. Jenkins, Trustee, Estate of Robert L. Wernty of the first part, hereinafter called Vendor, and Cecelia B Green of the second part, hereinafter called Vendee

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

all of that property known as #28 College Avenue in Annapolis, Maryland and described on plat of J. R. McRone dated September 1951 and entitled "Survey Wernty Property".

At and for the price of Three Thousand Seven Hundred Fifty and no/100 Dollars, of which Fifty Dollars having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Three thousand seven hundred dollars to be paid upon ratification of the sale by the Court and the transfer of the property under good and sufficient title.

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

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

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

The Vendor hereby agrees to pay to, none the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., and that the entire deposit hereinabove referred to shall be held by the Broker until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Robert W. Ogle
Robert W. Ogle

Mrs Elizabeth C Watkins
Mrs Elizabeth C. Watkins

Estate of Robert L. Wernty
David B. Jenkins, Trustee (SEAL)
David S. Jenkins

Cecelia B. Green (SEAL)
Cecelia B. Green

(SEAL)

(SEAL)

TRUSTEE'S "EXHIBIT B"

LIBER 90 PAGE 392

COPY

**CHARLES F. LEE**
*Realtor*

LEE BUILDING, ANNAPOLIS, MD.
PHONE 2461

January 6, 1949

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins: Re: R. L. Werntz Estate Properties on College Ave., Annapolis, Md.

We, the undersigned, have inspected these various properties and find their values to be as follows:

| | | |
|---|---|---|
| No. 7 College Ave. | | $2,800.00 |
| No. 9 " | " | 3,300.00 |
| No. 11 " | " | 4,500.00 |
| No. 6-8 " | " double house | 3,800.00 |
| No. 10 " | " | 2,000.00 |
| No. 14 " | " | 2,000.00 |
| No. 16 " | " | 2,000.00 |
| No. 18 " | " | 3,000.00 |
| No. 20 " | " | 3,000.00 |
| No. 26 " | " | 2,000.00 |
| No. 28 " | " | 3,750.00 |
| Lot approximately 108 x 168 ft. in rear of No. 6-8-10-14-16 18 and 20 with garages with alley entrance | | 2,000.00 |

You may be able to secure a much higher price on the above lot if it is sold in conjunction with the dwellings immediately adjacent and facing on College Avenue.

Respectfully submitted,

Carey L. Meredith

Charles F. Lee, Jr.

TRUSTEE'S "EXHIBIT C"

LIBER 90 PAGE 393

# ORDER NISI

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

~~XXXXXX~~

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 29 day of February, 19 52, That the sale of the Real Estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. ~~Trustees~~ Werntz,

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

The report states that the amount of sales to be $ 3,750.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

~~XXXXXX~~

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19.

ORDERED BY THE COURT, This 12th day of April Friday, 1952, 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
A. J.

LIBER 90 PAGE 394

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

**Legal Notice**

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

No. 6,776 Equity

EX PARTE IN RE: TRUST ESTATE OF ROBERT L. WERNTZ.

Ordered, this 29th day of February, 1952, That the sale of the Real Estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Rubert L. Werntz, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd 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 3rd day of April next.

The report states that the amount of sales to be $3,750.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-24

Annapolis, Md., April 10, 1952

We hereby certify, that the annexed Order Nisi

No. 6,776 Equity

Robert L. Werntz

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 April, 1952. The first insertion being made the 3rd day of March, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bessie L. Carlson

No. E. C. 6348

Filed 12 April 1952

EQUITY NO. 8776

LIBER 90 PAGE 395

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

---

EX PARTE

IN RE TRUST ESTATE OF

ROBERT L. BERNTZ

---

Trustee's Report of Sale of No. 28 College Avenue, Exhibits "A, B, and C", and Order Nisi thereon. Feb 29 1952

Mr. Clerk:

Please file, etc.

Solicitor for Trustee

Filed 29 Feb., 1952.
Order Nisi ffd. 29 Feb., 1952.
Final Order 1 Apr. 12, 1952

EX PARTE : EQUITY NO. 6776

IN RE: TRUST ESTATE OF : IN THE CIRCUIT COURT FOR

ROBERT L. WERNTZ : ANNE ARUNDEL COUNTY

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

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land fronting on College Avenue and known as No. 14 College Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot or parcel of land is improved by a two-story frame house, said house being one section of a double house.

THREE: That said house is an old house and in need of repairs at this time.

FOUR: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a description of said property prepared by the aforesaid J. R. McCrone, Jr.

FIVE: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Phillip VanHorn Weems and Margaret Thackery Weems, his wife, at and for the sum of Two Thousand Dollars ($2,000), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit B", and prayed to be taken as a part hereof.

SIX: That your Trustee on January 6, 1949 had this property appraised by two persons familiar with real estate

values in and about Annapolis and Anne Arundel County and familiar with the property described in the report. Thereafter and until September 1952 he made numerous efforts to sell this property. Finally receiving in September 1952 the purchase price as set forth above from the above mentioned purchasers. A letter of appraisel is filed herewith as Trustee's "Exhibit C" and prayed to be taken as a part hereof.

SEVEN: That the aforesaid sale was a private sale.

EIGHT: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of the Trust Estate, and that the price of Two Thousand Dollars ($2,000) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle
Solicitor for Trustee
Robert W. Ogle

David S. Jenkins
Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 4th day of ~~November~~ December, 1952 before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

William D. Jenkins
Notary Public
My Com. Expires May 1953

DESCRIPTION OF NO.14, COLLEGE AVENUE, ANNAPOLIS - PART OF WERNTZ ESTATE

Beginning for the same at a point on the northwest side of College Avenue where the division line between House No.16 and House No.14 intersects said avenue; said point being North 45° 55' East, 199.76 feet along College avenue from where the northwest side of the same intersects the northeast side of King George Street; and running from thence, leaving College Avenue, North 44° 30' West, 80 feet to a pipe; thence with the rear l ne of the herein described lot, North 45° 55' East, 14.3 feet to a pipe on the southwest side of an alley; thence with said alley, South 44° 30' East, 80 feet to the northwest side of College Avenue; thence with the same, South 45° 55' West, 14.3 fe t to the place of beginning.

Being known as House No.14 College Avenue, and being part of the conveyance from George Adams to Robert L. Werntz and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in February, 1949 and described in September, 1951.

Trustee's "Exhibit A"

CONTRACT OF SALE—Form 19. LIBER 90 PAGE 399

**THIS AGREEMENT,** Made this 29th day of October

nineteen hundred and fifty two, between

Estate of Robert L. Werntz
David S. Jenkins, Trustee

of the first part

P. V. H. Weems
and
Margaret T. Weems his wife

of the second part.

**Witnesseth,** that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in The City of Annapolis, Maryland.

14 College Avenue

At and for the price of Two Thousand ——— Dollars,
of which Two Hundred ——— Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

$1800 upon signing of deed

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes,

to be paid or allowed for by the Vendor to , nineteen hundred and

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Robert M. Gill

Estate of Robert L. Werntz [SEAL]
David S. Jenkins, Trustee [SEAL]
P. V. H. Weems [SEAL]
Margaret T. Weems [SEAL]

Trustee's "Exhibit B"

January 6, 1949

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins:

Re: R. L. Werntz Estate Properties on College Ave., Annapolis, Md.

We, the undersigned, have inspected these various properties and find their values to be as follows:

| | |
|---|---|
| No. 7 College Ave. | $2,800.00 |
| No. 9 " " | 3,300.00 |
| No. 11 " " | 4,500.00 |
| No. 6-8 " " double house | 3,800.00 |
| No. 10 " " | 2,000.00 |
| No. 14 " " | 2,000.00 |
| No. 16 " " | 2,000.00 |
| No. 18 " " | 3,000.00 |
| No. 20 " " | 3,000.00 |
| No. 26 " " | 2,000.00 |
| No. 28 " " | 3,750.00 |
| Lot approximately 108 x 108 ft. in rear of No. 10-14-16-6-8-18 and 20 with garages with alley entrance | 2,000.00 |

You may be able to secure a much higher price on the above lot if it is sold in conjunction with the dwellings immediately adjacent and facing on College Avenue.

Respectfully submitted,

Carey F. Meredith

Charles F. Lee, Jr.

Trustee's "Exhibit C"

LIBER 90 PAGE 401

# ORDER NISI

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 4 day of December, 1952, That the sale of the Real Estate In These Proceedings Mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 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 9 day of January next.

The report states that the amount of sales to be $ 2,000.00

John F. Jenkins, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

versus

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of February, 1953 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Urner
A. J.

LIBER 90 PAGE 402

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

## Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6,776 Equity
EX PARTE IN RE: TRUST ESTATE OF ROBERT L. WERNTZ

Ordered, this 4th day of December, 1952, That the sale of the Real Estate in These Proceedings Mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of January next.

The report states that the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-29

# CERTIFICATE OF PUBLICATION

Annapolis, Md. January 7th, 1953

We hereby certify, that the annexed Order Nisi-Sale Equity Number 6776 Robert L. Werntz Amount $2,000.00

was published in

*Evening Capital*

a newspaper published in the City of Annapolis. Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of January, 1953. The first insertion being made the 8th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 8855

By T. Green

Filed 16 Feb. 1953

EQUITY NO. 6776

LIBER 90 PAGE 403

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

---

EX PARTE

IN RE TRUST ESTATE OF

ROBERT L. WERNTZ

---

Trustee's Report of Sale of No. 14 College Avenue, Exhibits "A, B, and C" and Order Nisi thereon.
Order Feb 16, 1953

Mr. Clerk:

Please file, etc.

Robert D. Clark

Solicitor for Trustee

Filed 4 Dec., 1952.
Order Nisi passed 4 Dec. 1952. fd.
Final Order of Ratification Dec. 16/1953

| | | |
|---|---|---|
| EX PARTE | : | EQUITY NO. 6776 |
| IN RE: TRUST ESTATE OF | : | IN THE CIRCUIT COURT FOR |
| ROBERT L. WERNTZ | : | ANNE ARUNDEL COUNTY |

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land fronting on College Avenue and known as No. 16 College Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot or parcel of land is improved by a two-story frame house, said house being one section of a double house.

THREE: That said house is an old house and in need of repairs at this time.

FOUR: That your Trustee has had this lot or parcel of land surveyed by J. R. McCrone, Jr., a registered engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a description of said property prepared by the aforesaid J. R. McCrone, Jr.

FIVE: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Phillip VanHorn Weems and Margaret Thackery Weems, his wife, at and for the sum of Two Thousand Dollars ($2,000), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit B", and prayed to be taken as a part hereof.

SIX: That your Trustee on January 6, 1949 had this property appraised by two persons familiar with real estate

values in and about Annapolis and Anne Arundel County and familiar with the property described in the report. Thereafter and until September 1952 he made numerous efforts to sell this property. Finally receiving in September 1952 the purchase price as set forth above from the above mentioned purchasers. A letter of appraisel is filed herewith as Trustee's "Exhibit C" and prayed to be taken as a part hereof.

SEVEN: That the aforesaid sale was a private sale.

EIGHT: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of this Trust Estate, and that the price of Two Thousand Dollars ($2,000) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Solicitor for Trustee
Robert W. Ogle

Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 4 Th day of ~~November~~ December, 1952 before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

Notary Public

My Commission Expires May 1953

DESCRIPTION OF NO.16 COLLEGE AVENUE, ANNAPOLIS, PART OF RNTZ ESTATE

Beginning for the same at a pipe on the northwest side of College Avenue, said pipe being located North 45° 55' East, 186.78 feet from the intersection of the northwest side of College Avenue and the northeast side of King George Street; and running from said beginning point and leaving College Avenue North 44° 30' West, 80 feet to a pipe; thence with the rear of the lot herein described, North 45° 55' East, 14.45 feet to the division line between House No.16 and House No.14; thence with said division line and the party wall, South 44° 30' East, 80 feet to the northwest side of College Avenue; thence with the same, South 45° 55' West, 14.44 feet to the place of beginning.

Being known as No.16 College Avenue and being part of the conveyance from George Adams to Robert L. Werntz, by deed dated August 10, 1920 and recorded among the Land Records of Anne Arundel County in Liber G.N.W. 26, folio 387, and as surveyed by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in February, 1949 and described in September 1951.

Trustee's "Exhibit A"

LIBER 90 PAGE 407

CONTRACT OF SALE—Form 10.

**THIS AGREEMENT,** Made this 29th day of October nineteen hundred and fifty two. , between

Estate of Robert L. Werntz
David S. Jenkins, Trustee

of the first part

P. V. H. Weems
and
Margaret T. Weems his wife

of the second part.

**Witnesseth,** that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the City of Annapolis, Maryland

16 College Ave

At and for the price of Two Thousand ——— Dollars,
of which Two Hundred ——— Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

$1800 upon signing of deed

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes,

to be paid or allowed for by the Vendor to , nineteen hundred and

Time is the essence of this contract.

Witness our hands and seals.

TEST:

Robert W. Cogle

Estate of Robert L. Werntz [SEAL]
David S. Jenkins Trustee [SEAL]
P. V. H. Weems [SEAL]
Margaret T. Weems [SEAL]

Trustee's "Exhibit B"

January 6, 1949

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins:

Re: R. L. Werntz Estate Properties on College Ave., Annapolis, Md.

We, the undersigned, have inspected these various properties and find their values to be as follows:

| | | |
|---|---|---|
| No. 7 | College Ave. | $2,800.00 |
| No. 9 | " " | 3,300.00 |
| No. 11 | " " | 4,500.00 |
| No. 6-8 | " " double house | 3,800.00 |
| No. 10 | " " | 2,000.00 |
| No. 14 | " " | 2,000.00 |
| No. 16 | " " | 2,000.00 |
| No. 18 | " " | 3,000.00 |
| No. 20 | " " | 3,000.00 |
| No. 26 | " " | 2,000.00 |
| No. 28 | " " | 3,750.00 |
| Lot approximately 108 x 108 ft. in rear of No. 10-14-16-6-8-18 and 20 with garages with alley entrance | | 2,000.00 |

You may be able to secure a much higher price on the above lot if it is sold in conjunction with the dwellings immediately adjacent and facing on College Avenue.

Respectfully submitted,

Carey L. Meredith

Charles F. Lee, Jr.

Trustee's "Exhibit C"

LIBER 90 PAGE 409

# ORDER NISI

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 4 day of December, 1952, That the sale of the Real Estate In These Proceedings Mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate Trustees, of Robert L. Werntz

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 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 9 day of January next.

The report states that the amount of sales to be $ 2,000.00

John H. Hopkins, 2nd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ
versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of February, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Hudson
A. J.

LIBER --90 PAGE 410

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., January 12th, 1953

We hereby certify, that the annexed Order Nisi-Sale Equity Number 6776 Robert L. Wentz Amount $2,000.00

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of January, 1953. The first insertion being made the 8th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E. C. 8856

Filed, 16 Feb, 1953

## Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6,776 Equity

EX PARTE IN RE: TRUST ESTATE OF ROBERT L. WERNTZ

Ordered, this 4th day of December, 1952, That the sale of the Real Estate in These Proceedings Mentioned, made and reported by David S. Jenkins, Trustees in the Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th 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 9th day of January next.

The report states that the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-29

EQUITY NO. 6776 · 6

IN THE LIBER 90 PAGE 411

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EX PARTE

IN RE TRUST ESTATE OF

ROBERT L. WERNTZ

Trustee's Report of Sale of No. 16 College Avenue, Exhibits "A, B, and C", and Order Nisi thereon.

Order Feb 16, 1953.

Mr. Clerk:

Please file, etc.

Robert M Ogle

Solicitor for Trustee

Filed 4 Dec., 1952.
Order Nisi passed 4 Dec, 1952.
Final Order of Ratification: Feb 16, 1953

| | | |
|---|---|---|
| EX PARTE | : | EQUITY NO. 6776 |
| IN RE: TRUST ESTATE OF | : | IN THE CIRCUIT COURT FOR |
| ROBERT L. WERNTZ | : | ANNE ARUNDEL COUNTY |

: : : : : : : : : :

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is a lot or parcel of land fronting on College Avenue and known as Nos. 6 and 8 College Avenue in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

TWO: That said lot or parcel of land is improved by a two-story frame double house, the two units of which are known as house #6 and house #8.

THREE: That said Building is an old building and more than a year ago was severly damaged by fire. Your Trustee received from the insurance company the sum of $1,882.58 as a settlement for the damage done to this property.

FOUR: That because of the imminence of the final settlement of this estate, the severity of the damage to the property, and the low rental value thereof, your Trustee has not had the fire damage repaired.

FIVE: That your Trustee has had this lot or parcel of land surveyed b J. R. McCrone, Jr., a registered engineer and land surveyor, and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a description of said property prepared by the aforesaid J. R. McCrone, Jr.

SIX: That your Trustee, acting under authority of an Order passed in this Honorable Court on the seventeenth day of June, 1940, and subject to ratification by and the approval of this Honorable Court, has sold the above-mentioned property to Phillip VanHorn Weems and Margaret Thackery Weems, his wife,

at and for the sum of Two Thousand Dollars ($2,000.00), under the terms and conditions of a contract of sale filed herewith as Trustee's "Exhibit B", and prayed to be taken as a part hereof.

SEVEN: That your Trustee on January 6, 1949, and prior to the fire damage, had this property appraised by two persons familiar with real estate values in and about Annapolis and Anne Arundel County and familiar with the property described in the report. Thereafter and until September 1952 he made numerous efforts to sell this property. Finally receiving in September 1952 the purchase price as set forth above from the above mentioned purchasers. A letter of appraisel is filed herewith as Trustee's "Exhibit C" and prayed to be taken as a part hereof.

EIGHT: That the above mentioned purchase price of Two Thousand Dollars ($2,000.00), plus the sum of $1,882.58 which was received from the insurance company exceeds the value placed upon this property by the appraisers as shown in Trustee's "Exhibit C".

NINE: That the aforesaid sale was a private sale.

TEN: Your Trustee further reports that the sale was fairly made, that he verily believes that the sale of this property is to the best interest of the Trust Estate, and that the price of Two Thousand Dollars ($2,000.00) is a good and fair market price for the aforesaid property.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary hereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Solicitor for Trustee
Robert W. Ogle

Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 10th day of ~~November~~ DECEMBER, 1952 before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

Notary Public

My Commission

SURVEYING ENGINEERING SUPERVISION DESIGNING

LIBER 90 PAGE 415 TELEPHONE 3323
HOME 8-2244

J. R. McCRONE, JR.
ASSO. M. AM. SOC. C. E.
REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR
TOWNS-WORTH BUILDING • 150 SOUTH STREET
ANNAPOLIS, MARYLAND

# DESCRIPTION OF NOS. 6 & 8 COLLEGE AVENUE, ANNAPOLIS, MD.

## PART OF WERNTZ ESTATE

Beginning for the same at the east corner of the frame dwelling known as No.6 College Avenue, said point being located North 45° 55' East, 276.57 feet fron the intersection of the northwest side of College Avenue and the northeast side of King George Street; and running from said beginning point and with the north west side of College Avenue, South 45° 55' West, 30.17 feet to the east corner of building No.10 College Avenue; thence with the northeast line of said building, North 44° 30' West, 80 feet to a pipe; thence parallel to College Avenue, North 45° 55' East, 29.89 feet to a pipe set in a fence line; thence with said fence line and the northeast line of Building No.6, South 44° 56' 30" East, 80 feet to the place of beginning.

Being part of the first part of the conveyance from James Munroe to Robert Werntz, by deed dated July 6, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. 119, folio 74; and as described by J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor in November, 1952.

Trustee's "Exhibit A"

CONTRACT OF SALE—Form 10. LIBER 90 PAGE 416

**THIS AGREEMENT,** Made this 29th day of October nineteen hundred and Sixty-two, , between

Estate of Robert L. Werntz
David S. Jenkins, Trustee

of the first part

P.V.N. Weems
and
Margaret T. Weems, his wife

of the second part.

**Witnesseth,** that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the City of Annapolis, Maryland.

6 and 8 College Ave

At and for the price of Two Thousand ——— Dollars,
of which Two Hundred ——— Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

$1800 upon signing of deed

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes,

to be paid or allowed for by the Vendor to , nineteen hundred and

Time is the essence of this contract.

**Witness** our hands and seals.

TEST:

Robert W. Ogle

Estate of Robert L. Werntz [SEAL]
David S. Jenkins, Trustee [SEAL]
[SEAL]
Margaret T. Weems [SEAL]

Trustee's "Exhibit B"

January 6, 1949

Mr. David S. Jenkins
Annapolis, Md.

Dear Mr. Jenkins:

Re: R. L. Werntz Estate Properties on College Ave., Annapolis, Md.

We, the undersigned, have inspected these various properties and find their values to be as follows:

| | | |
|---|---|---|
| No. 7 | College Ave. | $2,800.00 |
| No. 9 | " " | 3,300.00 |
| No. 11 | " " | 4,500.00 |
| No. 6-8 | " " double house | 3,800.00 |
| No. 10 | " " | 2,000.00 |
| No. 14 | " " | 2,000.00 |
| No. 16 | " " | 2,000.00 |
| No. 18 | " " | 3,000.00 |
| No. 20 | " " | 3,000.00 |
| No. 26 | " " | 2,000.00 |
| No. 28 | " " | 3,750.00 |
| Lot approximately 108 x 108 ft. in rear of No. 10-14-16-6-8-18 and 20 with garages with alley entrance | | 2,000.00 |

You may be able to secure a much higher price on the above lot if it is sold in conjunction with the dwellings immediately adjacent and facing on College Avenue.

Respectfully submitted,

Carey J. Meredith

Charles F. Lee, Jr.

Trustee's "Exhibit C"

LIBER 90 PAGE 418

# ORDER NISI

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

versus

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 11 day of December, 1952, That the sale of the Real Estate In These Proceedings Mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of ~~Trustees,~~ Robert L. Werntz

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 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 14 day of January next.

The report states that the amount of sales to be $ 2,000.00

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE
IN RE: TRUST ESTATE OF
ROBERT L. WERNTZ

versus

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of February, 19 53, 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
A. J.

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

## Legal Notices

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity
EX PARTE IN RE: TRUST
ESTATE OF ROBERT L. WERNTZ

Ordered, this 11 day of December, 1952, That the sale of the Real Estate In These Proceedings Mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 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 14 day of January next.

The report states that the amount of sales to be $2,000.00.

JOHN H. HOPKINS, 3rd, Clerk.

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

J-2

# CERTIFICATE OF PUBLICATION

Annapolis, Md., January 10th, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 6776

Robert L. Werntz

"$2,000.00"

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of January, 1953. The first insertion being made the 12th day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E.C. 8875

Filed 16 Feb 1953

EQUITY NO. 6776 7

LIBER 90 PAGE 420

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

EX PARTE

IN RE TRUST ESTATE OF

ROBERT L. WERNTZ

Trustee's Report of Sale of Nos. 6 and 8 College Avenue, Exhibits "A,B, and C" and Order Nisi thereon. Order-Feb. 16, 1953

Mr. Clerk:

Please file, etc.

Robert M. Cole
Solicitor for Trustee

Filed 11 Dec., 1952.
Order Nisi passed 11 Dec., 1952.
Final order of Ratification 16 Feb. 16, 1953

| | | |
|---|---|---|
| EX PARTE | : | EQUITY NO. 6776 |
| IN THE MATTER OF THE | : | IN THE CIRCUIT COURT FOR |
| TRUST ESTATE OF ROBERT L. WERNTZ | : | ANNE ARUNDEL COUNTY |

To the Honorable, the Judges of said Court:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there are the following lots or parcels of land in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland.

(1) A lot or parcel of land known as Numbers 7 and 9 College Avenue, improved by two old framed houses now occupied by colored people.

(2) A lot or parcel of land known as Number 18 College Avenue, improved by an old frame house now occupied by colored people.

(3) A lot or parcel of land known as Number 20 College Avenue, improved by an old frame house now occupied by colored people.

(4) A lot or parcel of land known as Number 26 College Avenue, improved by an old frame house now occupied by colored people.

(5) A small lot or parcel of land located on Washington Street in the City of Annapolis. Said lot is an unimproved lot known as Number 114 Washington Street.

TWO: That your Trustee has for the past four years made frequent efforts to sell the above mentioned properties but has not been successful in obtaining adequate offers for them. And because of the imminence of the final settlement of this

Trust Estate, considered it desirable to sell these properties at public auction at the Anne Arundel County Court House door in Annapolis.

THREE: That your Trustee advertised these properties for sale at public auction in the Evening Capital, a newspaper published in the City of Annapolis, for a period of one month. Said sale was held on Tuesday, September 16th, 1952, beginning at 11 a.m. Your Trustee first offered the properties for sale individually and thereafter as a group. The highest bid was made by William B. Clatanoff for himself and his wife, Rebecca M. Clatanoff, to purchase the above named properties as a group for the sum of $8,225.00. The sum of $822.50 was deposited with your Trustee at the time of the sale.

FOUR: That your Trustee therefore, acting under the authority of an Order passed in this Honorable Court on the 17th day of June, 1940, and subjected to ratification by and the approval of this Honorable Court, has sold the above mentioned properties to William B. Clatanoff and Rebecca M. Clatanoff, his wife.

FIVE: That your Trustee has had these lots or parcels of land surveyed by J. R. McCrone, Jr., a registered engineer and land surveyor and has filed herewith as Trustee's "Exhibit A", and prays to be taken as a part hereof, a plat prepared by said J. R. McCrone, Jr., showing the lines and dimensions of lots Numbers 7 and 9 College Avenue; and as Trustee's "Exhibit B", and prays to be taken as a part hereof, a plat prepared by said J. R. McCrone, Jr., showing lines and dimensions of Numbers 18, 20 and 26 College Avenue; and as Trustee's "Exhibit C", and prays to be taken as a part hereof, a rough sketch of the lot known as Number 114 Washington Street, prepared for your Trustee by said J. R. McCrone, Jr.

SIX: That your Trustee prior to making any efforts to sell these properties had said properties appraised by two persons familiar with Real Estate values in and around Annapolis and Anne Arundel County and familiar with the properties described in this report of sale. A certificate of appraisal dated January 11th, 1943 with regard to the Washington Street property is filed herewith as Trustee's "Exhibit D", and prayed to be taken as part hereof. A letter of appraisal dated January 6, 1949 with regard to the College Avenue properties is filed herewith as Trustee's "Exhibit E", and prayed to be taken as a part hereof.

SEVEN: That it will be observed that the price brought by these properties is considerably less than their appraised value. However, this sale was fairly made and very well attended and your Trustee verily believes that the price brought at the sale is a good and fair price for the aforesaid properties, and that the sale of this property is to the best interest of the Trust Estate.

Now, therefore, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, Etc.

Robert W. Ogle

Solicitor for Trustee
Robert W. Ogle

David S. Jenkins

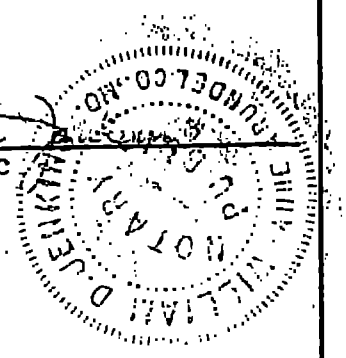
Trustee
David S. Jenkins

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 29th day of December, 1952 before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

Notary Public



January 11, 1943

We, the undersigned, being familiar with real estate values in and about Annapolis and Anne Arundel County, Maryland, are familiar with the property described in this Report of sale, and hereby certify that in our opinion Five hundred and ----00/100 is a fair and adequate price for said property.

Corey L. Meredith

Chas. F. Lee, Jr.

Thie property is a triangular lot, either forty-seven or fifty feet on Washington Street.

"TRUSTEE'S EXHIBIT D"

January 6, 1949

Mr. David S. Jenkins,
Annapolis, Maryland.

Dear Mr. Jenkins:

Re: R. L. Werntz Properties on College Ave., Annapolis, Md.

We, the undersigned, have inspected these various properties and find their values to be as follows:

| | |
|---|---|
| No. 7 College Ave. | $2,800.00 |
| No. 9 " " | 3,300.00 |
| No. 11 " " | 4,500.00 |
| No. 6-8 " " double house | 3,800.00 |
| No. 10 " " | 2,000.00 |
| No. 14 " " | 2,000.00 |
| No. 16 " " | 2,000.00 |
| No. 18 " " | 3,000.00 |
| No. 20 " " | 3,000.00 |
| No. 26 " " | 2,000.00 |
| No. 28 " " | 3,750.00 |
| Lot approximately 108 x 108 ft. in rear of No. 10-14-16-6-8-18 and 20 with garages with alley entrance | 2,000.00 |

You may be able to secure a much higher price on the above lot if it is sold in conjunction with the dwellings immediately adjacent and facing on College Avenue.

Respectfully submitted,

Carey L. Meredith

Carey L. Meredith

Charles F. Lee, Jr.

Charles F. Lee, Jr.

Trustee's "Exhibit E"

LIBER 90 PAGE 427

# ORDER NISI

EX PARTE
IN THE MATTER OF THE
TRUST ESTATE OF ROBERT L. WERNTZ

versus

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 6776 Equity

Ordered, this 29 day of December, 19 52, That the sale of the Real Estate In These Proceedings Mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of ~~Trustees~~, Robert L. Werntz

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of February next.

The report states that the amount of sales to be $ 8,225.00

John F. Robinson, Jr. Clerk.

True Copy,

TEST: Clerk.

(Final Order)

EX PARTE
IN THE MATTER OF THE
TRUST ESTATE OF ROBERT L. WERNTZ

versus

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 18th day of March finally, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Asc J.

LIBER 90 PAGE 428

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis. Md. February 7th 1953

We hereby certify, that the annexed

Order Nisi - Sale
Equity Number 6,776
In Re Robert L. Werntz
#8,225.00

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of February, 1953 The first insertion being made the 31st day of December, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K. Green

No. E.C. 9279

Filed 17 Dec 1953

## Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6,776 Equity

EX PARTE IN THE MATTER OF THE TRUST ESTATE OF ROBERT L. WERNTZ.

Ordered, this 29th day of December, 1952, That the sale of the Real Estate in These Proceedings Mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of February next.

The report states that the amount of sales to be $8,225.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-21

EQUITY NO. 6776 8

LIBER 90 PAGE 429

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

---

EX PARTE

IN THE MATTER OF THE

TRUST ESTATE OF

ROBERT L. WERNTZ

---

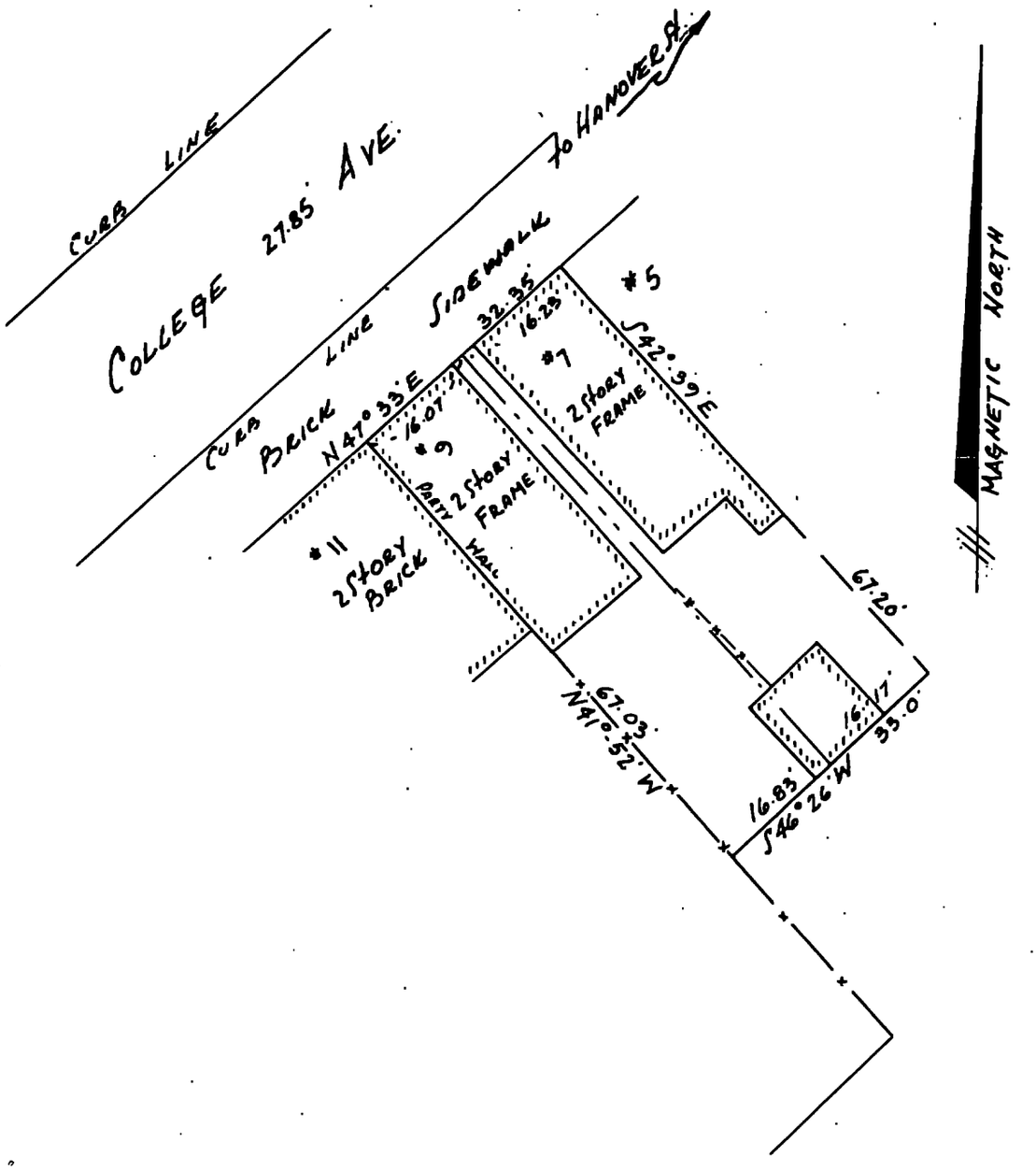
Trustee's Report of Sale of No. 7, 9, 18,20, 26, College Avenue, and 114 Washington Street, and Exhibits "D and E", and Order Nisi thereon.

---

Mr. Clerk:
Please file, etc.

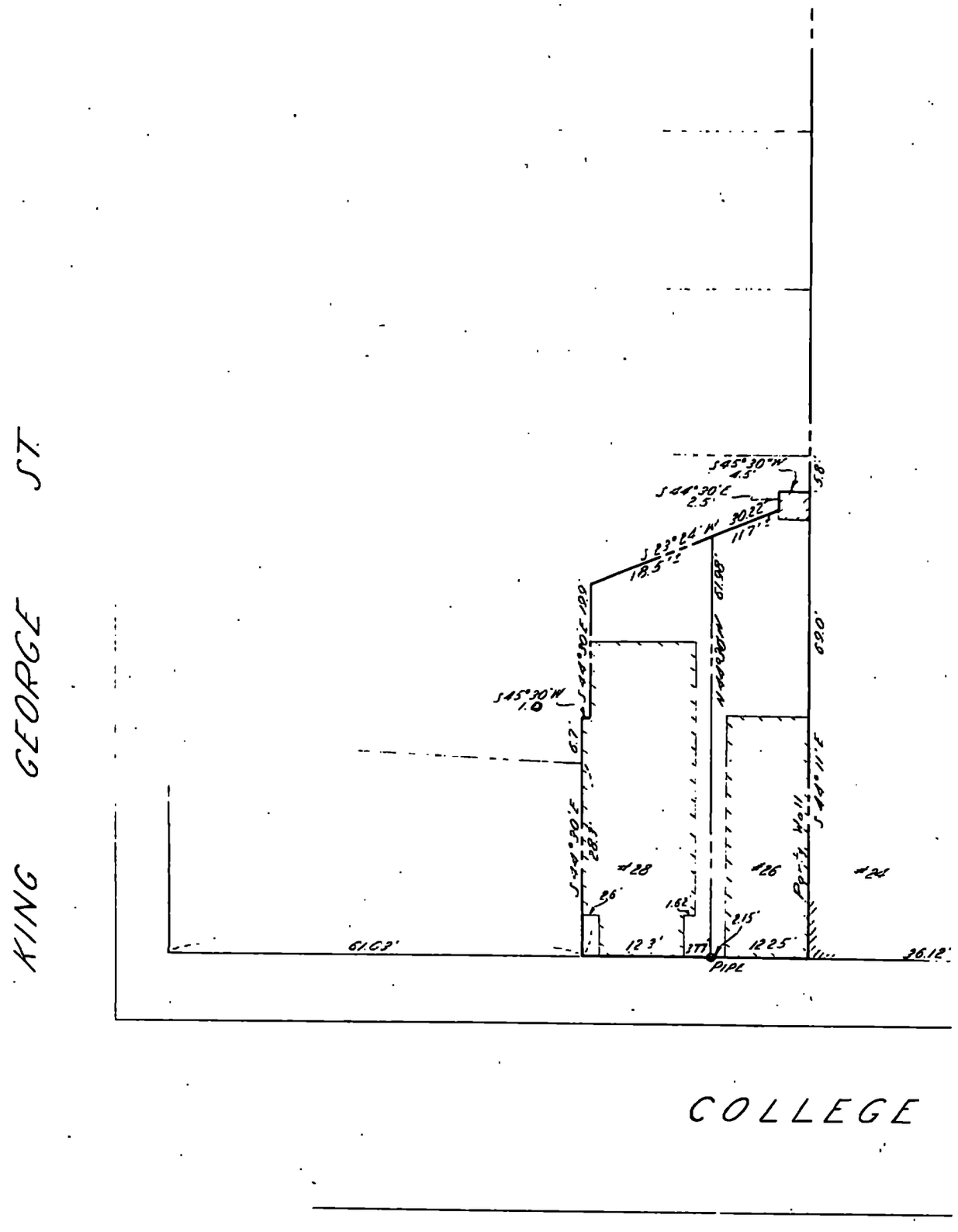
Robert D. Cole
Solicitor for Trustee

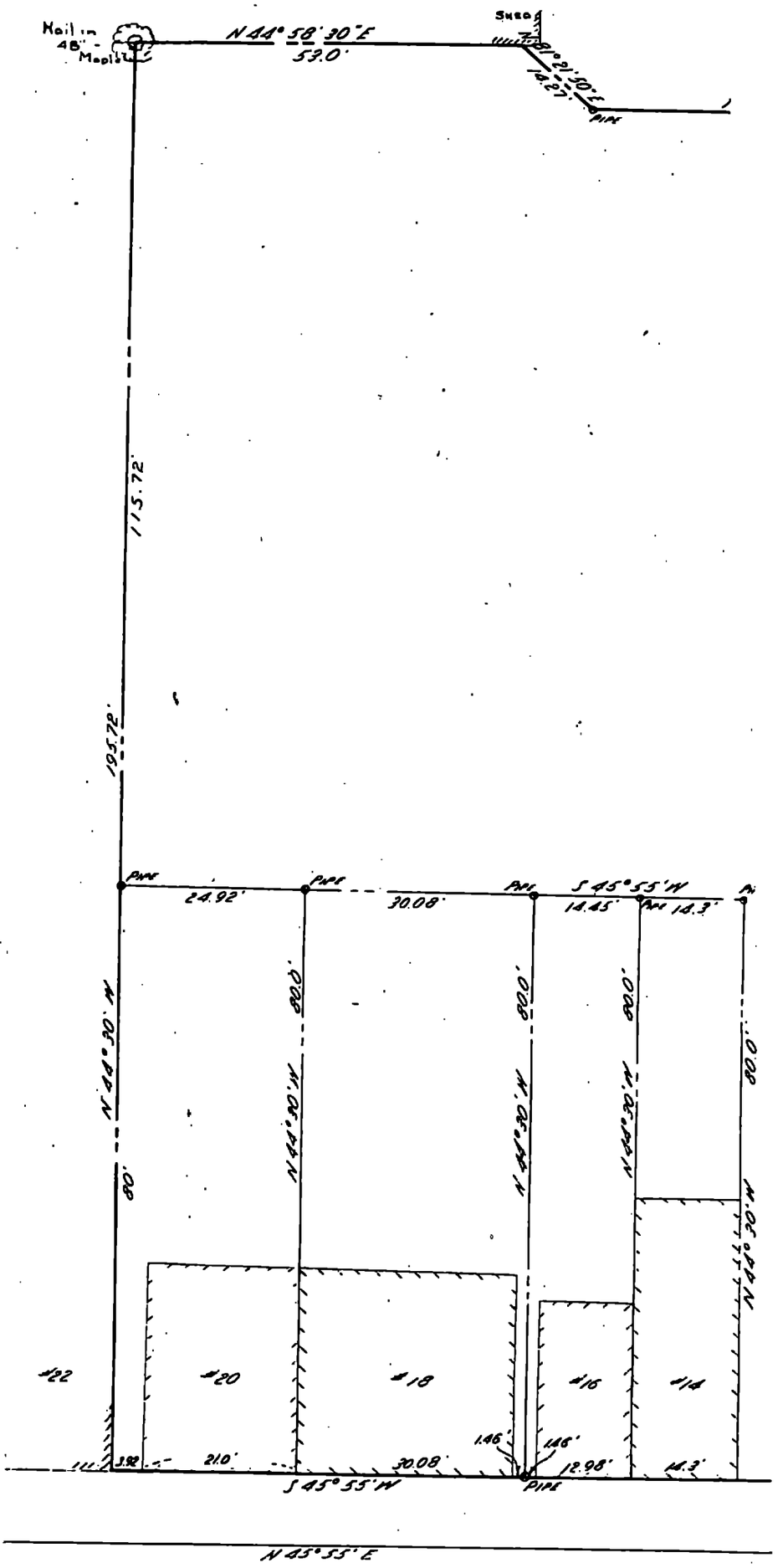
Filed 29 Dec., 1952.
Order Nisi passed 29 Dec., 1952.
Final order: March 18, 1953




| |
|---|
| SURVEY |
| of 7 & 9 COLLEGE AVENUE |
| ANNAPOLIS, MARYLAND |
| for WERNTZ ESTATE |
| Scale 1" = 20' Date 12/32 |
| J. R. McCRONE, Jr. |
| Registered Professional Engineer & Surveyor |
| Annapolis, Md. |

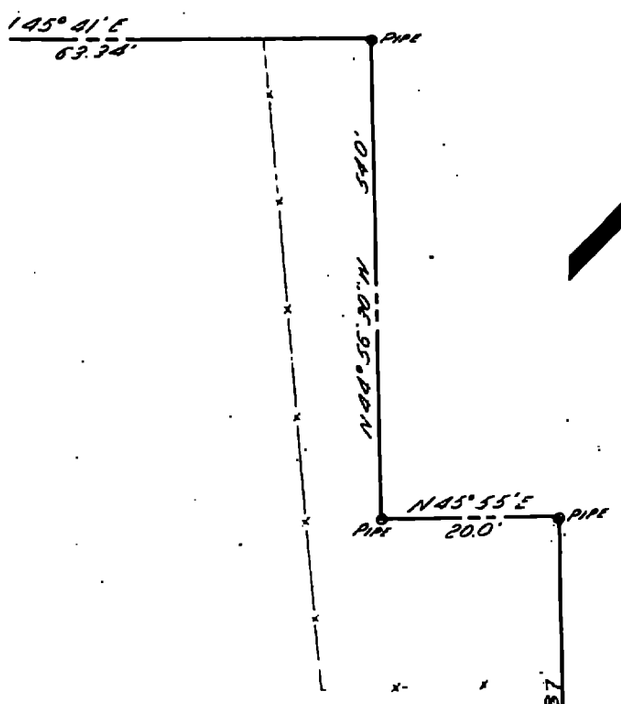
Trustees "Exhibit A"

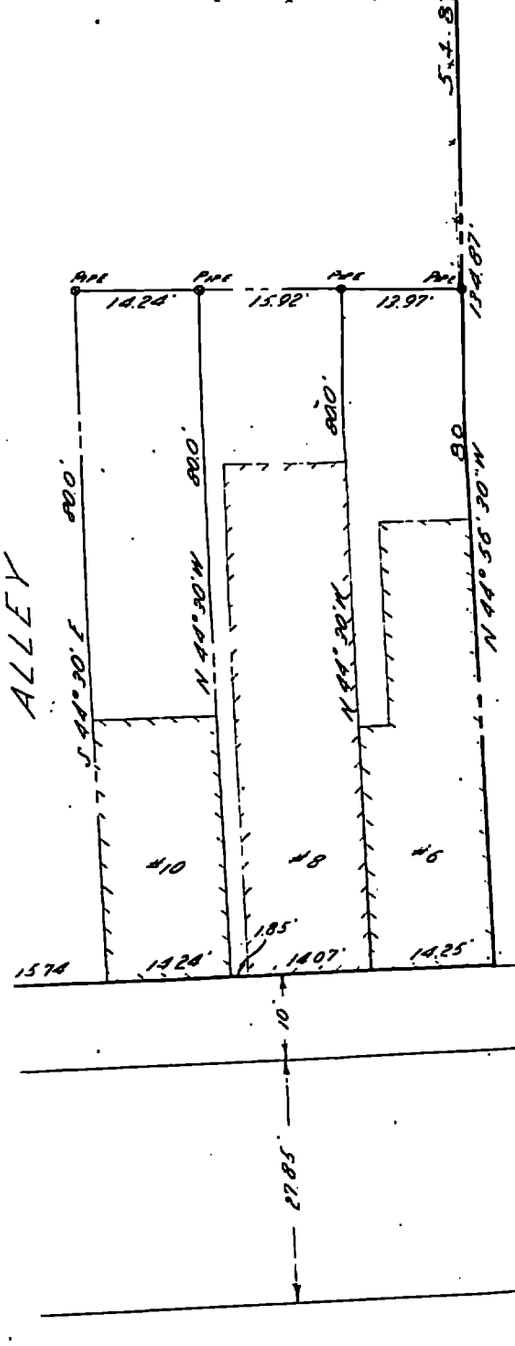

KING GEORGE ST.
COLLEGE
S45°30'W 4.5'
S44°30'E 2.5'
S23°24'W 30.22'
18.5'
117'
5.8'
S45°30'W 1.0
S44°30'E 19.9'
S44°30'W 61.98'
69.0'
6.7'
S44°30'E 28.3'
#28
#26
#24
Port Wall
S44°11'E
2.6'
1.62'
2.15'
61.63'
12.3'
3.77'
12.25'
36.12'
PIPE




Trustee's Exhibit B"

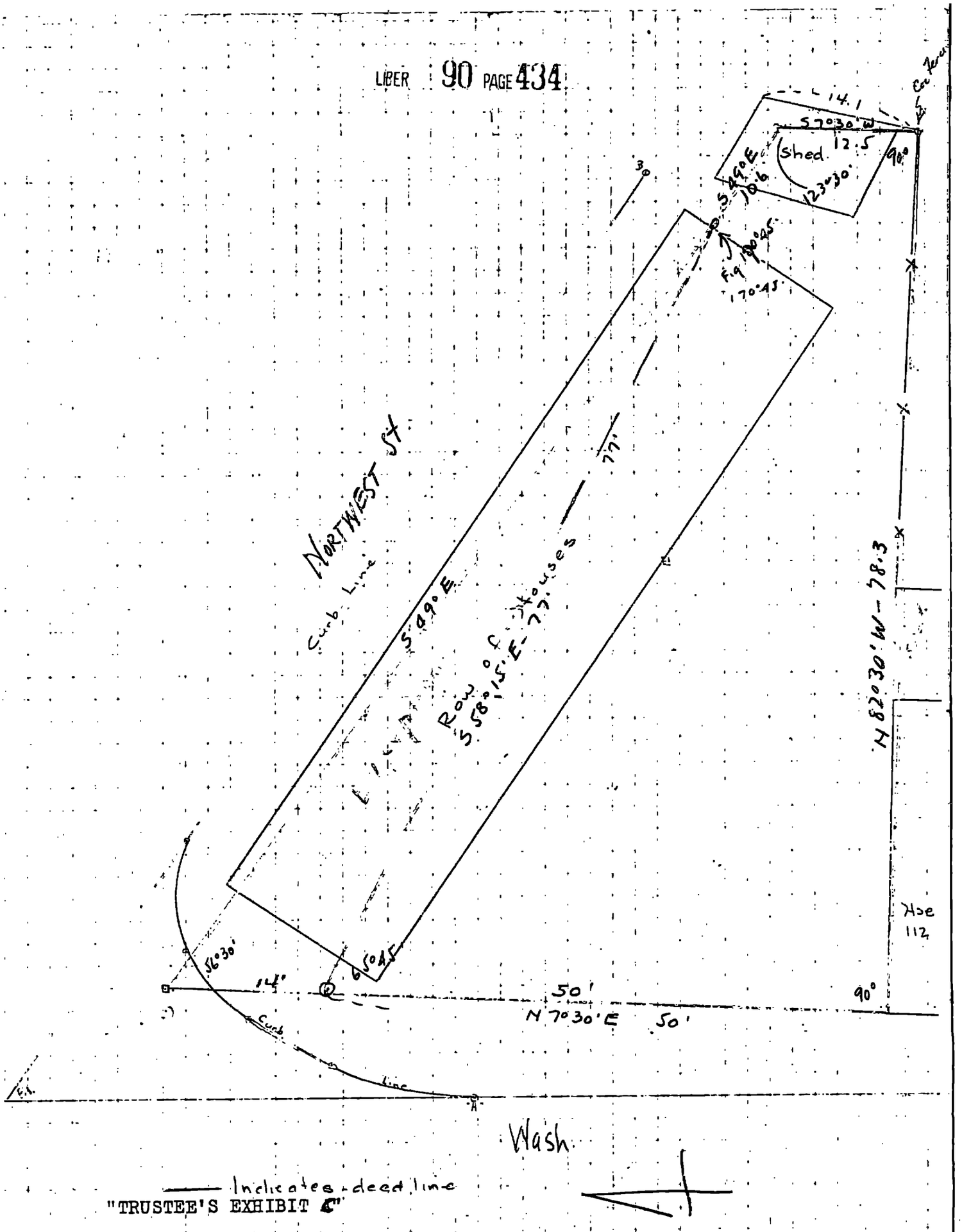
LIBER 90 PAGE 433




HANOVER ST.

SURVEY
WERNTZ PROPERTY
ANNAPOLIS, A.A. CO., MD.
SCALE: 1" = 20'
SEPT. 1951
J. R. McCRONE, JR.
ANNAPOLIS, MD.




—— Indicates deed line

"TRUSTEE'S EXHIBIT C"

EQUITY NO. 6776

LIBER 90 PAGE 435

IN THE

CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

---

EX PARTE

IN THE MATTER OF THE

TRUST ESTATE
OF

ROBERT L. WERNTZ

---

Trustee's "Exhibit A, B, and C", filed with Trustee's Report of sale of Numbers 7, 9, 19, 20 and 26 College Avenue, and 114 Washington Street.

---

Mr. Clerk:

Please file, etc.

Robert M. Ogle
Solicitor for Trustee

Filed 29 Dec, 1952.

EX PARTE : NO. 6776 EQUITY

IN THE MATTER OF TRUST ESTATE OF: IN THE CIRCUIT COURT FOR

ROBERT L. WERNTZ : ANNE ARUNDEL COUNTY

. . . . . .

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of David S. Jenkins, Trustee, in this Cause, under appointment and by the Order of this Honorable Court, respectfully shows:

ONE: That among the properties owned by this Trust Estate there is an equitable interest in a lot or parcel of land known as Lot No. 1, Block 6, on a plat on Franklim Manor Beach in the 8th election district of Anne Arundel County. Said plat being filed among the plat records of Anne Arundel County in Cabinet No. 2, Rod D-9, folio 349.

TWO: That the aforesaid lot is a corner lot fronting on Chesapeake Drive 50.23 feet, with a side on Essex Street 172.88 feet long. The rear of said lot is 50 feet wide, and the remaining side is 168.06 feet long.

THREE: That Robert L. Werntz, the Settlor of this Trust Estate, acquired this lot in the following manner:

On January 11, 1921, Maurice Ogle, Amy W. Ogle, his wife, and Robert L. Werntz, transferred the property known as Franklin Manor Beach to the Franklin Manor Beach Company by a deed dated January 11, 1921, and recorded among the land records of Anne Arundel County in Liber W. N. W. 36, folio No. 191. And this lot was part of the consideration to Robert L. Werntz for his interest in Franklin Manor Beach.

FOUR: That no mention is made of this lot in the deed from the Ogles and Werntz to the Franklin Manor Beach Company, nor does this lot appear to have been reserved to Robert L. Werntz in any of the land records of Anne Arundel County.

So far as your Trustee knows Robert L. Werntz never received a deed of this lot. However, the Franklin Manor Beach Company admits the ownership by this Trust Estate of an equitable interest in said lot.

FIVE: That John R. Fletcher, one of the officers of the Franklin Manor Beach Company, has offered to purchase the interest of this Trust Estate in said lot at and for the sum of fifteen hundred dollars ($1,500.00) under the terms of a contract of sale filed herewith as Trustee's "Exhibit B" and prayed to be taken as a part hereof.

SIX: That your Trustee acting under the authority and order passed in this Honorable Court on the 17th day of June, 1940, and subject to ratification by and approval of this Honorable Court, has sold the above mentioned property to John R. Fletcher under the terms and conditions of the contract of sale heretofore mentioned as Trustee's "Exhibit B".

SEVEN: That your Trustee has attached hereto and prays to be taken as a part hereof as Trustee's "Exhibit C" a letter of appraisel from two persons familiar with the real estate values in Anne Arundel County, and familiar with the property described in this report.

EIGHT: That from the year 1924 to date the Franklin Manor Beach Company has paid all taxes, dues and assements on aforesaid lot or parcel of land for and in behalf of this Trust Estate, in the total amount of $389.50, and your Trustee has agreed with John R. Fletcher to reimburse the Franklin Manor Beach Company for the taxes, dues and assements paid in behalf of this Trust Estate, out of the purchase price paid for the aforesaid lot or parcel of land.

NINE: That the aforesaid sale was a private sale.

**TEN:** Your Trustee further reports that the sale was fairly made, and that he verily believes that the sale of this property is to the best interest of this Trust Estate and that the price of Fifteen Hundred Dollars ($1,500.00) is a good and fair market price for the aforesaid property, particularly in view of the questionable status of the title to this property held by this Trust Estate.

NOW, THEREFORE, your Trustee prays Your Honors to pass an Order in the premises ratifying and confirming the sale as set forth in this Report and the Exhibits filed herewith, unless cause to the contrary thereof be shown on or before a day to be set by this Honorable Court.

AND AS IN DUTY BOUND, etc.

Robert W. Ogle
Solicitor for Trustee
Robert W. Ogle

David S. Jenkins
Trustee
David S. Jenkins

STATE OF MARYIAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 31st day of August, 1953, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Davis S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz, and made oath in due form of law that the matters and facts herein set forth are true to the best of his knowledge and belief.

WITNESS: MY HAND AND NOTARIAL SEAL.

Notary Public

My commission expires:

CHARLES F. LEE
*Realtor*

LEE BUILDING. ANNAPOLIS. MD.
PHONE 2461



July 29, 1953

Dr. David S. Jenkins
Annapolis
Maryland

Re: R. L. Werntz, Lot #1, Block #6
Plat of Franklin Manor Beach
Anne Arundel County, Maryland

Dear Mr. Jenkins:

We, the undersigned, have inspected the above lot and find its value to be $1,500.00.

Respectfully submitted,

Carey L. Meredith
Carey L. Meredith

Charles F. Lee, Jr.
Charles F. Lee, Jr.

Trustee's "Exhibit A"

SALES CONTRACT — MARYLAND

LIBER 90 PAGE 440

Blank No. 263

August 28, 1953

Received from John R. Fletcher

a deposit of Ten Dollars ($ 10.00 )

to be applied as part payment of the purchase of Lot One (1) in Block Six (6), ~~xxx~~ No. Franklin Manor Beach, Anne Arundel County, in the State of Maryland, upon the following terms of sale:

Total price of property FIFTEEN HUNDRED AND NO/100 Dollars ($ 1,500.00 ).

The purchaser agrees to pay Fifteen Hundred and no/100 Dollars ($ 1,500.00 )

cash at the date of conveyance, of which sum this deposit shall be a part.

~~The purchaser is to assume, give, take subject to, a first deed of trust recorded on the premises of~~ Property to be conveyed by The Franklin Manor Beach Company record owner, on order of the Circuit Court for Anne Arundel County, Md. ~~Dollars ($ ), due , 19 , bearing interest at the rate of per cent per annum, payable~~ arising out of Equity Cause No. 6776 in said Court, in the matter of Trust Estate of Robert L. Werntz. Out of said purchase price the sum of $389.50 is to be paid to The Franklin Manor Beach Co. as reimbursement for taxes, erosion benefit assessments and road maintenance fund payments advanced by said Company.

~~The balance of deferred purchase money is to be secured by deed of trust on said property to be paid in monthly installments of Dollars ($ ) or more, including interest at the rate of per cent per annum, each installment when so paid to be applied, first, to the payment of interest on the amount of principal remaining unpaid and the balance thereof credited to principal.~~

Trustees in all deeds of trust are to be named by the parties secured thereby.

The property is sold free of encumbrance except as aforesaid; title is to be good of record and in fact subject, however, to covenants, conditions and restrictions of record if any; otherwise said deposit is to be returned and sale declared off at the option of the purchaser, unless the defects are of such character that they may readily be remedied by legal action, but the seller and agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken by the seller promptly at his own expense, whereupon the time herein specified for full settlement by the purchaser will thereby be extended for the period necessary for such prompt action.

Rents, taxes, water rent, insurance and interest on existing encumbrances, if any, and operating charges are to be adjusted to the date of transfer. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the Treasurer of the County, except that assessments for improvements completed prior to the date hereof, whether assessment therefor has been levied or not, shall be paid by the seller or allowance made therefor at the time of transfer. If the property is serviced by the Washington Suburban Sanitary Commission, annual benefit charges of said Commission are to be adjusted to date of tranafer and assumed thereafter by purchaser.

Examination of title, tax certificate, conveyancing, notary fees and all recording charges, including those for purchase money trust, if any, are to be at the cost of the purchaser; provided, however, that if upon examination the title should be found defective the seller hereby agrees to pay the cost of the examination of the title and also to pay to the agent herein a commission hereinafter provided for just as though the sale had actually been consummated and all the terms of this contract complied with.

Within 40 days from the date of acceptance hereof by the owner, or as soon thereafter as a report on the title can be secured if promptly ordered, the seller and purchaser are required and agree to make full settlement in accordance with the terms hereof. If the purchaser shall fail so to do, the deposit herein provided for may be forfeited at the option of the seller, in which event the purchaser shall be relieved from further liability hereunder, or without forfeiting the said deposit the seller may avail himself of any legal or equitable rights which he may have under this contract. In the event of the forfeiture of the deposit, the seller shall allow the agent one-half thereof as a compensation for his services to him.

Settlement is to be made at the office of George E. Rullman (Name of Broker)

or at the Title Company searching the title, and deposit with the Title Company or with George E. Rullman (Name of Broker)

of the purchase money, the deed of conveyance for execution and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance of the terms hereof.

Seller agrees to execute the usual special warranty deed.

Property to be sold subject to an existing tenancy as follows: no tenancy - unimproved

Seller agrees to give possession at time of settlement, and in the event he shall fail so to do he shall become and be thereafter a tenant by the week of the purchaser and hereby waives all notice to quit and purchaser may proceed to recover possession of said premises under and by virtue of the provisions of the Laws of Maryland or by such proceedings as may be in use in like proceedings between landlord and tenant. (Strike one of the two foregoing sentences.)

The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the seller.

All notices of violations of local ordinances or requirements, issued by legal authority or prosecutions in any court on account thereof against or affecting the property at the date of the settlement of this contract shall be defended or complied with by the seller and the property conveyed free thereof. This provision shall survive the delivery of the deed hereunder, regardless of knowledge or notice of the same on the part of purchaser.

The seller agrees to pay to no broker (Name of Broker)

his agent, a commission amounting to $ none and the Title Company, or the Real Estate Office, through which settlement is made is hereby authorized and directed to make deduction of the aforesaid commission from the proceeds of the sale and to make payment thereof to the said agent. Entire deposit to be held by David S. Jenkins, Trustee (Name of Broker) until settlement hereunder is made.

The principals to this contract mutually agree that it shall be binding upon their respective heirs, executors, administrators or assigns.

This contract, made in triplicate, when ratified by the seller contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements or representations, oral or written, not herein contained.

Agent.

*We, the undersigned, hereby ratify, accept and agree to the above memorandum of sale and acknowledge it to be our contract.*

*Property is to be conveyed in the name of*

August 28, 19 53 John R. Fletcher Purchaser.

August 28, 19 53 David S. Jenkins, Trustee, in the matter of Trust Estate of Robert L. Werntz. Seller.

Trustee's "Exhibit B"

LIBER 90 PAGE 441

# ORDER NISI

EX PARTE, IN THE MATTER OF
TRUST ESTATE OF ROBERT L. WERNTZ

versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 6776 Equity

Ordered, this 1 day of September, 1953, That the sale of the real estate in these proceedings mentioned, made and reported by David S. Jenkins, Trustee in the Trust Estate of Robert L. Werntz,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2 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 2 day of October next.

The report states that the amount of sales to be $1,500.00

John H. Hopkins, 3rd, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

EX PARTE, IN THE MATTER OF
TRUST ESTATE OF ROBERT L. WERNTZ

versus

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 2nd day of October, 1953, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

LIBER 90 PAGE 442

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 6770 Equity

EX PARTE, IN THE MATTER OF TRUST ESTATE OF ROBERT L. WERNTZ

Ordered, this 1st day of September, 1953, That the sale of the real estate in these proceedings mentioned, made and reported by DAVID S. JENKINS, Trustee in the Trust Estate of Robert L. Werntz, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 2nd 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 2nd day of October next.

The report states that the amount of sales to be $1,500.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd, Clerk.

# CERTIFICATE OF PUBLICATION

Annapolis, Md., October 8, 1953

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 6770

Robert L. Werntz

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of October, 1953. The first insertion being made the 3rd day of September, 1953.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

No. E. C. 9546

Filed 22 Oct, 1953

EQUITY 6776 10

LIBER 90 PAGE 443

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

EX PARTE, IN THE MATTER OF

TRUST ESTATE
OF
ROBERT L. WERNTZ

Trustee's Report of Sale of Lot #1, Block 6, Franklin Manor Beach, Anne Arundel County, Exhibits "A,B & C", and Order Nisi thereon.

Order: Oct. 22, 1953.

Mr. Clerk:

Please file, etc.

Robert W. Ogle

Robert W. Ogle
Solicitor

Filed 1 Sept, 1953.

Final Order fd. 22 Oct, 1953

FILED

THE DAILY RECORD CO., BALTIMORE 3, MD.

*In the Case of*

Ex Parte
In the Matter of the
Trust Estate
~~of~~
of
Robert L. Werntz

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 6776 Equity

*To the Honorable, the Judges of said Court:*

The Auditor reports to the Court that ~~he~~she has examined the proceedings in the above entitled cause, and from them~~he~~she has stated the within account, the same being a final corpus distribution account.

March 7, 1955

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. Ex Parte, In the Matter of the Trust Estate of ROBERT L. WERNTZ in ac.

| | | | | |
|---|---|---|---|---|
| To Trustee for Commissions on Sales of Real Estate (Schedule C) | 1,308 | 75 | 1,308 | 75 |
| To Trustee for Court costs, viz: | | | | |
| Clerk of Court - final Court costs | 100 | 00 | | |
| Auditor - stating this account | 450 | 00 | 550 | 00 |
| To Trustee for Expenses, viz: | | | | |
| Capital-Gazette Press - order nisi on Auditor's Account | 6 | 00 | 6 | 00 |
| To Trustee for Expenses in Connection with Sales of Real Estate, viz: | | | | |
| Robert Ogle - legal services rendered in connection with liquidation of Corpus (Order 9/2/53) | 3,500 | 00 | | |
| Capital-Gazette Press - advertising sales and publishing orders nisi (Schedule C) | 134 | 68 | | |
| Cost of surveys of various properties (Schedule C) | 55 | 00 | | |
| Federal and State documentary stamps (Schedule D) | 37 | 95 | | |
| Miscellaneous Expenses - (Schedule D) | 297 | 50 | 4,025 | 13 |
| To Trustee for Refunds (Schedule D) | 150 | 00 | 150 | 00 |
| To Trustee for Income Taxes paid on Corpus Profits (Schedule D) | 14,222 | 31 | 14,222 | 31 |
| CORPUS | | | | |
| BALANCE FOR DISTRIBUTION $97,185.86 | | | | |
| To Trustee for Distribution fee allowed by Order of 6/26/54, viz: | | | | |
| One-half of 1% on $210,000.00 previously distributed 1,050.00 | | | | |
| One-half of 1% on $97,185.86 485.93 | | | | |
| 1,535.93 | 1,535 | 93 | 1,535 | 93 |
| NET BALANCE FOR DISTRIBUTION $95,649.93 | | | | |
| Distributed to the legatees of Robert L. Werntz (Order 12/8/54) viz: | | | | |

| | | | | |
|---|---|---|---|---|
| A. One-half thereof to heirs and next of kin of Robert L. Werntz - $ 47,824.97 | | | | |
| Less | | | | |
| Collateral inheritance tax due (See Schedule E) 466.45 | | | | |
| Balance distributed to heirs and next of kin, viz: $ 47,358.52 | | | | |
| (1) To Estate of Amy W. Ogle, niece (who died subsequent to testator- Will probated 3/4/40) - one-fifth | 9,471 | 70 | | |
| (2) To Estate of Mazie Werntz Johnson, niece (who died subsequent to testator) - one-fifth | 9,471 | 70 | | |
| (3) To Annie Baughan, niece - one-fifth | 9,471 | 70 | | |
| (4) To William Werntz, nephew - one-fifth | 9,471 | 70 | | |
| (5) To Heirs of Wilbur Werntz, brother, (who died prior to testator), viz: | | | | |
| (a) To Mary Werntz Bryant, widow of Wilbur Werntz - one-fifteenth | 3,157 | 24 | | |
| (b) To Maude Riffert Werntz, widow of Wilbur Franklin Werntz, son of Wilbur Werntz - two-forty-fifths | 2,104 | 83 | | |
| (c) To Thelma Werntz McKenzie, daughter of Wilbur F. Werntz - four one hundred and thirty-fifths | 1,403 | 21 | | |
| (d) To Marian Werntz, daughter of Wilbur F. Werntz - four-one hundred and thirty-fifths | 1,403 | 22 | | |
| (e) To Maude Werntz Bowden, daughter of Wilbur F. Werntz - four one-hundred and thirty-fifths | 1,403 | 22 | 47,358 | 52 |
| To H. S. Clarke, Register of Wills - Collateral inheritance tax on 44 and 46 Maryland Avenue, and 260 King George Street (Schedule E) | 466 | 45 | 466 | 45 |
| B. One-half of $95,649.93 to following institutions named in Will of Robert L. Werntz, viz: ($47,824.97) | | | | |
| (1) To Presbyterian Church of Annapolis - one-fourteenth | 3,416 | 07 | | |
| (2) To Anne Arundel General Hospital (successor to Emergency Hospital of Annapolis) - one-fourteenth | 3,416 | 07 | | |
| (3) To Children's Hospital School, Inc. (otherwise known as the Wm. Painter Memorial School, Baltimore) - one-fourteenth | 3,416 | 07 | | |
| (4) To Children's Fresh Air Society, Baltimore - one-fourteenth | 3,416 | 07 | | |

| | | | | |
|---|---|---|---|---|
| (5) To Nursery & Child's Hospital, Baltimore - one-fourteenth | 3,416 | 07 | | |
| (6) To Thomas Wilson Sanitarium for Children of Baltimore - one-fourteenth | 3,416 | 07 | | |
| (7) To Hospital for Consumptives of Maryland, known as Eudowood Sanitarium, Towson - one-fourteenth | 3,416 | 07 | | |
| (8) To McDonogh Educational Fund & Institute, McDonogh, Maryland - one-fourteenth | 3,416 | 07 | | |
| (9) To The Maryland Children's Aid Society - one-fourteenth | 3,416 | 07 | | |
| (10) To Maryland Society to Protect Children from Cruelty and Immorality, Baltimore - one-fourteenth | 3,416 | 07 | | |
| (11) To Aged Men's Home, Baltimore - one-fourteenth | 3,416 | 07 | | |
| (12) To Aged Women's Home, Baltimore - one-fourteenth | 3,416 | 07 | | |
| (13) To Church Home & Infirmary, Baltimore - one-fourteenth | 3,416 | 06 | | |
| (14) To Presbyterian Home for Women, Baltimore - one-fourteenth | 3,416 | 06 | | |
| | | | 47,824 | 96 |
| INCOME BALANCE in hands of Trustee from collections during the period of 11/7/51 to 11/7/54 (Schedule F) - $3,702.48 | | | | |
| Distributed to the above named legatees as set forth in Schedule F, hereto attached | 3,702 | 48 | 3,702 | 48 |
| | | | 121,150 | 53 |

## SCHEDULE A

## PROCEEDS OF SALE OF REAL ESTATE

| Date of Order of Ratification | | | $ |
|---|---|---|---|
| 11/27/51 | 11 College Avenue, Annapolis, Md. | | 4,700.00 |
| 2/11/52 | 10 College Avenue, Annapolis, Md. | $ 2,000.00 | |
| | Less payment on account | 50.00 | 1,950.00 |
| 4/12/52 | 28 College Avenue, Annapolis, Md. | $ 3,750.00 | |
| | Less payment on account | 60.00 | 3,700.00 |
| 2/16/53 | 6 and 8 College Avenue, Annapolis, Md. | | 2,000.00 |
| 2/16/53 | 14 College Avenue, Annapolis, Md. | | 2,000.00 |
| 2/16/53 | 16 College Avenue, Annapolis, Md. | | 2,000.00 |
| 3/18/53 | No.s 7, 9, 18, 20 and 26 College Avenue, Annapolis, Md.; 114 Washington St. | | 8,225.00 |
| 10/22/53 | Lot No. 1 Block 6, Franklin Manor | | 1,500.00 |
| | | | $ 26,075.00 |

## SCHEDULE B

## PROCEEDS SALE OF SECURITIES

### STOCKS

| Orders Authorizing Sales | | Amount of Sale | Commission | Tax | R.&P. | Net |
|---|---|---|---|---|---|---|
| 1951 | | | | | | |
| 10/22 | 371 shs. Arundel Corp. | $6,245.75 | $ 76.21 | $19.85 | $2.08 | $ 6,147.61 |
| | 35 shs. First National Bank of Baltimore | 1,150.00 | 12.50 | .18 | | 1,137.32 |
| 1953 | | | | | | |
| 10/22 | 22 shs. Franklin Manor | 330.00 | | | | 330.00 |
| | | $ 7,725.75 | $ 88.71 | $20.03 | $2.08 | $ 7,614.93 |

### BONDS

1951

| 10/26 | Ser. No. | Mat. Value | Issue Date | Redemption Value |
|---|---|---|---|---|
| | V-158,572G | $ 5,000. | Nov. 1942 | $ 4,865.00 |
| | X-261,979G | 10,000. | Mar. 1943 | 9,700.00 |
| | X-268,868G | 10,000. | Sept. 1943 | 9,670.00 |
| | X-268,867G | 10,000. | Sept. 1943 | 9,670.00 |
| | M-5,143,828G | 1,000. | Feb. 1947 | 949.00 |
| | M-5,143,829G | 1,000. | Feb. 1947 | 949.00 |
| | M-5,143,830G | 1,000. | Feb. 1947 | 949.00 |
| | M-5,143,831G | 1,000. | Feb. 1947 | 949.00 |
| | X- 776,501G | 10,000. | Feb. 1947 | 9,490.00 |
| | | | | $ 47,191.00 |

### MORTGAGE LOANS

1951

| May 1 | Outstanding Mortgages: | | Amount Repaid |
|---|---|---|---|
| | William C. Werntz | $ 6,000.00 | $ |
| 1952 | William C. Werntz | | 6,000.00 |
| | | $ 6,000.00 | $ 6,000.00 |

## SCHEDULE C

## TRUSTEE'S COMMISSION ON REAL ESTATE SALES

| Date of Orders | | $ |
|---|---|---|
| 3/7/52 | 11 College Avenue | 235.00 |
| | 28 College Avenue | 187.50 |
| 10/25/54 | 7, 9, 18, 20 and 26 College Avenue and 114 Washington Street | 411.25 |
| 1/14/55 | 10 College Avenue | 100.00 |
| 10/25/54 | 6, 8, 14 and 16 College Avenue | 300.00 |
| 11/9/54 | Lot 1 Block 6, Franklin Manor | 75.00 |
| | Total | $1,308.75 |

## SURVEY EXPENSE

| | | |
|---|---|---|
| 6/11/52 - | J. R. McCrone - 8, 10 and 28 College Avenue | $ 15.00 |
| 1/2/53 | J. R. McCrone 6 and 8 College Avenue | 5.00 |
| 3/11/53 | J. R. McCrone 7 and 9 College Avenue | 5.00 |
| | J. R. McCrone - 7, 9, 18, 20 and 26 College Avenue and 114 WashingtonSt. | 30.00 |
| | Total | $ 55.00 |

## ORDERS NISI

| | | |
|---|---|---|
| 1952 | 10 College Avenue | $ 8.00 |
| | 11 College Avenue | 8.00 |
| | 28 College Avenue | 8.00 |
| 1953 | 6, 8, 14 and 16 College Avenue | 24.00 |
| | Advertising 7, 9, 18, 20 and 26 College Avenue | 70.68 |
| | Order nisi on sale Franklin Manor - Lot 1 Block 6 | 8.00 |
| | | 8.00 |
| | Total | $ 134.68 |

## SCHEDULE D

## MISCELLANEOUS EXPENSE

| | | | |
|---|---|---|---|
| 1953 | | $ | |
| | George W. Scible - Acutioneer's fee for selling No.s 7, 9, 18, 20 and 26 College Avenue, and 114 Washington Street ($8,225.00) | | 100.00 |
| | Popp & Rimler - services in preparing income tax reports (corpus) | | 190.00 |
| | Stein, Bros. Boyce - stock sales | | 7.50 |
| | Total | $ | 297.50 |

## REFUNDS

| | | | |
|---|---|---|---|
| 1952 | | $ | |
| | Edward B. Notis - deposit (1951) on purchase price of 11 College Avenue | | 100.00 |
| | L. Chase - refund deposit on 9 College Avenue | | 50.00 |
| | Total | $ | 150.00 |

## TAXES CHARGED AGAINST CORPUS

| | | |
|---|---|---|
| 1952 | 1951 Income tax on corpus profits | $ 8,546.59 |
| 1953 | 1952 Income tax on corpus profits | 1,198.92 |
| 1954 | 1953 Income tax on corpus profits | 1,352.24 |
| | Total tax deficiency for years 1951, 1952 and 1953 | 3,124.56 |
| | Total | $ 14,222.31 |

## SCHEDULE E

## INHERITANCE TAXES DUE BY ESTATE

44 and 46 Maryland Avenue

| | | | | |
|---|---|---|---|---|
| Proceeds of Sale | | $ 21,500.00 | $ | $ |
| Less: | $ | | | |
| Trustee's commissions | 1,075.00 | | | |
| Appraisers' fees | 50.00 | | | |
| Surveyor's fee | 52.00 | | | |
| Order nisi on sale | 5.00 | | | |
| Documentary stamps | 22.58 | | | |
| Attorney's fee | 125.00 | | | |
| | | 1,329.58 | | |
| Net proceeds sale | | $ 20,170.42 | | |
| Less: One-half of 1% distribution fee | | 100.85 | | |
| Balance for distribution | | $ 20,069.57 | | |
| Two-thirds of one-half of net balance for distribution, subject to 5% inheritance tax (Order of 2/14/55) | | | 6,689.86 | |
| 5% collateral inheritance tax on $6,689.86, due by Estate | | | | 334.49 |

- - - - - - - - -

260 King George Street

| | | | | |
|---|---|---|---|---|
| Proceeds of Sale | | $ 8,550.00 | $ | $ |
| Less: | | | | |
| Trustee's Commissions | $ 427.50 | | | |
| Appraisers' fees | 40.00 | | | |
| Advertising sale | 7.50 | | | |
| Order nisi on sale | 8.00 | | | |
| Documentary stamps | 9.90 | | | |
| Attorney's fee | 100.00 | | | |
| | | 592.90 | | |
| Net proceeds sale | | $ 7,957.10 | | |
| Less One-half of 1% distribution fee | | 39.78 | | |
| Balance for distribution | | $ 7,917.32 | | |
| Two-thirds of one-half of net balance for distribution, subject to 5% inheritance tax (Order of 2/14/55) | | | 2,639.11 | |
| 5% collateral inheritance tax on $2,639.11 | | | | 131.96 |
| Total collateral inheritance tax due | | | | $ 466.45 |

## SCHEDULE E

## INCOME ACCOUNT

Receipts from 11/7/51 to 11/7/54

-:-:-:-:-

1951

| | | |
|---|---|---|
| Rents | $ 310.17 | $ 310.17 |
| Dividends (stocks): | | |
| Union Trust Company | 170.40 | |
| Penn. Railroad Co. | 177.50 | |
| U. S. Steel | 36.00 | |
| Chesapeake & Ohio R. R. | 120.00 | |
| W. Penn. Electric Co. | 86.00 | |
| 12/31/51 | | |
| Arundel Building & Loan Ass'n | 61.20 | |
| First Federal Savings & Loan Ass'n | 18.49 | |
| | | 669.59 |
| Interest | | |
| U. S. Treasury Bonds | 150.00 | |
| County Trust Co. of Maryland | 503.74 | |
| Annapolis Banking & Trust Co. | 14.94 | |
| P. V. H. Weems mortgage | 786.94 | |
| Mary K. Steele mortgage | 1.85 | |
| | | 1,457.47 |

1952

| | | |
|---|---|---|
| Rents | 1,392.36 | 1,392.36 |
| Dividends (stocks): | 1,318.11 | |
| Arundel Building & Loan Ass'n | 41.14 | |
| First Federal Savings & Loan Ass'n | 31.44 | |
| | | 1,390.69 |
| Interest | | |
| W. C. Werntz mortgage | 230.62 | |
| County Trust Co. of Md. (1st acct) | 1,271.20 | |
| County Trust Co. of Md. (2nd acct) | 24.99 | |
| Annapolis Banking & Trust Co. | 29.94 | |
| | | 1,556.75 |

1953

| | | |
|---|---|---|
| Rents: | | |
| 7,9,18, 20 and 26 College Ave. and 114 Washington St. | 285.00 | |
| 14 and 16 College Agenue | 30.00 | |
| | | 315.00 |
| Dividends | | |
| Arundel Building & Loan Ass'n | 60.96 | |
| First Federal Savings & Loan Ass'n | 36.61 | 97.57 |
| Interest | | |
| Clatanoff purchase (College Ave) | 314.58 | |
| County Trust Co. of Md. (1st acct) | 954.79 | |
| County Trust Co. of Md. (2nd acct) | 150.35 | |
| Annapolis Banking & Trust Co. | 30.05 | 1,449.77 |

| | | | |
|---|---|---|---|
| | Forwarded | | $ 8,639.37 |
| | 1954 | | |
| Dividends | | | |
| | Arundel Building & Loan Ass'n | $ 20.37 | |
| | First Federal Savings & Loan Ass'n | 17.87 | 38.24 |
| Interest | | | |
| | County Trust Co. of Md. (1st acct) | 515.65 | |
| | County Trust Co. of Md. (2nd acct) | 75.00 | |
| | Annapolis Banking & Trust Company | 14.94 | 605.59 |
| Refunds | | | |
| 1/30/52 | #260 King George Street 1951 Annapolis City taxes | 12.70 | |
| 3/3/52 | #11 College Avenue 1951 Annapolis City taxes | 16.72 | |
| 5/5/52 | #10 College Avenue 1952 State and County taxes | 27.69 | |
| | 1951 Annapolis City taxes | 6.88 | |
| 3/18/53 | #7, 9, 18, 20 and 26 College Ave. and 114 Washington St. 1952 Annapolis City taxes | 31.11 | 95.10 |
| | Total Receipts | | $ 9,378.30 |

SCHEDULE F (Continued)

Disbursements from 11/7/51 to 11/7/54

1951

| | | |
|---|---|---|
| David S. Jenkins - Nov. and Dec. Commissions | $ 88.42 | $ |
| Katherine Duvall - Nov. and Dec. salary | 40.00 | |
| Knickman's - paint | 5.77 | |
| Bank service charge | 1.52 | |
| Maryland Unemployment compensation | .14 | |
| W. D. Jenkins - notary fees | 5.00 | |
| Register of Wills - two certified copies | 14.00 | |
| | | 154.84 |

1952

| | | |
|---|---|---|
| David S. Jenkins - trustee's commissions | 199.09 | |
| Katherine Duvall - salary | 184.25 | |
| T. C. Worthington, Agent - balance 1951 and part of 1952 bond premium | 688.00 | |
| T. C. Worthington, Agent - fire ins. premium | 5.50 | |
| E. Churchill Murray, Agent - " " " | 30.00 | |
| J. S. Griscom, County Treasurer - 1952 State and County taxes | 310.86 | |
| 1952State and County taxes on 28 College Avenue | 1.74 | |
| Annapolis Water Co. - water rent | 179.79 | |
| Annapolis Banking & Trust Co. - box rent and new key | 19.50 | |
| Popp & Rimler - accountant's fee | 65.00 | |
| Laura R. Jickling - examining and verifying Trustee's report for 1951 | 48.00 | |
| Jenkins - stationery | .62 | |
| County Trust Co. of Md. - service charge | 1.22 | |
| Cedar Bluff Cemetery - contribution to wall | 25.00 | |
| ~~Presbyterian Church - final income payment to 11/7/51~~ | ~~[illegible]~~ | |
| Maryland Unemployment Compensation | .36 | |
| Collector of Internal Revenue - social security taxes (K. Duvall) | 131.85 | |
| Repairs to Real Estate: | | |
| Cantler & Hopkins - plumbing | 69.02 | |
| Knickman's - paint | 2.35 | |
| Simpson Electrical Co. | 23.75 | |
| Adjustments - real estate sales | | |
| #260 King George Street - one month's 1952 State and County taxes | 2.90 | |
| Water rent | 9.57 | |
| #11 College Ave. - 1952 State and County taxes | 13.70 | |
| Water rent | 9.59 | |
| #10 College Ave. - water rent | 4.55 | |
| | | 2,026.21 |

1953

| | |
|---|---|
| Maryland State Income Tax | 6.66 |
| David S. Jenkins - net commissions | 72.47 |
| Katherine Duvall - salary | 267.64 |
| Collector of Internal Revenue - social security and withholding taxes | 55.90 |
| Annapolis Water Co. - water rent | 36.77 |
| Cantler & Hopkins - plumbing repairs | 34.13 |

| | $ | $ |
|---|---|---|
| E. Churchill Murray - fire ins. premium | 32.50 | |
| Maryland Unemployment Compensation | .29 | |
| T. C. Worthington, Agent - balance 1952 bond premium | 344.00 | |
| Laura R. Jickling - examining and verifying Trustee's Report for 1952 | 48.00 | |
| Popp & Rimler - accountant's fee | 95.45 | |
| 1953 Annapolis City taxes | 127.72 | |
| Adjustments - real estate sales | | |
| #7, 9, 18, 20 and 26 College Ave. and 114 Washington Street: | | |
| 1953 State and County taxes | 39.77 | |
| Water rent | 23.75 | |
| #6, 8, 14 and 16 College Ave. | | |
| 1953 State and County taxes | 11.12 | |
| 1952 Annapolis City taxes (7½ months) | 44.54 | |
| Water rent | 5.92 | |
| Lot 1 Block 6, Franklin Manor | | |
| Accummulated taxes | 389.50 | 1,636.13 |

1954

| | | |
|---|---|---|
| Maryland State Income Tax | 11.41 | |
| David S. Jenkins - Trustee's commissions | 54.35 | |
| Katherine Duvall,- salary | 152.00 | |
| Collector of Internal Revenue - social security and withholding taxes | 59.85 | |
| Collector of Internal Revenue - 1953 income tax | 59.05 | |
| Maryland Unemployment Compensation | .72 | |
| P. O. Box Rent | 2.25 | |
| Popp & Rimler - accountant's fee | 65.00 | |
| T. C. Worthington - 1953 bond premium | 688.00 | |
| L. R. Jickling - examining and verifying Trustee's 1953 report | 48.00 | |
| Popp & Rimler - final services | 30.00 | |
| T. Carroll Worthington, Agent - 1954 bond premium | 688.00 | 2,858.63 |
| Total disbursements | | $ 5,675.82 |
| BALANCE FOR DISTRIBUTION | | 3,702.48 |
| | | $ 9,378.30 |

SCHEDULE F (Continued)

| | | |
|---|---|---|
| BALANCE INCOME FOR DISTRIBUTION | $ 3,702.48 | $ |
| Distributed to the devisees of Robert L. Werntz as follows: | | |
| (1) To Estate of Amy W. Ogle, niece- one-tenth | | 370.25 |
| (2) To Estate of Mazie W. Johnson, niece - one-tenth | | 370.25 |
| (3) To Annie Baughan, niece- one-tenth | | 370.25 |
| (4) To William Werntz, nephew - one-tenth | | 370.25 |
| (5) To Heirs of Wilbur Werntz, brother, viz: | | |
| A. To Mary Werntz Bryant, Widow - one-thirtieth | | 123.41 |
| B. To Maude Riffert Werntz, Widow of Wilbur Franklin Werntz, a son of Wilbur Werntz - one-forth-fifth | | 82.28 |
| C. To Thelma W. McKenzie, daughter of Wilbur F. Wernty-two one-hundred and thirty-fifths | | 54.85 |
| D. To Marian Werntz, daughter of Wilbur F. Werntz - two one-hundred and thirty-fifths | | 54.85 |
| E. To Maude W. Bowen, daughter of Wilbur F. Werntz - two one-hundred and thirty-fifths | | 54.85 |
| (6) To Presbyterian Church of Annapolis, Maryland - one-twenty-eighth | | 132.23 |
| (7) To Anne Arundel General Hospital (successor to Emergency Hospital of Annapolis) - one-twenty-eighth | | 132.23 |
| (8) To Children's Hospital School, Inc. (otherwise known as The Wm. Painter Memorial School, Baltimore) - one-twenty-eighth | | 132.23 |
| (9) To Children's Fresh Air Society, Baltimore - one-twenty-eighth | | 132.23 |
| (10) To The Nursery & Childs Hospital, Baltimore - one-twenty-eighth | | 132.23 |

SCHEDULE F (Continued)

| | | $ | $ |
|---|---|---|---|
| (11) | To Thomas Wilson Sanitarium for Children of Baltimore - one-twenty-eighth | | 132.23 |
| (12) | To Hospital for Consumptives of Maryland, known as Eudowood Sanitarium, Towson - one-twenty-eighth | | 132.23 |
| (13) | To McDonogh Educational Fund & Institute, McDonogh, Maryland- one-twenty-eighth | | 132.23 |
| (14) | To The Maryland Children's Aid Society - one-twenty-eighth | | 132.23 |
| (15) | To Maryland Society to Protect Children from Cruelty and Immorality, Baltimore - one-twenty-eighth | | 132.23 |
| (16) | To Aged Men's Home, Baltimore - one-twenty-eighth | | 132.23 |
| (17) | To Aged Women's Home, Baltimore - one-twenty-eighth | | 132.23 |
| (18) | To Church Home & Infirmary, Baltimore - one-twenty-eighth | | 132.24 |
| (19) | To Presbyterian Home for Women, Baltimore - one-twenty-eighth | | 132.24 |
| | | $ 3,702.48 | $ 3,702.48 |

with David S. Jenkins, Trustee — Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1952 | | | | | | | |
| May | 1 | Balance in hands of Trustee as shown by Auditor's Account ratified 6/9/52, viz: | 26,054 | 67 | | 26,054 | 67 |
| | | CORPUS RECEIPTS | | | | | |
| | | Proceeds of Sale of Real Estate (Schedule A) | 26,075 | 00 | | 26,075 | 00 |
| | | Proceeds of Sale of Securities, viz: | | | | | |
| | | Net proceeds sale of stocks (Schedule B) | 7,614 | 93 | | | |
| | | Net proceeds of U. S. Treasury bonds (redeemed) - Schedule B | 47,191 | 00 | | 54,805 | 93 |
| | | Mortgage loans repaid - Schedule B | 6,000 | 00 | | 6,000 | 00 |
| | | Refund from Income of amount deducted from income payments to reimburse estate for collateral inheritance taxes paid to Register of Wills of Anne Arundel County, being 5% on $90,249.04 | 4,512 | 45 | | 4,512 | 45 |
| | | Net income collected by Trustee from 11/7/51 to 11/7/54 (Schedule F hereto attached) | 3,702 | 48 | | 3,702 | 48 |
| | | | | | | 121,150 | 53 |

No. 6776 EQUITY

19 No. Docket

IN THE

# CIRCUIT COURT

FOR

Anne Arundel County

Ex Parte,

In the Matter of the

Trust Estate

of

Robert L. Werntz

Final Corpus

*Auditor's Report and Account*

Order nisi passed 11 Mar., 19 55

Final order April 18, 1955

Filed 11 March, 19 55

***ORDER NISI***

Ex Parte,

In the Matter of the

Trust Estate

of

Robert L. Werntz

In the

# CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 6776 Equity.

ORDERED, This 11 day of March 19 55, That the Final Corpus Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16 day of 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 16 day of April next.

Filed 11 Mar., 19 55 John H. Hobbins, 3rd, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 18th day of April, 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.

Filed 18 April 19 55

Benjamin Michaelson, Judge.

LIBER 90 PAGE 461

OFFICE OF

# *Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., April 18, 1955

We hereby certify, that the annexed

Order Nisi

Creditor Account

Eq. 6776

Robert L. Wernz

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 16th day of April, 1955. The first insertion being made the 14th day of March, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 5098

Filed 18 Apr. 1955

### ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6,770 Equity.

Ex Parte, In The Matter Of The Trust Estate Of ROBERT L. WERNTZ.

Ordered, this 11th day of March, 1955, That the Final Corpus Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of 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 16th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-28

*In the Case of*

Ex Parte,
In the Matter of the
Trust Estate
vs
of
ROBERT L. WERNTZ

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 6776 Equity

*To the Honorable, the Judges of said Court:*

The Auditor reports to the Court that She has examined the proceedings in the above entitled cause, and from them She has stated the within account, the same being a final income distribution account.

April 30, 1955

All of which is respectfully submitted.

Laura R. Jacklong
Auditor.

Dr. Ex Parte, In the Matter of the Trust Estate of ROBERT L. WERNTZ, deceased in ac.

| | | | | |
|---|---|---|---|---|
| Trustee's Commissions paid prior to 11/7/51 | | | | |
| To Trustee for Court costs, viz: | | | | |
| Clerk of Court - final Court costs in connection with this account | 10 | 00 | | |
| Auditor - stating this account | 108 | 00 | 118 | 00 |
| To Trustee for Expenses, viz: | | | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | 6 | 00 |
| To Trustee for Taxes, viz: | | | | |
| 1951 Federal income tax (paid in 1952) | 1,592 | 65 | 1,592 | 65 |
| To Trustee for Refund, viz: | | | | |
| Amount refunded to corpus to reimburse estate for collateral inheritance taxes advanced to Register of Wills for Anne Arundel County, being 5% of $90,249.04 | 4,512 | 45 | 4,512 | 45 |
| To Trustee for Income due Presbyterian Church of Annapolis as of 11/7/51, paid in 1952 | 190 | 00 | 190 | 00 |

BALANCE FOR DISTRIBUTION - $5,381.24

| | | | | |
|---|---|---|---|---|
| Distributed to Income Beneficiaries named in Last Will and Testament of Robert L. Werntz in accordance with Trustee's Report filed 4/14/55, at rate of .74155674% (See Schedule C hereto attached), viz: | | | | |
| To Annie Baughan | 118 | 86 | | |
| To Edward Baughan | 259 | 73 | | |
| To Matilda Baughan Gabec | 276 | 23 | | |
| To Ruth Baughan | 270 | 67 | | |
| To Anna C. Baughan Pedrico | 270 | 67 | | |
| To Thelma Werntz McKenzie | 281 | 79 | | |
| To Maude Werntz Bowden | 270 | 67 | | |
| To Marian Werntz | 270 | 67 | | |
| To Garner Werntz | 259 | 54 | | |
| To Nancy Werntz Coyner | 276 | 23 | | |
| To Robert W. Ogle | 287 | 35 | | |
| To Maurice C. Ogle | 259 | 54 | | |
| To Presbyterian Church of Annapolis, Maryland | 857 | 24 | | |
| To Anne Arundel General Hospital (successor to Emergency Hospital of Annapolis) | 721 | 51 | | |
| To Salvation Army of Annapolis | 215 | 04 | | |
| To Red Cross Society of Annapolis | 485 | 50 | 5,381 | 24 |
| | | | 11,800 | 34 |

## SCHEDULE A

REFUNDED ITEMS CHARGEABLE TO CORPUS BUT PAID FROM INCOME TO 11/7/51

Fees for legal services paid to Robert W. Ogle, viz:

| | | | |
|---|---|---|---|
| 1941 | $ 75.00 | $ | |
| 1942 | 500.00 | | |
| 1943 | 500.00 | | |
| 1944 | 350.00 | | |
| 1948 | 450.00 | | |
| 1949 | 1,200.00 | | |
| 1951 | 1,600.00 | | 4,675.00 |

Fees paid to following named Appraisers, viz:

| | | | |
|---|---|---|---|
| 1942 | Carey L. Meredith | 30.50 | |
| | Fritz Schoen | 27.50 | |
| 1943 | Charles F. Lee | 20.00 | |
| | Carey L. Meredith | 7.50 | |
| 1945 | Thomas G. Basil | 10.00 | |
| | Charles F. Lee | 10.00 | |
| 1948 | Charles F. Lee | 12.50 | |
| 1949 | Carey L. Meredith | 50.00 | |
| | Charles F. Lee, Jr. | 25.00 | |
| 1950 | Charles F. Lee, Jr. | 37.50 | |
| | Carey L. Meredith | 37.50 | |
| 1951 | Charles F. Lee, Jr. | 44.50 | |
| | Carey L. Meredith | 44.50 | 357.00 |

Fees paid to following named Surveyors, viz:

| | | | |
|---|---|---|---|
| 1940 | J. R.McCrone | 35.00 | |
| 1941 | J. Revell Carr | 20.00 | |
| 1942 | J. R. McCrone | 38.00 | |
| 1944 | J. R. McCrone | 37.00 | |
| 1949 | J. R. McCrone | 52.00 | |
| 1951 | J. Revell Carr | 270.00 | 452.00 |

Publishing orders nisi and advertising sales, viz:

| | | | |
|---|---|---|---|
| 1945 | Capital-Gazette Press | 10.00 | |
| 1948 | Capital-Gazette Press | 5.00 | |
| 1951 | Capital-Gazette Press | 15.50 | 30.50 |

Miscellaneous Refunds:

| | | | |
|---|---|---|---|
| 1951 | Little Photo Shop | 12.00 | 12.00 |

## SCHEDULE B

## NET REFUND FROM ADJUSTMENT OF TAXES, WATER RENT AND RENT IN CONNECTION WITH REAL ESTATE SALES

| | | Refunds | Deductions |
|---|---|---|---|
| | | $ | $ |
| 9/12/42 | Conduit Street Property | | |
| | State and County taxes | | 5.57 |
| 7/15/42 | Belle Grove Farm | | |
| | State and County taxes | 42.96 | |
| 9/18/42 | 35 Cathedral Street | | |
| | No adjustments | | |
| 11/24/42 | 2-18 Shaw Street | | |
| | Annapolis City taxes | 33.45 | |
| | Water rent | | 28.35 |
| 2/18/43 | 44-46 Prince George Street | | |
| | Refund State and County taxes | 212.99 | |
| | Annapolis City taxes | 67.79 | |
| | Water rent | | 10.50 |
| 3/18/45 | 123-5-9 South Street | | |
| | 1944 Annapolis City taxes | 3.62 | |
| | 1945 State and County taxes | | 15.87 |
| | Water rent | | 4.38 |
| 4/20/45 | 38 Maryland Avenue | | |
| | 1944 Annapolis City taxes | 17.75 | |
| | 1945 State and County taxes | 87.90 | |
| | Water rent | 7.00 | |
| 7/12/48 | 48 Maryland Avenue | | |
| | Annapolis City taxes | | 22.03 |
| 1/8/51 | 9 Maryland Avenue | | |
| | 1951 State and County taxes | 85.30 | |
| | June Rent | | 75.00 |
| 1/16/51 | 262 King George Street | | |
| | 1950 Annapolis City taxes | | 22.08 |
| 1/16/51 | 264 King George Street | | |
| | 1950 City taxes | 22.13 | |
| | 1951 State and County taxes | | 2.72 |
| | Water rent | | 5.51 |
| 1/16/51 | 266 King George Street | | |
| | 1950 Annapolis City taxes | 11.39 | |
| | 1951 State and County taxes | | 10.14 |
| | Water rent | | 4.34 |
| 1/16/51 | 268 King George Street | | |
| | 1950 Annapolis City taxes | 23.68 | |
| | 1951 State and County taxes | | 3.40 |
| | Water rent | | 7.06 |

| | | Refunds | Deductions |
|---|---|---|---|
| 1/16/51 | 270 King George Street | $ | $ |
| | 1950 Annapolis City taxes | 23.84 | |
| | 1951 State and County taxes | | 3.40 |
| | Water rent | | 7.09 |
| 1/16/51 | 272 King George Street | | |
| | 1950 Annapolis City taxes | 20.05 | |
| | 1951 State and County taxes | | 3.66 |
| | Water rent | | 5.51 |
| 7/26/51 | 244 Prince George Street | | |
| | 1951 State and County taxes | 21.14 | |
| | 1951 Annapolis City taxes | | 3.12 |
| | Water rent | | 2.15 |
| 7/26/51 | 246 Prince George Street | | |
| | 1951 State and County taxes | 21.14 | |
| | 1951 Annapolis City taxes | | 3.12 |
| | Water rent | | 2.15 |
| 12/18/51 | 260 King George Street | | |
| | 1951 State and County taxes | 12.70 | |
| | Annapolis City taxes | | 2.90 |
| | Water rent | | 9.57 |
| | Totals | $ 714.83 | 258.72 |
| | Deduct amounts withheld in various settlements from amount refunded | | 258.72 |
| | TOTAL NET REFUNDS | | $ 456.11 |

SCHEDULE C

DISTRIBUTION OF NET BALANCE OF $5,381.24 TO INCOME BENEFICIARIES NAMED IN LAST WILL AND TESTAMENT OF ROBERT L. WERNTZ

| Distributee | Income Due | Income Received | Balance Due | Distribution |
|---|---|---|---|---|
| | $ | $ | $ | $ |
| Annie Baughan | 1,390.00 | 1,229.72 | 160.28 | 118.86 |
| Edward Baughan | 4,170.00 | 3,819.75 | 350.25 | 259.73 |
| Matilda Baughan Gabec | 4,170.00 | 3,797.50 | 372.50 | 276.23 |
| Ruth Baughan | 4,170.00 | 3,805.00 | 365.00 | 270.67 |
| Anna C. B. Pedrico | 4,170.00 | 3,805.00 | 365.00 | 270.67 |
| Thelma W. McKenzie | 4,170.00 | 3,790.00 | 380.00 | 281.79 |
| Maude W. Bowden | 4,170.00 | 3,805.00 | 365.00 | 270.67 |
| Marian Werntz | 4,170.00 | 3,805.00 | 365.00 | 270.67 |
| Garner Werntz | 4,170.00 | 3,820.00 | 350.00 | 259.54 |
| Nancy W. Coyner | 4,170.00 | 3,797.50 | 372.50 | 276.23 |
| Robert W. Ogle | 4,170.00 | 3,782.50 | 387.50 | 287.35 |
| Maurice C. Ogle | 4,170.00 | 3,820.00 | 350.00 | 259.54 |
| Presbyterian Church of Annapolis, Maryland | 13,900.00 | 12,744.00 | 1,156.00 | 857.24 |
| Anne Arundel General Hospital (successor to Emergency Hospital of Annapolis) | 11,583.31 | 10,610.34 | 972.97 | 721.51 |
| The Salvation Army of Annapolis | 3,475.00 | 3,185.01 | 289.99 | 215.04 |
| Red Cross Society of Annapolis | 6,950.00 | 6,295.31 | 654.69 | 485.50 |
| | | Totals | $ 7,256.68 | $ 5,381.24 |

with David S. Jenkins, Trustee — Cr.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1951 | | | | | | | |
| Dec. | 31 | Income Balance Reported (See Trustee's Annual Report under Equity Rule 20 filed 2/25/52 | | 7,799 | 87 | | |
| | | LESS Income received by Trustee after 11/7/51 | | 2,282 | 87 | | |
| | | | | 5,517 | 00 | | |
| | | PLUS Expenses deducted after 11/7/51 | | 300 | 73 | 5,817 | 73 |
| | | Refunds to Income as Follows: | | | | | |
| | | Fees paid Robert W. Ogle for legal services, properly chargeable against corpus (See Schedule A hereto attached) | | 4,675 | 00 | | |
| | | Appraisers' fees paid from income and properly chargeable to corpus (See Schedule A hereto attached) | | 357 | 00 | | |
| | | Surveyors' fees paid from income and properly chargeable to corpus (See Schedule A hereto attached) | | 452 | 00 | | |
| | | Publishing orders nisi and advertising sales, paid from income and chargeable to corpus (See Schedule A hereto attached) | | 30 | 50 | | |
| | | Miscellaneous items charged to income and properly payable from corpus (See Schedule A) | | 12 | 00 | 5,526 | 50 |
| | | Net Refund from Adjustment of taxes, water rent and rent in connection with real estate sales (See Schedule B hereto attached) | | 456 | 11 | 456 | 11 |
| | | | | | | 11,800 | 34 |

No. 6776 EQUITY

19 No. Docket

IN THE

# CIRCUIT COURT

FOR

Anne Arundel County

Ex Parte,

In the Matter of the

Trust Estate

vs

of

ROBERT L. WERNTZ,

FINAL INCOME

*Auditor's Report and Account*

Order nisi passed 3 May, 1955

Final order June 7 1955

Filed 3 May, 1955

*ORDER NISI*

Ex Parte,

In the Matter of the

~~VERSUS~~

Trust Estate

of

ROBERT L. WERNTZ

In the

# CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 6776 Equity.

ORDERED, This 3 day of May, 19 55 That the Final Income ~~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 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 6 day of June next.

Filed 3 May, 1955. John H. Hopkins, 2nd, Clerk.

*In the Circuit Court for Anne Arundel County*

ORDERED BY THE COURT, this 7th day of June, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

LIBER 90 PAGE 471

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 6776 Equity

EXPARTE, in the Matter of the Trust Estate of ROBERT L. WERNTZ.

Order, this 3rd day of May, 1955, That the Final Income 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 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 6 day of June next.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy: TEST:

JOHN H. HOPKINS, 3rd, Clerk.

m-10

Annapolis, Md., June 7, 1955

We hereby certify, that the annexed

Order Nisi

Eq. 6776

Robert L. Wertz

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 6th day of June, 1955. The first insertion being made the 5th day of May, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By W. J. Tilghman

No. E. C. .....

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| ALAN V. EDMUNDS and EILEEN EDMUNDS, his wife | : | ANNE ARUNDEL COUNTY (In Equity) No. 11,157 |

Mr. Clerk:

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

John O. Dumler

Attorney named in Mortgage

Filed 22 Oct., 1954

Form 812

LIBER 90 PAGE 473

LIBER 679 PAGE 313

IN THE CIRCUIT COURT

FOR

[DR.—CITY OR COUNTY]

ANNE ARUNDEL COUNTY
(In Equity)
No. 11,157
Plaintiff's Exhibit "A"

# Mortgage

THIS MORTGAGE, Made this 28th day of April, in the year Nineteen Hundred and fifty-two, by and between Alan V. Edmunds and Eileen Edmunds, his wife

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Seven Thousand Dollars ($ 7000.00 ), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Seven Thousand Dollars ($ 7000.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum ( 6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Sixty Dollars ($ 60.00 ), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of May, 1952, and continuing on the first day of each month thereafter until the principal, interest and such ~~insurance~~ charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

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

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

BEGINNING for the same on the northwest side of Shoreacre Drive at the distance of five hundred eighty feet northeasterly from the corner formed by the intersection of the northwest side of Shoreacre Drive and northeast side of Lake Drive, and at the east corner of Lot Numbered One Hundred Twenty-six (126) as laid out on the plat of Shoreacres hereinafter referred to; thence northeasterly along the northwest side of Shoreacre Drive one hundred feet to the southwest side of Lot Numbered One Hundred Twenty-three (123); thence northwesterly along the southwest side of Lot Numbered One Hundred Twenty-three (123) and at right angles to Shoreacre Drive three hundred twenty-eight feet, more or less, to the waters of Lake Placid; thence southwesterly along the waters of Lake Placid one hundred feet, more or less, to the northeast side of Lot Numbered One Hundred Twenty-six (126); thence southeasterly along the northeast side of Lot Numbered One Hundred Twenty-six (126) and at right angles to Shoreacre Drive two hundred fifty-five feet, more or less, to the place of beginning.

Filed 22 Oct., 1954

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BEING Lots Numbered One Hundred Twenty-four (124) and One Hundred Twenty-five (125), as laid out on the plat of Shoreacres, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, Section 3, folio 209, new reference Cabinet #2, Rod D-5, Plat 209.

BEING the same lot of ground which, by deed of even date herewith, and recorded or intended to be recorded among the aforesaid Land Records, immediately prior hereto, was granted and conveyed by Bernadine Dina Zaccaro, et al, to the herein named Mortgagors.

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.

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

AND the said Mortgagor consents 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 it is agreed that upon the institution of foreclosure proceedings after default hereunder, in the event of suspension of said proceedings or the payment of the amount due the Mortgagee before sale, the said Mortgagor shall, in addition to such other sum or sums with which he shall be chargeable, be also chargeable with a counsel fee of Fifty Dollars ($50.00) to the Attorney or Solicitor instituting such proceedings, 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 Court for the County or City in which the proceeding under this Mortgage may be filed; and the said Mortgagee, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of said expenses, costs, fee, 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, fee, expenses, and commission; and it is further agreed that 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 Seventy-five Dollars ($75.00) for conducting proceeding, if without contest, but if legal services be rendered to the Mortgagee or its assignee, or to the trustee or party selling under the power of sale in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper; and also 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 the same shall have then matured or not; and Third, the balance, if any, to the said Mortgagor, his heirs, ~~personal representatives~~ or assigns.

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:

Alan V. Edmunds (SEAL)

Dorothy Basel

Dorothy Basel

_____ (SEAL)

Eileen Edmunds (SEAL)

Eileen Edmunds

_____ (SEAL)

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LIBER 90 PAGE 476 LIBER 679 PAGE 316

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this 28th day of April , 1952 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Alan V. Edmunds and Eileen Edmunds, his wife, know to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

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

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

DOROTHY BASEL NOTARY PUBLIC BALTIMORE, MD.

Dorothy Basel
Dorothy Basel Notary Public

My commission expires May 4, 1953.

Recorded- 3rd May, 1952, at 9:30 A.M.

ANNE ARUNDEL COUNTY

**Mortgage**

FROM

ALAN V. EDMUNDS

AND WIFE

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 3 Day of May 1952, at 9:30 A.M. and the same day recorded in Liber J.H.H., No. 679 Fol. 313, Land Records of Anne Arundel County

Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 10471-T

Property:

Lots 124-125 Shoreacres

Description approved

Execution approved

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| VS. | : | FOR |
| ALAN V. EDMUNDS and EILEEN EDMUNDS, his wife | : | ANNE ARUNDEL COUNTY (In Equity) No. 11,157 |

I HEREBY CERTIFY, That on this 18th day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Charles F. Loos, Vice-President of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, Alan V. Edmunds and Eileen Edmunds, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public

Charles F. Loos
Charles F. Loos Affiant

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Filed 22 Oct., 1954

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| | : | |
| VS. | : | FOR |
| | : | ANNE ARUNDEL COUNTY |
| ALAN V. EDMUNDS and EILEEN EDMUNDS, his wife | : | (In Equity) No. 11,157 |

STATEMENT OF MORTGAGE CLAIM

| | |
|---|---|
| Amount of mortgage dated April 28, 1952 | $ 7000.00 |
| Interest to November 24, 1954 | 29.00 |
| TOTAL | $ 7029.00 |
| Less payments to date | 1170.53 |
| TOTAL DUE | $ 5858.47 |

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 29th day of October, 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 Mary E. Bauer, Secretary, of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

Filed 17 Nov., 1954

A STOCK COMPANY — ESTABLISHED 1890

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 11,157 Equity

KNOW ALL MEN BY THESE PRESENTS:

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

Sealed with our seals and dated this 15th day of November 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 Alan V. Edmunds and Eileen Edmunds, his wife
to The Capital Building and Loan Association of Baltimore City
bearing date the 26th day of April and recorded among the mortgage records of Anne Arundel County
in Liber J.H.H No. 679 Folio 313 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.

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:*

Antoinette M. Granese
Antoinette M. Granese

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg
C. BERG
*As to Surety*

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

MD3228a—500. 1-51 129351
Mortgagee's or Attorney's Bond

Approved this 23 Nov, 1954.
John H. Hopkins, 3rd, Clerk.
Filed 23 Nov., 1954.

8

*State of Maryland, Baltimore City, sct:* LIBER 90 PAGE 480

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**

FIDELITY AND DEPOSIT COMPANY INCORPORATED 1890 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.

November 15, 1954

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

F. H. BECKWITH
*Assistant Secretary*

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

: FOR

VS. :

: ANNE ARUNDEL COUNTY

ALAN V. EDMUNDS and EILEEN EDMUNDS, his wife . . . . : . . . . (In Equity)
Case No. 11,157
Docket Folio

KOHLERMAN AND DUMLER,
Solicitors,
1408 Fidelity Building,
Baltimore 1, Maryland.

## MORTGAGE SALE
OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY
at Shoreacres
THIRD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Alan V. Edmunds and Eileen Edmunds, his wife, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the twenty-eighth day of April, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 670, folio 313, (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on Wednesday the 24th day of November, 1954, at two o'clock P. M., all that lot of ground situated and lying in the Third Election District of Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same on the northwest side of Shoreacres Drive at the distance of five hundred eighty feet northeasterly from the corner formed by the intersection of the northwest side of Shoreacre Drive and northeast side of Lake Drive, and at the east corner of Lot Numbered One Hundred Twenty-six (126) as laid out on the plat of Shoreacres hereinafter referred to; thence northeasterly along the northwest side of Shoreacre Drive one hundred feet to the southwest side of Lot Numbered One Hundred Twenty-three (123); thence northwesterly along the southwest side of Lot Numbered One Hundred Twenty-three (123) and at right angles to Shoreacre Drive three hundred twenty-eight feet, more or less, to the waters of Lake Placid; thence southwesterly along the waters of Lake Placid one hundred feet, more or less, to the northeast side of Lot Numbered One Hundred Twenty-six (126); thence southeasterly along the northeast side of Lot Numbered One Hundred Twenty-six (126) and at right angles to Shoreacre Drive two hundred fifty-five feet, more or less, to the place of beginning.

BEING Lots Numbered One Hundred Twenty-four (124) and One Hundred Twenty-five (125), as laid out on the plat of Shoreacres, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio 209, new reference Cabinet No. 2, Rod D-5, Plat 209.

The above property is in fee simple and the improvements consist of an uncompleted masonry dwelling

The above property is subject to the restrictions contained in a Deed, dated October 24, 1929, and recorded in Liber F. S. R. No. 56, folio 108.

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.
E. T. NEWELL AND COMPANY, INC.
Auctioneer.
n-18

## AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 24th day of November, 1954, sold the property described in the attached advertisement of sale at and for the sum of $7000.00 to John Fairley being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E. T. Newell & Co., Inc.
Auctioneer
By John M. Fairley Jr.

## PURCHASER'S AGREEMENT

HEREBY certify that I have this 24th day of November, 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 $7000.00 and I hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

John Fairley
John Fairley
Purchaser

John O. Dumler
John O. Dumler, 613 N. Lakewood Ave Balto. Md

10

Filed 1 Dec., 1954.

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| | : | |
| VS. | : | FOR |
| ALAN V. EDMUNDS | : | |
| AND | : | ANNE ARUNDEL COUNTY (In Equity) |
| EILEEN EDMUNDS, his wife | : | No. 11,154 |

oOo

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 Capital Gazette, a newspaper published in Anne Arundel County for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said mortgage on the twenty-fourth day of November at 2:00 p.m., sell on the premises the aforesaid fee simple property unto John Fairley, at and for the sum of $7,000.00, Seven Thousand Dollars cash, the said John Fairley having offered the greatest price therefor.

John O. Dumler
Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 29th day of November, in the year one thousand nine hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

DOROTHY BASEL NOTARY PUBLIC BALTIMORE, MD.

Dorothy Basel
Dorothy Basel Notary Public

My commission expires May 2, 1955.

Filed 1 Dec., 1954

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LIBER 90 PAGE 483

# ORDER NISI

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

ALAN V. EDMUNDS AND EILEEN EDMUNDS, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,157 Equity

Ordered, this 1 day of December, 1954, 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 10 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 10 day of January next.

The report states that the amount of sales ~~to be~~ was $ 7,000.00.

John A. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 1 Dec., 1954

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

ALAN V. EDMUNDS AND EILEEN EDMUNDS, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th 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 11 Jan., 1955

15

LIBER 90 PAGE 484

ADDITIONAL BOND

A STOCK COMPANY — ESTABLISHED 1890

# Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

No. 11,157 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
Fidelity Building
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of ONE THOUSAND AND 00/100 - -- - - - - - - - ------- - - -- 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 1st day of December 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 Alan V. Edmunds and Eileen Edmunds his wife
to The Capital Building and Loan Association of Baltimore City
bearing date the 26th day of April, 1952 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 679 Folio 313 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.

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:*

June Bleuel
June Bleuel

John O. Dumler (SEAL)
JOHN O. DUMLER

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg
C. BERG

By E. V. Shockley
*As to Surety* E. V. Shockley *Attorney-in-Fact*

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

approved this 7 Dec., 1954.
John H. Hopkins, 3rd, Clerk.

Filed 7 Dec., 1954

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*State of Maryland, Baltimore City, sct:* LIBER 90 PAGE 485

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. H. NUTTLE
*Vice-President*

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

December 1, 19 54

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

F. H. Beckwith

*Assistant Secretary*

F. H. BECKWITH

OFFICE OF LIBER 90 PAGE 486

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

## MORTGAGE SALE
OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY
at Shorecrest
THIRD ELECTION DISTRICT,
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Alan V. Edmunds and Eileen Edmunds, his wife, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the twenty-eighth day of April, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 679, folio 313, (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on Wednesday the 24th day of November, 1954, at two o'clock P. M., all that lot of ground situated and lying in the Third Election District of Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same on the northwest side of Shorecrest Drive at the distance of five hundred eighty feet northeasterly from the corner formed by the intersection of the northwest side of Shorecrest Drive and northeast side of Lake Drive, and at the east corner of Lot Numbered One Hundred Twenty-six (126) as laid out on the plat of Shorecrest hereinafter referred to; thence northeasterly along the northwest side of Shorecrest Drive one hundred feet to the southwest side of Lot Numbered One Hundred Twenty-three (123); thence northwesterly along the southwest side of Lot Numbered One Hundred Twenty-three (123) and at right angles to Shorecrest Drive three hundred twenty-eight feet, more or less, to the waters of Lake Placid; thence southwesterly along the waters of Lake Placid one hundred feet, more or less, to the northeast side of Lot Numbered One Hundred Twenty-six (126); thence southeasterly along the northeast side of Lot Numbered One Hundred Twenty-six (126) and at right angles to Shorecrest Drive two hundred fifty-five feet, more or less, to the place of beginning.

BEING Lots Numbered One Hundred Twenty-four (124) and One Hundred Twenty-five (125), as laid out on the plat of Shorecrest, subdivided by the Cityco Realty Company of Baltimore City, and recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, Section 3, folio 200, now reference Cabinet No. 2, Rod D-5, Plat 200.

The above property is in fee simple and the improvements consist of an uncompleted masonry dwelling

The above property is subject to the restrictions contained in a Deed dated October 24, 1929, and recorded in Liber F. S. R. No. 56, folio 108.

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.
E. T. NEWELL AND COMPANY, INC.,
Auctioneer.

n-18

*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

Mortgage Sale

Alan V. Edmunds

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 24th day of November, 1954. The first insertion being made the 28th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 7 Dec., 1954.

LIBER 90 PAGE 487 OFFICE OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11157

Alan V. Edmunds

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1955. The first insertion being made the 6th day of December, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Thomas Yates

Filed 11 Jan., 1955

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,157 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

ALAN V. EDMUNDS AND EILEEN EDMUNDS, his wife.

Ordered, this 1st day of December, 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 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sales was $7,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-30

No. M. G. 3796

16

*In the Case of*

The Capital Building and Loan Association of Baltimore City

VS.

Alan V. Edmunds and Eileen Edmunds, his wife

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 11,157 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 8, 1955

All of which is respectfully submitted.

Laura K. Goldsmith

Auditor.

Dr. The Capital Building & Loan Association of Baltimore City vs. Alan V. Edmunds and Eileen Edmunds, his wife in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | | 75 | 00 | |
| To Attorney for Commissions, viz: | | 242 | 60 | 317 60 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | | 10 | 00 | |
| Clerk of Court - Court costs | | 25 | 00 | |
| Auditor - stating this account | | 36 | 00 | 71 00 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | | 56 | 24 | |
| Capital-Gazette Press - order nisi (sale) | | 8 | 00 | |
| Capital-Gazette Press - order nisi (acct) | | 6 | 00 | |
| Fidelity & Deposit Co. of Md. - bond premiums | | 28 | 00 | |
| E. T. Newell & Co. - auctioneer's fee | | 75 | 00 | |
| One-half Federal documentary stamps | | 3 | 85 | |
| One-half State documentary stamps | | 3 | 85 | |
| Antoinette M. Granese - notary fee | | 1 | 00 | |
| Dorothy Basel - notary fee | | | 50 | 182 44 |
| To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim filed | | 5,858 | 47 | 5,858 47 |
| BALANCE FOR DISTRIBUTION TO THE FOLLOWING LIENORS, viz: | $665.19 | | | |
| (1) Robert L. Conley (Mechanics lien recorded 11/26/54 in Liber J. H. H. No. 10 folio 546) - | | | | |
| Debt $1,350.00 | | | | |
| Interest to 3/1/55 20.93 | | | | |
| Court costs 3.00 | $1,373.93 | | | |
| (2) J. F. Gomoljak Concrete Products Co., Inc. (Mechanics Lien recorded 12/2/54 in Liber J. H. H. No. 10 folio 553) - | | | | |
| Debt $502.88 | | | | |
| Interest to 3/1/55 7.54 | | | | |
| Court costs 4.50 | 514.92 | | | |
| (3) Brooks Bros. Lumber Co. (Mechancis Lien recorded 1/6/55 in Liber J. H. H. No. 10 folio 565) - | | | | |
| Debt $ 459.61 | | | | |
| Interest to 3/1/55 4.14 | | | | |
| Court costs 5.00 | 468.75 | | | |
| Total | $2,357.60 | | | |
| Distribution of $665.19 on account above liens at the rate of .28214667, viz: | | | | |
| (1) To Robert L. Conley (Order 12/6/54) | | 387 | 65 | |
| (2) To J. F. Gomoljak Concrete Products Co., Inc. (Order of 12/7/54) | | 145 | 28 | |
| (3) To Brooks Bros. Lumber Co. (Order (1/14/55) | | 132 | 26 | 665 19 |
| | | | | 7,094 70 |

19

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

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1954 | | | | | | | |
| Nov. | 24 | Proceeds of Sale | 7,000 | 00 | | | |
| | | Interest on deferred payment | 86 | 85 | | 7,086 | 85 |
| | | Refund 1954 State and County Taxes one month, six days | 7 | 85 | | 7 | 85 |
| | | | | | | 7,094 | 70 |

***ORDER NISI*** LIBER 90 PAGE 491

The Capital Building & Loan Ass'n of Baltimore City

VERSUS

Alan V. Edmunds

and

Eileen Edmunds, his wife

**In the**

# CIRCUIT COURT

**For**

## ANNE ARUNDEL COUNTY

No. 11,157 Equity.

ORDERED, This 15th 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 25th 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 25th day of April next.

Filed 15 Mar. 1955. John H. Hopkins 3rd, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 26th day of April, 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~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

/s/ Benjamin H. Henderson
Judge

Recd 26 Apr., 1955

LIBER 90 PAGE 492

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 20, 1955

We hereby certify, that the annexed

Order Nisi.

Auditor Account

Eq. 11,157.

Alan V. Edmunds

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of April, 1955. The first insertion being made the 24th day of March, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman.

Filed 21 apr., 1955.

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,157 Equity

THE CAPITAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

ALAN V. EDMUNDS And EILEEN EDMUNDS, His Wife.

Ordered, this 15th day 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 25th 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 25th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

3-7

22

EES

LIBER 90 PAGE 493

| | | |
|---|---|---|
| Irving H. Mezger, Attorney | * | |
| Named in Mortgage | * | IN THE CIRCUIT COURT |
| vs. | * | FOR |
| Roland S. Parks, and | * | ANNE ARUNDEL COUNTY |
| Evelyn Parks, his wife. | * | Equity No. 11,201 |

* * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger

Irving H. Mezger
Attorney named in Mortgage

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

1

Filed 3 Dec., 1954.

JK

LIBER 90 PAGE 494

LIBER 738 PAGE 452

No. 11,201 Equity

No Stamps Required

THIS MORTGAGE, Made this 11th day of February in the year one thousand nine hundred and fifty-three, between ROLAND S. PARKS and EVELYN PARKS, 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 the said body corporate, have received therefrom an advance of Eighty-six Hundred Seventy-five ($8,675.00) Dollars; being part pf the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting og 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-three Dollars and Thirty-six Cents ($73.36) commencing on the tenth day of March, 1953, and on the tenth day of each month thereafter, 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 Roland S. Parks and Evelyn Parks, his wife, in full exercise of the powers vested in them in the hereinafter mentioned deed and exercising said powers, not only over the life estate, but the remainder estate in the hereinafter described property, do grant, convey, and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate, lying, and being in the Third Election District, Anne Arundel County, Maryland, and described as follows:

BEGINNING for the same at an iron pipe here set on the North side of a Thirty (30) foot County Road leading from the Old Annapolis Boulevard to Riverdale, said iron pipe and point of beginning is located South Seventy-nine (79) degrees Twenty-four (24) minutes No (00) seconds East Seventy-five and no-tenths (75.0) feet from the point of beginning in that conveyance from Michael A. Jaworski and wife to George P. Wolf and Associates, Inc. by deed dated October 25, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 719, folio 270; thence from the point of beginning so fixed and binding on and with the division line of Lots Nos. One (1) and Two (2) as shown on a plat made by James D. Hicks, County Surveyor, in December, 1952, entitled "Riverdale," North Seven (7) degrees Nineteen (19) minutes Thirty (30) seconds West Two Hundred Five and Forty-

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

Filed 3 Dec., 1954.

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five one-hundredths (205.45) feet to an iron piep; thence with the division line of Lots Nos. Two (2) and Six (6), South Eighty (80) degrees No (00) minutes No (00) seconds East Seventy-four and Seventy-five One-hundredths (74.75) feet to an iron pipe; thence with the division line of Lots Nos. Two (2) and Three (3), South Seven (7) degrees Nineteen (19) minutes Thirty (30) seconds East Two Hundred Six and Twenty-eight One-hundredths (206.28) feet to an iron pipe here set on the North side of the above-mentioned road; thence binding on and with said side of said road North Seventy-nine (79) degrees Twenty-four (24) minutes No (00) seconds West Seventy-five and no-tenths (75.0) feet to the point of beginning. Containing XXXXXXXXXXXX Fourteen Thousand Six Hundred Ninety (14,690) square feet of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, in December, 1952 and being all of Lot No. Two (2) as shown on the above-mentioned plat.

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 George P. Wolf and Associates, Inc., a body corporate, to the said mortgagors, whereby was reserved unto the said Roland S. Parks and Evelyn Parks, his wife, full powers of disposition for and during the term of their natural lives.

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the

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BALTIMORE 1, MD.



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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 Ten ($10.00) Dollars - - - - - - - - - - - - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

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account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby morgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the county aforesaid; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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BALTIMORE 1, MD.

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The said mortgagors covenant that they will warrant specially the property hereby conveyed, and that they will execute such further assurances as may be requisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

Roland S. Parks (SEAL)

Evelyn Parks (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 11th day of February, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Roland S. Parks and Evelyn Parks, his wife, - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer, President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger
Notary Public

My Commission Expires May 4, 1953.

Recorded: February 18, 1953 at 9 A. M.



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

LIBER 90 PAGE 499

# MORTGAGE

From:

Roland S. Parks and Evelyn Parks, his wife.

To:

Arundel Federal Savings and Loan Association of Baltimore City.

THIRD ELECTION DISTRICT

ANNE ARUNDEL COUNTY

Received for Record 18 Day of Feby. 1953 at 9 A.M. and the same day recorded in Liber J.H.H., No. 738 Fol. 452, Land Records of Anne Arundel County.

John H. Hopkins Jr. Clerk

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

FILED

**Milita Affidavit under Soldiers' and Sai s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942**

Irving H. Mezger, Attorney

Named in Mortgage

*vs.*

Roland S. Parks and Evelyn Parks, his wife.

IN THE

**Circuit Court**

OF

ANNE ARUNDEL COUNTY

Equity No. 11,201

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 third day of January 1955.

Jane E. Bruce
Jane E. Bruce *Notary Public*

Filed 4 Jan., 1955

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STATEMENT OF MORTGAGE CLAIM LIBER 90 PAGE 501

Irving H. Mezger, Attorney

Named in Mortgage

*vs.*

Roland S. Parks and Evelyn Parks,

his wife.

IN THE

# CIRCUIT COURT

—OF—

[redacted]
ANNE ARUNDEL COUNTY
Equity No. 11,201

## STATEMENT OF MORTGAGE DEBT

Statement of the mortgage claim of the Arundel Federal Savings and Loan Association of Baltimore City, under the mortgage from Roland S. Parks and Evelyn Parks, his wife, to the said Arundel Federal Savings and Loan Association of Baltimore City dated February 11th, 1953 and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 738, Folio 452.

| | | |
|---|---|---|
| Original Amount of Mortgage | | $8,675.00 |
| Less - Total amount paid on account of principal | $211.38 | |
| Less - Credit Expense Account | 63.86 | 275.24 |
| Net Balance | | $8,399.76 |
| Plus Interest to January 31st, 1955 (with interest thereafter at the rate of 6% per annum) | | 84.85 |
| Total Balance due - Account of Mortgage Indebtedness | | $8,484.61 |

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 third day of January in the year nineteen hundred and fifty-five, 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.

As witness my hand and Notarial Seal.

Jane E. Bruce

My Commission Expires May 2nd, 1955. Jane E. Bruce Notary Public

Filed 4 Jan., 1955

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LIBER 90 PAGE 502

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 11,201 Equity

# 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* Eight Thousand Five Hundred and 00/100 - - - - - - - - - - - - - ($8,500.00) - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 4th *day of* January *in the year of our Lord nineteen hundred and* fifty-five.

*WHEREAS, the above bounden* Irving H. Mezger *by virtue of a power contained in mortgage from* Roland S. Parks and Evelyn Parks, his wife *to* Arundel Federal Savings and Loan Association *dated* February 11, 1953 *and recorded in Liber* JHH *No.* 738 *folio* 452 *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;*

Filed January 4, 1955

*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*

Elaine E. Seeger

Elaine E. Seeger

Irving H. Mezger [SEAL]

[SEAL]

MARYLAND CASUALTY COMPANY

By Joseph F. Howell, Attorney-in-Fact

ATTEST:

Dorothy V. Kammerer

Dorothy V. Kammerer

LIBER 90 PAGE 503

**STATE OF MARYLAND, Baltimore City, act:**

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

**MARYLAND CASUALTY COMPANY**

Attest: D. W. VAUTHIER
Assistant Secretary

By HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 4th day of January, 19 55 in full force and effect.

**MARYLAND CASUALTY COMPANY**

D. W. Vauthier, Assistant Secretary.

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approved this 4 Jan., 1955
John H. Hopkins, 3rd, Clerk
Filed 4 Jan., 1955

| | | |
|---|---|---|
| Irving H. Mezger, Attorney | * | |
| Named in Mortgage | * | IN THE CIRCUIT COURT |
| | | FOR |
| vs. | * | |
| | | ANNE ARUNDEL COUNTY |
| Roland S. Parks and Evelyn | * | |
| | | Equity No. 11,201 |
| Parks, his wife. | * | |

* * * * * * * * *

CERTIFICATION

We hereby certify that on this 7th day of January, 1955, we sold at public auction for the highest price obtainable to Arundel Federal Savings and Loan Association of Baltimore City, the property described as follows:

Being known as Lot No. 2, Plat of Riverdale, Third Election District, Anne Arundel County, Maryland, in fee simple,

at and for the price of Seven Thousand Dollars ($7,000.00).

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr. its Vice President.

E. T. Newell & Co., Inc., Auctioneers

By: John M. Miller, Jr. Vice President

We hereby certify that we purchased the above described property at and for the price of Seven Thousand ($7,000.00) Dollars.

Arundel Federal Savings and Loan Association of Baltimore City

Henry C. Bourke, Jr. Treasurer

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

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Filed 12 Jan., 1955

| | | |
|---|---|---|
| Irving H. Mezger, Attorney named in Mortgage | * | IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,201 |
| vs. | * | |
| Roland S. Parks and Evelyn Parks, his wife. | * | |

* * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage of the mortgage from Roland S. Parks and Evelyn Parks, 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 such 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 "Capital Gazette Press, Inc.", a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, January 7th, 1955, attend on the premises of land fully described in said mortgage and then and there offered for sale at public auction at 3:00 p'clock p.m., land and improvements and more particularly described in said mortgage, in fee simple, and sold same to the Arundel Federal Savings and Loan Association of Baltimore City, the highest bidder, at and for the sum of Seven Thousand Dollars ($7,000.00), the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger

Irving H. Mezger, Attorney named in Mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 11th day of January, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Irving H. Mezger, Attorney named in said Mortgage, and made oath in due form of law that the matters and facts

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COUNSELLORS AT LAW
BALTIMORE 1, MD.

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Filed 12 Jan., 1955.

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.

H. Allen Mezger Notary Public

My Commission Expires May 2nd, 1955.

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

LIBER 90 PAGE 507

# ORDER NISI

Irving H. Mezger,

Attorney Named in Mortgage

versus

Roland S. Parks and

Evelyn Parks, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,201 Equity

Ordered, this 12 day of January, 1955, That the sale of the Property in these Proceedings mentioned,

made and reported by Irving H. Mezger, Attorney named in Mortgage,

~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of 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 21 day of February next.

The report states that the amount of sale ~~to be~~ was $ 7,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

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

Filed 12 Jan., 1955.

(Final Order)

Irving H. Mezger,

Attorney Named in Mortgage

versus

Roland S. Parks and

Evelyn Parks, his wife

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23d day of February, 1955, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed unless cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 23 Feb., 1955.

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LIBER 90 PAGE 508

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 10, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11201

Roland S. Parks

was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of February, 1955. The first insertion being made the 20th day of January, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,201 Equity

IRVING H. MEZGER Attorney Named in Mortgage

Vs.

ROLAND S. PARKS and EVELYN PARKS, his wife.

Ordered, this 12th day of January, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of 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 21st day of February next.

The report states that the amount of sale was $7,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

f-10

15' 4177

Filed 14 Feb., 1955.

*In the Case of*

Irving H. Mezger,
Attorney named in Mortgage
vs.
Roland S. Parks
and
Evelyn Parks, his wife

In the
**Circuit Court**
For
**Anne Arundel County**
No. 11,201 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 11, 1955.

All of which is respectfully submitted.

Laura R. Dahlenburg
Auditor.

Filed 15 Mar., 1955.

16

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Roland S. Parks and Evelyn Parks, his wife

in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 240 | 00 | 290 | 00 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 18 | 75 | | |
| Auditor - stating this account | 9 | 00 | 37 | 75 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 58 | 76 | | |
| Capital-Gazette Press - Order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| The Sun - advertising sale | 10 | 75 | | |
| Maryland Casualty Co. - bond premium | 34 | 00 | | |
| E. T. Newell & Co. - auctioneer's fee | 25 | 00 | | |
| One-half Federal documentary stamps | 3 | 85 | | |
| One-half State documentary stamps | 3 | 85 | | |
| Jane E. Bruce - notary fees | 1 | 00 | 151 | 21 |
| To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim | 6,521 | 04 | 6,521 | 04 |
| | | | 7,000 | 00 |
| Amount of mortgage claim filed | 8,484 | 61 | | |
| Cr. Amount allowed above | 6,521 | 04 | | |
| Balance subject to decree in personam | 1,963 | 57 | | |

17

with

Irving H. Mezger, Attorney named in Mortgage

Cr.

| | | | | |
|---|---|---|---|---|
| 1955 | | | | |
| Jan. | 7 | Proceeds of Sale | 7,000 00 | 7,000 00 |
| | | | | 7,000 00 |

**ORDER NISI** LIBER 90 PAGE 512

Irving H. Mezger,
Attorney named in Mortgage
VERSUS
Roland S. Parks
and
Evelyn Parks, his wife

In the
# CIRCUIT COURT
For
## ANNE ARUNDEL COUNTY

No. 11,201 Equity.

ORDERED, This 15th day 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 25th 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 25th day of April next.

Filed 15 Mar. 1955 John H. Hopkins 3rd, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 26th day of April, 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~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 26 Apr. 1955

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

## CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1955

We hereby certify, that the annexed
Order Nisi
Auditor Account
Eq. 11,201
Roland S. Parks
was published in

**Maryland Gazette**

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 25th day of April, 1955. The first insertion being made the 24th day of March, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 21 Apr., 1955

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,201 Equity

IRVING H. MEZGER, Attorney Named In Mortgage
Vs.
ROLAND S. PARKS And EVELYN PARKS, His Wife.

Ordered, this 15th day 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 25th 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 25th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
a-7

20
No. 4731

LIBER 90 PAGE 513

| | | |
|---|---|---|
| EMIL A. BUDNITZ | * | IN THE CIRCUIT COURT |
| Attorney named in mortgage | * | of |
| | * | ANNE ARUNDEL COUNTY |
| vs: | * | |
| EMIL HESS | * | IN EQUITY<br>No. 11,156 |

Mr. Clerk:

Please docket the above entitled case and file the accompanying Mortgage, marked Plaintiff's Exhibit No. 1.

Emil A. Budnitz

Emil A. Budnitz
Attorney-named-in-mortgage

Filed 22 Oct., 1954.

LIBER 728 PAGE 288

BUILDING ASSOCIATION MORTGAGE—Cl. OR COUNTY—WITH CLAUSE—47

LIBER 90 PAGE 514 No. 11,156 Equity

**This Mortgage,** Made this 9th day of December

in the year one thousand nine hundred and fifty-two between Emil Hess

of the City of Baltimore , in the State of Maryland, Mortgagor , and the

Leadenhell Street Permanent Building and Sevings Aseociation No.1 of Baltimore City

a body corporate, duly incorporated, Mortgagee.

WHEREAS, the said Emil Hess

being a member of the said body corporate

ha e received therefrom an advance of Six Thousand ($6000.00)

Dollars to be wholly applied to the peyment of the purchese money for the property hereinafter described on his Sixty shares of stock, the due execution of this Mortgage having been a condition precedent to the granting of said advance.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Emil Hess

do th grant unto The Leadenhell Street Permanent Building and Savings Aseociation No. 1 of Baltimore City

and its successors and assigns, all those two lots

piece e or parcele of ground situate and lying in the Anne Arundel County and being

at present known as No. 131 West Edgevale Road (formerly No.22 Edgevale Road)

and described as follows: Lote Nos. thirty-two (32) and thirty-three (33) in Section 3 as ehown on Plat of John K.Culver's Subdivieion No. 3 of Brooklyn Park duly recorded among the Land Records of Anne Arundel County in Plat Book G.W.No.1 Folio 171.

Being the same lots of ground deecribed in a deed of even date and intended to be recorded prior hereto from Robert W. Vollmer and wife to said Mortgagor.

Plaintiff's Exhibit No. 1.

Filed 22 Oct., 1954

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LIBER 90 PAGE 515

LIBER 728 PAGE 289

TOGETHER with the improvements thereon; and the rights and appurtenances thereto belonging or appertaining. Including all heating, oil burner, plumbing and electrical epparetus, equipment and fixtures therein contained.

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 Mortgagor shall make the payments and perform the covenants herein on his part conformed, then this Mortgage shall be void.

It is agreed between the Mortgagor and the Mortgegee thet upon the sele of said mortgeged premises by the Mortgegor without the consent of the said Mortgegee the whole of seid mortgege debt shall be deemed due end demendeble.

LIBER 90 PAGE 516

AND the said Mortgagor , fo himself, his heirs executors, administrators and assigns, covenant s with the said body corporate its successors and assigns, to pay and perform, as follows, that is to say: To pay the Mortgagee, its successors and assigns weekly, the sum of twenty-five cents on each of said sixty shares of stock as dues, until the combined payment of dues shall amount to One Hundred Dollars for each of said Sixty shares, and also to pay weekly, the sum of twelve cents for each of said shares, as interest and premium, until the par value of said shares shall be fully paid in, provided that whenever, by payment of said dues the sum of One Hundred dollars shall be paid in upon said loan and all interest and fines then due shall have been paid as provided by the Constitution and By-Laws of the said MORTGAGEE, all interest and premium shall cease as to one share of said loan, and so on until said loan has been fully paid; also to pay all ground rent, water rent and taxes and all other public dues, charges, rent and assessments for which the property hereby mortgaged, and the said mortgage debt hereby secured, may become liable when payable; and for the purpose of paying such taxes, water rent and other public dues and charges and the ground rent and insurance upon said property, the said MORTGAGOR hereby covenant s to pay to the said MORTGAGEE, the further sum of Dollars and cents weekly, which the said MORTGAGEE shall apply from time to time to the payment of said taxes, water rent and other public dues and charges and the ground rent and insurance thereon, with the understanding that should said sum in any year during the continuance of this Mortgage be not sufficient to pay said taxes, water rent and other public dues and charges and the said ground rent and insurance thereon, that the said MORTGAGOR will on demand pay the difference to the said MORTGAGEE, but should said sum so paid in any one year be in excess of the amount necessary to pay the said above mentioned charges and expenses upon said property, then said excess shall be credited by the said MORTGAGEE, on the fines, interest and principal due on said Mortgage debt; also to pay all fines that may be imposed on him by the said MORTGAGEE in accordance with its act of incorporation, constitution and by-laws, and to keep the improvements on the said ground fully insured from loss by fire, for the use of the MORTGAGEE in some company acceptable to the said MORTGAGEE, to the extent of its lien thereon, and to deliver the policy to the MORTGAGEE.

AND it is agreed that until default is made the said Mortgagor , his heirs, personal representatives or assigns, shall retain possession of the mortgaged property, but upon any such default, the entire indebtedness shall become due and payable.

AND the said Mortgagor 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 Emil A. Budnitz , its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows: (1) to the payment of all expenses incident to such sale, including a fee of One Hundred Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustee for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (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 whoever may be entitled to the same.

WITNESS the hand and seal of the said Mortgagor

TEST:

Emil Aird Budnitz
Emil Aird Budnitz

Emil Hess (SEAL)
EMIL HESS

(SEAL)

(SEAL)

LIBER 728 PAGE 290

STATE OF MARYLAND, Baltimore City SS:

I HEREBY CERTIFY, that on this 9th day of December in the year one thousand nine hundred and fifty-two , before me, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Emil Hess the Mortgagor named in the aforegoing Mortgage, and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared Ervin L. Krall President of the within named body corporate and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide, as therein set forth.

WITNESS my hand and Notarial Seal.

Emil Aird Budnitz
Emil Aird Budnitz Notary Public

Recorded: December 12, 1952 at 10.30 A.M.

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LIBER 90 PAGE 517 No. 3.

# MORTGAGE

IN THE CIRCUIT COURT

of

ANNE ARUNDEL COUNTY

IN EQUITY

FROM

Emil Hess

TO

The Leadenhall Street Permanent Building and Savings Association No.1 of Baltimore City

BLOCK NO.

EMIL A. BUDNITZ
Attorney named in mortgage

vs:

EMIL HESS

Plaintiff's Exhibit No.1

Received for Record Dec 12 1922

at 10.30 o'clock A M. Same day recorded in Liber JHH No. 728 Folio 288 etc.,

Land Records of Anne Arundel Co.,

and examined per

[signature], Clerk.

Cost of Record, $

Budnitz & Budnitz
Attorneys at Law
10 E.Lexington St.,
Baltimore, Md.

The Daily Record Company, Baltimore, Md.

**Military Affidavit under Soldiers' and Sailors' Civil Relief Act of 19. and Amendment thereto of Oct .er 6, 1942**

LIBER 90 PAGE 518

Emil A. Budnitz, Attorney

named in mortgege

vs.

Emil Hess

IN THE

**Circuit Court** ~~No. 2~~

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

In Equity

No. 11,156

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 Harry L. Carman, the Secretary of The Leadenhall Street Permanent Building and Savings Association No.1 of Baltimore City and made oath in lue 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.

Harry L. Carman

Affiant

Harry L. Carman

Subscribed and sworn to before me this 20th day of October 1954

Emil Aird Budnitz

Notary Public.

Emil Aird Budnitz

Filed 22 Oct., 1954.

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LIBER 90 PAGE 519

*Docket* ..... *Folio* .....

*Case No.* .....

*Filed* .....

Emil A. Budnitz, Attorney

named in mortgage

*vs.*

Emil Hess

IN THE

**CIRCUIT COURT** ~~NO. 2~~

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

In Equity

No. 11,156

# STATEMENT OF MORTGAGE CLAIM

Statement of the Mortgage Claim of Emil A. Budnitz, Attorney named in mortgage

under the mortgage from Emil Hess

to The Leadenhall Street Permanent Building and Savings Association No.1 of Baltimore City

dated the 9th day of December, 1952, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County, in Liber J.H.H. No. 728 Folio 288

| | |
|---|---|
| To amount of mortgage loan | $6000.00 |
| Paid on account of principal | 478.67 |
| Balance | 5521.33 |
| To five (5) weeks interest @ $6.72 per week to November 30,1954 (the date of sale) | 33.60 |
| Balance due | 5554.93 |

Harry L. Carman

Harry L.Carman, Secretary of
The Leadenhall Street Permanent Building
and Savings Association No.1 of Baltimore City

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 22nd day of November 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 Harry L.Carman, the Secretary of The Leadenhall Street Permanent Building and Savings Association No.1 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.

Emil Aird Budnitz

Emil Aird Budnitz Notary Public

Filed 24 Nov., 1954

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F. 21788 500 9-85 Made in U.S.A.

LIBER 90 PAGE 520

No. 11,156 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, Emil A.Budnitz
10 E.Lexington Street, Baltimore, Maryland
as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Six thousand 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 22nd day of November, in the year of our Lord 1954

WHEREAS, the above bounden Emil A. Budnitz

by virtue of the power contained in a mortgage from Emil Hess to The Leadenhall Street Permanent Building And Savings Association No. 1 of Baltimore City bearing date the 9th day of December, 1932 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 728 Folio 288 and Emil A. Budnitz

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 Emil A. Budnitz

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 Emil A. Budnitz

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*

Estelle M. Fiedler

Emil A. Budnitz [SEAL]
Emil A. Budnitz

[SEAL]

NATIONAL SURETY CORPORATION

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

As to Surety

Estelle M. Fiedler
Estelle M. Fiedler

Attorney in fact

approved this 24 Nov, 1954
John H. Hopkins, 3rd, Clerk.

Filed 24 Nov., 1954.

LIBER 90 PAGE 521

# NATIONAL SURETY CORPORATION

*New York*

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N. Y., hath made, constituted and appointed, and does by these presents make, constitute and appoint ROSE M. BAUSCH

of BALTIMORE and State of MARYLAND

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver ANY AND ALL BONDS, RECOGNIZANCES, CONTRACTS, AGREEMENTS OF INDEMNITY AND OTHER CONDITIONAL OR OBLIGATORY UNDERTAKINGS;

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the By-laws of NATIONAL SURETY CORPORATION:

"ARTICLE XII. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.

"Section 1.—The Chairman, President or any Vice-President may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the corporation and the Chairman, President, or any Vice-President, the Board of Directors or the Executive Committee may at any time suspend or revoke the powers and authority given to any such Resident, Vice-President, Resident Assistant Secretary and Attorney-in-Fact, and also remove them from office. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 1.—The President, Executive Vice-President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and the President, Executive Vice-President or any Vice-President, the Board of Directors or the Executive and Finance Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and also remove any of them from office. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 1.—Appointment.—The President, Executive Vice President or any Vice President may, from time to time, appoint Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the Chairman or the President and sealed and attested by the Secretary. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended May 25, 1933. Applies to all powers of attorney executed prior to July 30, 1935).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by the President and sealed and attested by the Secretary. (As amended July 30, 1935. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to a copy of the By-laws of the Corporation or any Article or Section thereof. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the corporation or any Article or Section thereof. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 7.—Attorneys-in-Fact—Verifications.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts, agreements of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended April 27, 1943. Applies to all powers of attorney executed prior to June 27, 1944).

"Section 7.—Attorneys-in-Fact—Verifications—Certifications.—Attorneys-in-Fact are hereby authorized to verify, by affidavit or otherwise, the authority to execute bonds, recognizances, contracts, agreements of indemnity, and other conditional or obligatory undertakings; and to certify, by affidavit or otherwise, as to the inspection or examination of assets of the estates, where the fiduciary responsible for such assets is bonded by the Corporation; and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended June 27, 1944. Applies to all powers of attorney executed on or after that date).

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 6TH day of MARCH A.D., 19 52

NATIONAL SURETY CORPORATION

(Seal)

By S. G. DRAKE
*Vice President*

ATTEST: A. N. MACDOUGALL
*Assistant Secretary*

LIBER 90 PAGE 522

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 6TH day of MARCH A.D., 19 52

before me personally came S. G. DRAKE, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said A. N. MacDOUGALL further said that he is acquainted with ~~S. G. Drake~~ and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

(Notarial seal affixed)

ELIZABETH C. KING
*Notary Public*

STATE OF MARYLAND
~~COUNTY~~ CITY OF BALTIMORE } ss.:

I, ALICE B. HOLLAND, Resident Assistant Secretary and Attorney-in-Fact of NATIONAL SURETY CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney (including applicable By-law sections), executed by said NATIONAL SURETY CORPORATION, which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of BALTIMORE, MD. this 22nd day November A.D. 1954

Alice B. Holland
*Resident Assistant Secretary and Attorney-in-Fact*

NATIONAL SURETY CORPORATION New York

INVISIBLE ARMOR

GENERAL POWER OF ATTORNEY

—TO—

ON

DATE 19

F. 2014

LIBER 90 PAGE 523

EDMUND BUDNITZ, Solicitor
EMIL A. BUDNITZ, Solicitor
10 E. Lexington Street
Baltimore, Maryland

## MORTGAGE SALE

131 West Edgevale Road
Brooklyn Park
Anne Arundel County

Under and by virtue of the power and authority contained in a Mortgage from Emil Hess dated December 9, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 728, folio 288, etc. (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at public auction, on the premises, on

TUESDAY, NOVEMBER 30, 1954
AT 3:00 O'CLOCK P. M.

all that lot of ground and improvements thereon situate and lying in Anne Arundel County, and described as follows:

Being known and designated as Lots Nos. thirty-two (32) and thirty-three (33) in Section 3 as shown on Plat of John K. Culler's Subdivision No. 3 of Brooklyn Park duly recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 171. The improvements thereon being known as No. 131 West Edgevale Road (formerly No. 22 Edgevale Road). IN FEE SIMPLE. Improved by a two story frame bungalow.

TERMS OF SALE: A cash deposit of $750.00 will be required of the purchaser at the time and place of sale; balance of purchase money upon final ratification of sale by Circuit Court of Anne Arundel County and to bear interest from the date of sale to date of settlement. Taxes and all other expenses, including Anne Arundel County Sanitary Commission charges, if any, to be adjusted to the date of sale.

EMIL A. BUDNITZ
Attorney named in Mortgage
SAM W. PATTISON & CO., Auctioneers
407 North Howard Street
Baltimore, Maryland

11-24

No. M. G. 3154

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OFFICE OF

*Maryland Gazette*

Published by

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

# CERTIFICATE OF PUBLICATION

Annapolis, Md., December 2, 1954

We hereby certify, that the annexed

Mortgage Sale

Emil Hess

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of November, 1954. The first insertion being made the 4th day of November, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Mamie Tate

Filed 3 Dec., 1954

| | | |
|---|---|---|
| EMIL A. BUDNITZ, | * | IN THE CIRCUIT COURT |
| | * | of |
| ATTORNEY NAMED IN MORTGAGE | * | ANNE ARUNDEL COUNTY |
| | * | |
| vs: | * | IN EQUITY |
| | * | No. 11,156 |
| EMIL HESS | * | |

I, SAM W. PATTISON REA, OWNER OF SAM W. PATTISON & CO., HEREBY CERTIFY that I have sold property No. 131 West Edgevale Road, Brooklyn Park, Anne Arundel County, Maryland, on Tuesday, November 30,1954, at 3:00 p.m. to The Melton Realty Company, a body corporate, at and for the sum of Seven Thousand and Twenty-five Dollars ($7025.00) and that said sale was fairly made.

TEST:

SAM W. PATTISON & CO.

BY Sam W. Pattison Rea
Sam W. Pattison Rea, Owner

Edmund Budnitz

I, MEYER MINDEL, VICE-PRESIDENT OF THE MELTON REALTY COMPANY, HEREBY CERTIFY, that I have purchased property No. 131 West Edgevale Road, Brooklyn Park, Anne Arundel County,Maryland, on Tuesday November 30,1954, at 3:00 p.m. at and for the sum of Seven Thousand and Twenty-five Dollars ($7025.00) and that said sale was fairly made.

The Melton Realty Company

Test:

BY Meyer Mindel
Meyer Mindel Vice-President

C. John Serio
C. John Serio

Filed 3 Dec., 1954

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| | | |
|---|---|---|
| EMIL A. BUDNITZ, | * | IN THE CIRCUIT COURT |
| ATTORNEY NAMED IN MORTGAGE | * | of |
| | | ANNE ARUNDEL COUNTY |
| vs: | * | |
| | | IN EQUITY |
| EMIL HESS | * | No. 11,156 |

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Emil A. Budnitz, Attorney named in mortgage, respectfully showe:

1. That the said Emil A. Budnitz is attorney named in the mortgage from Emil Hess to The Leadenhall Street Permanent Building and Savings Association No.1 of Baltimore City dated December 9, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 728, folio 288 in the sum of Six Thousand ($6000.00) Dollars covering lots Nos. thirty-two (32) and thirty-three (33) in Section 3 as shown on Plat of John K.Culver's Subdivision No.3 of Brooklyn Park duly recorded among the Land Records of Anne Arundel County in Plat Book G.W.No.1, folio 171. The improvements thereon being known as No. 131 West Edgevale Road (formerly No. 22 Edgevale Road). IN FEE SIMPLE; pursuant to terms of said mortgage and the powers contained therein, (default having occurred in the terms and conditions of said Mortgage) and after docketing the above entitled suit, and after furnishing bond for the faithful performance of his duties, which bond has been duly approved by the Clerk of this Court, and filed in this Court, and after having given notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a weekly newspaper published in Anne Arundel County for more than twenty days preceding the sale and by short advertisement in the Sunday Sun on the Sunday preceding the sale, the said Emil A. Budnitz, Attorney named in mortgage as aforesaid, did pursuant to said notice on Tuesday, November 30, 1954 at 3:00 p.m. attend on the premises and then and there sold said property known as No. 131 West Edgevale Road (formerly No.22 Edgevale Road) fully and

Filed 7 Dec., 1954.

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particularly described in these proceedings and in the advertisement of sale attached hereto as part hereof, unto The Melton Realty Company, a body corporate of the State of Maryland, at and for the sum of Seven Thousand and Twenty-five Dollars ($7025.00), it being then and there and at that price the highest bidder therefor.

Respectfully submitted,

Emil A. Budnitz

Emil A. Budnitz, Attorney named in Mortgage

EDMUND BUDNITZ, Solicitor
EMIL A. BUDNITZ, Solicitor
10 E. Lexington Street
Baltimore, Maryland

## MORTGAGE SALE

131 West Edgevale Road
Brooklyn Park
Anne Arundel County

Under and by virtue of the power and authority contained in a Mortgage from Emil Hess dated December 9, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 728, folio 288, etc. (default having occurred thereunder), the undersigned Attorney named in Mortgage will sell at public auction, on the premises, on

TUESDAY, NOVEMBER 30, 1954,
AT 3:00 O'CLOCK P. M.

all that lot of ground and improvements thereon situate and lying in Anne Arundel County, and described as follows:

Being known and designated as Lots Nos. thirty-two (32) and thirty-three (33) in Section 3 as shown on Plat of John K. Culver's Subdivision No. 3 of Brooklyn Park duly recorded among the Land Records of Anne Arundel County in Plat Book G. W. No. 1, folio 171. The improvements thereon being known as No. 131 West Edgevale Road (formerly No. 22 Edgevale Road). IN FEE SIMPLE. Improved by a two story frame bungalow.

TERMS OF SALE: A cash deposit of $700.00 will be required of the purchaser at the time and place of sale; balance of purchase money upon final ratification of sale by Circuit Court of Anne Arundel County, and to bear interest from the date of sale to date of settlement. Taxes and all other expenses, including Anne Arundel County Sanitary Commission charges, if any, to be adjusted to the date of sale.

EMIL A. BUDNITZ
Attorney named in Mortgage

SAM W. PATTISON & CO., Auctioneers
407 North Howard Street
Baltimore, Maryland

STATE OF MARYLAND
BALTIMORE CITY: to wit:

LIBER 90 PAGE 527

I HEREBY CERTIFY, that on this 6th day of December, in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Emil A. Budnitz, Attorney named in mortgage, and made oath in due form of law that the matters and facts setforth in the above reported sale are true to the best of his information, knowledge and belief and that the sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Donald H. Forman
Notary Public

NOTARY PUBLIC BALTIMORE

LIBER 90 PAGE 528

# ORDER NISI

Emil A. Budnitz,
Attorney Named In Mortgage

versus

Emil Hess

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,156 Equity

Ordered, this 7 day of December, 19 54, That the sale of the Property in these Proceedings mentioned,
made and reported by Emil A. Budnitz, Attorney named in Mortgage,
~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of January next.

The report states that the amount of sales to be $ 7,025.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 7 Dec., 1954

(Final Order)

Emil A. Budnitz,
Attorney Named In Mortgage

versus

Emil Hess

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of January, finally 19 55, that the sale made and reported by the ~~Trustees~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 11 Jan., 1955

13

F. 21738 500 9-35 Made in U.S.A.

LIBER 90 PAGE 529

No. 11,156 Equity

MORTGAGEES OR ATTORNEYS BOND.

KNOW ALL MEN BY THESE PRESENTS, THAT we, Emil A.Budnitz
10 E.LEXINGTON STREET, BALTIMORE 2, Maryland
as principal
and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Fifteen hundred and 00/100 - - - - - - - - ($1500.00) - - - - - - - - - - - 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 7th day of December, in the year of our Lord 1954

WHEREAS, the above bounden EMIL A.BUDNITZ

by virtue of the power contained in a mortgage from [redacted] EMIL HESS to The Leadenhall Street Permanent Building and Savings Association No. 1 of Baltimore City bearing date the 9th day of December, 1952 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 728 Folio 288 and Emil A.Budnitz

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 Emil A.Budnitz 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 Emil A.Budnitz 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*

Donald P. Roman — DONALD P. ROMAN

Emil A. Budnitz — Emil A.Budnitz [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 9 dec., 1954
John H. Hopkins, 3rd, Clerk.

Filed 9 dec., 1954

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LIBER 90 PAGE 530

# NATIONAL SURETY CORPORATION

*New York*

## GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N. Y., hath made, constituted and appointed, and does by these presents make, constitute and appoint ROSE M. BAUSCH

of BALTIMORE and State of MARYLAND

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver ANY AND ALL BONDS, RECOGNIZANCES, CONTRACTS, AGREEMENTS OF INDEMNITY AND OTHER CONDITIONAL OR OBLIGATORY UNDERTAKINGS; - -

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the By-laws of NATIONAL SURETY CORPORATION:

"ARTICLE XII. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.

"Section 1.—The Chairman, President or any Vice-President may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the corporation and the Chairman, President, or any Vice-President, the Board of Directors or the Executive Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary and Attorney-in-Fact, and also remove them from office. (Adopted April 28, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 1.—The President, Executive Vice-President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and the President, Executive Vice-President or any Vice-President, the Board of Directors or the Executive and Finance Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and also remove any of them from office. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 1.—Appointment.—The President, Executive Vice President or any Vice President may, from time to time, appoint Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the Chairman or the President and sealed and attested by the Secretary. (Adopted April 28, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended May 25, 1933. Applies to all powers of attorney executed prior to July 30, 1935).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by the President and sealed and attested by the Secretary. (As amended July 30, 1935. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to a copy of the By-laws of the Corporation or any Article or Section thereof. (Adopted April 28, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the corporation or any Article or Section thereof. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 7.—Attorneys-in-Fact—Verifications.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts, agreements of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended April 27, 1943. Applies to all powers of attorney executed prior to June 27, 1944).

"Section 7.—Attorneys-in-Fact—Verifications—Certifications.—Attorneys-in-Fact are hereby authorized to verify, by affidavit or otherwise, the authority to execute bonds, recognizances, contracts, agreements of indemnity, and other conditional or obligatory undertakings; and to certify, by affidavit or otherwise, as to the inspection or examination of assets of the estates, where the fiduciary responsible for such assets is bonded by the Corporation; and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended June 27, 1944. Applies to all powers of attorney executed on or after that date).

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 6TH day of MARCH A.D., 19 52

NATIONAL SURETY CORPORATION

(Seal)

By S. G. DRAKE
*Vice President*

ATTEST: A. N. MacDOUGALL
*Assistant Secretary*

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 6TH day of MARCH A.D., 19 52.

before me personally came S. G. DRAKE, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said A. N. MacDOUGALL further said that he is acquainted with S.G.Drake and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

(Notarial seal affixed) ELIZABETH C. KING
*Notary Public*

STATE OF MARYLAND
COUNTY OF [redacted]
CITY BALTIMORE } ss.:

I, VER A. TRZECIAK, Resident Assistant Secretary and Attorney-in-Fact of NATIONAL SURETY CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney (including applicable By-law sections), executed by said NATIONAL SURETY CORPORATION, which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of [redacted] this 7th day December A.D. 19 54

BALTIMORE, MD.

Ver A. Trzeciak
*Resident Assistant Secretary and Attorney-in-Fact*

INVISIBLE ARMOR

NATIONAL SURETY CORPORATION *New York*

GENERAL POWER OF ATTORNEY

—TO—

ON

DATE 19

F. 2014

LIBER 90 PAGE 532 OFFICE OF

*Maryland Gazette*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11156

Emil Hess

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1955. The first insertion being made the 9th day of December, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 11 Jan., 1955.

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,156 Equity

EMIL A. BUDNITZ, Attorney Named In Mortgage

Vs.

EMIL HESS

Ordered, this 7th day of December, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Emil A. Budnitz, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sales to be $7,025.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

d-30

No. M. G. 3813

15'

*In the Case of*

Emil A. Budnitz,
Attorney named in Mortgage
vs.
Emil Hess

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 11,156 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 24, 1955

All of which is respectfully submitted.

Laura K. Jenkins
Auditor.

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Filed 27 Jan., 1955

Dr. Emil A. Budnitz, Attorney named in Mortgage vs. Emil Hess in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 100 | 00 | | |
| To Attorney for Commissions, viz: | 242 | 22 | 342 | 22 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 20 | 50 | | |
| Auditor - stating this account | 13 | 50 | 44 | 00 |
| To Attorney 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 | 9 | 80 | | |
| National Surety Co. - bond premiums | 30 | 00 | | |
| Sam W. Pattison & Co. - auctioneer's fee | 351 | 25 | | |
| One-half Federal documentary stamps | 4 | 13 | | |
| One-half State documentary stamps | 4 | 12 | | |
| Donald P. Roman - notary fee | | 50 | 446 | 32 |
| To Attorney for Benefit Charges, viz: | | | | |
| Baltimore City Water Dept. - water service - 3 months 13 days | 4 | 52 | 4 | 52 |
| To The Leadenhall Street Permanent Building & Savings Ass'n No. 1 of Baltimore City, mortgagee - in full for mortgage claim filed | 5,554 | 93 | 5,554 | 93 |
| To Milton J. Lejk, grantee of Emil Hess, mortgagor, by deed dated 6/9/53, and recorded in Liber J.H. H. No. 761 folio 567 - this balance | 691 | 35 | 691 | 35 |
| | | | 7,083 | 34 |

17

with

Emil A. Budnitz, Attorney named in Mortgage

Cr.

| | | | | | | |
|---|---|---|---|---|---|---|
| 1954 | | | | | | |
| Nov. | 30 | Proceeds of Sale | 7,025 | 00 | | |
| | | Interest on deferred payment - 1 month 17 days | 49 | 05 | 7,074 | 05 |
| | | Refund 1954 State and County taxes ($101.24 - adjusted) - 1 month | 8 | 44 | | |
| | | Refund 1954 water and sewer benefit charges ($10.25) - 1 month | | 85 | 9 | 29 |
| | | | | | 7,083 | 34 |

LIBER 90 PAGE 536

**ORDER NISI**

Emil A. Budnitz,

Attorney named in Mortgage

VERSUS

Emil Hess

In the

# CIRCUIT COURT

For

## ANNE ARUNDEL COUNTY

No. 11,156 Equity.

ORDERED, This 27 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 7 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of March next.

Filed 27 Jan., 1955 John H. Hopkins, 3rd, Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 28th 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 [redacted] apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Filed 28th March 1955 Judge.

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,156 Equity

EMIL A. BUDNITZ, Attorney named in Mortgage

Vs.

EMIL HESS

Ordered, this 27th day of January, 955, That the Report and Account of he Auditor, filed this day in the above ntitled cause BE RATIFIED AND ONFIRMED, unless cause to the conrary be shown on or before the 7th lay of March next; Provided, a copy of his Order be inserted in some newsaper published in Anne Arundel ounty, once in each of three successive eeks before the 7th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

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

f-17

No. M.G. 5622

***Maryland Gazette***

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1955

We hereby certify, that the annexed

Order Nisi - Aud. Acct. - Eq 11156

Emil Hess

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 March, 1955. The first insertion being made the 3rd day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 19 Mar., 1955.

20

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| | : | |
| | : | |
| vs. | : | FOR |
| | : | |
| ISAAC C. BALDWIN | : | ANNE ARUNDEL COUNTY (In Equity) |
| | : | No. 10,968 |

Mr. Clerk:

Please docket the above suit and file with mortgage marked Exhibit "A".

John O. Dumler

Attorney named in Mortgage

Filed 27 Mar., 1954

LIBER 90 PAGE 538

LIBER 423 PAGE 270

[DR.—COUNTY]

# Mortgage

No. 10,968 Equity

THIS MORTGAGE, Made this first day of August, in the year Nineteen Hundred and Forty-seven, by and between Isaac C. Baldwin,

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of - - Twenty-five Hundred - - Dollars ($ 2500.00 ), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of - - Twenty-five Hundred - - Dollars ($ 2500.00 ), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of - - six - - per centum ( 6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of - - Thirty - - Dollars ($ 30.00 ), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of September, 1947, and continuing on the first day of each month thereafter until the principal, interest and such fines and charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

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

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

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

BEING known and designated as Lots Numbered Nine (9) and Ten (10), Section Eighty (80) on Plat of Green Haven, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book W.N.W. No. 1, folio 346.

BEING the same lots of ground which, by deed of even date herewith, and recorded or intended to be recorded among the Land Records aforesaid immediately prior hereto, were granted and conveyed by Frank Mizrock and wife to the said Isaac C. Baldwin.

Plaintiff's Exhibit A
Filed 27 Mar., 1954

LIBER 90 PAGE 539
LIBER 423 PAGE 271

WHEREAS, This mortgage shall also secure future advances, as provided by Chapter 923 of the Laws of the State of Maryland, passed at the January session, in the year 1945, or any supplement thereto.

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

AND in case of any default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, become due and demandable; the waiver of any default or failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall be lawful for the said The Capital Building and Loan Association of Baltimore City, its successors and assigns, or Harry A. Kohlerman or John O. Dumler, their Attorneys or Agents, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their personal representatives or assigns, subject to the payment of the annual ground rent aforesaid; and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in - - Anne Arundel - - County, and such other notice as by the said Mortgagee, its successors, or assigns or party making the sale may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale including a fee of Fifty Dollars and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, his personal representative or assigns, or to whoever may be entitled to the same.

And the said Mortgagor, for himself, his heirs, ~~personal representatives~~ and assigns, does hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commission the said Mortgagor, for himself, his heirs, ~~personal representatives~~ and assigns, does hereby covenant and agree to pay; and the said Mortgagee, its successors or assigns, or Harry A. Kohlerman or John O. Dumler, their said Attorneys, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses and commission.

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

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

WITNESS:

Isaac C. Baldwin (SEAL)

Mildred I. Tavik (SEAL)

Mildred I. Tavik

(SEAL)

(SEAL)

LIBER 423 PAGE 273 LIBER 90 PAGE 541

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this first day of August, 1947, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Isaac C. Baldwin, known to me to be - - the above-named Mortgagor(s), and he acknowledged the foregoing Mortgage to be his act:

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

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

Mildred I. Tavik
Mildred I. Tavik Notary Public

My commission expires May 2, 1949

Recorded- 8- Aug. 1947- at 9 A.M.

INSPECTED J. L. G. H. L. B. B.

(1)

ANNE ARUNDEL COUNTY

Mortgage

FROM

ISAAC C. BALDWIN

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Received for Record 8 Day of Aug 1947, at 9 o'clock A.M. and the same day recorded in Liber J.H.H., No. 423 Fol. 270, Land Records of Anne Arundel County

Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

(DR COUNTY)
File No. 7895-T
Property:
Lots 9-10, Sec. 80
Green Haven

Description approved

Execution approved

JOHN O. DUMLER
Attorney named in Mortgage

vs.

ISAAC C. BALDWIN

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
No. 10,968

I HEREBY CERTIFY, that on this 24th day of March 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City personally appeared Charles F. Loos, Vice President of The Capital Building and Loan Association of Baltimore City, Plaintiff in the above entitled case, and made oath in due form of law that the Defendant, Isaac C. Baldwin, against whom the above case has been docketed, is not in the Military Service of the United States, or of any nation with which the United States is allied in the present war, that he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps and has not been ordered to report for service therein.

Isabelle V. Bowes
Notary Public
Isabelle Bowes

Charles F. Loos V. Pres.
Charles F. Loos, Affiant

Filed 27 Mar., 1954

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LIBER 90 PAGE 543

JOHN O. DUMLER
ATTORNEY NAMED IN MORTGAGE

vs.

ISAAC C. BALDWIN

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
No. 10,968

STATEMENT OF MORTGAGE CLAIM

| | |
|---|---|
| Amount of mortgage dated August 1, 1947 | $ 2500.00 |
| Less amount paid thereon | 1497.78 |
| TOTAL DUE | $ 1002.22 |

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 17th day of November, 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 Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Helena Reymann
Helena Reymann Notary Public

My commission expires May 2, 1955.

Filed 30 Nov., 1954

LIBER 90 PAGE 544

A STOCK COMPANY — ESTABLISHED 1890

# Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 10,968 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
Fidelity Building
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND FIVE HUNDRED AND 00/100 - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - ($2,500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 23rd day of November 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: Isaac C. Baldwin

to The Capital Building and Loan Association of Baltimore City bearing date the 1st day of August, 1947 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 423 Folio 270 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.

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:*

Helena Reymann
HELENA REYMANN

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg
C. BERG

*As to Surety*

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

MD3228a—500, 1-54 129351
Mortgagee's or Attorney's Bond

Approved this 30 Nov., 1954.
John F. Hopkins, Jud., Clerk.
Filed 30 Nov., 1954.

*State of Maryland, Baltimore City, sct:*

LIBER 90 PAGE 545

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. A. NUTTLE
*Vice-President*

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

November 23, 19 54

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

F. H. BECKWITH *Assistant Secretary*

| | | |
|---|---|---|
| THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY | : | IN THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY (In Equity) |
| ISAAC C. BALDWIN | : | No. 10,968 |

oOo

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

The report of sale of John O. Dumler, Attorney named in the mortgage to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by the advertisements inserted in The Maryland Gazette, a newspaper published in Anne Arundel County for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the second day of December, 1954 at two o'clock P.M., sell on the premises the aforesaid fee simple property unto The Melton Realty Company at and for the sum of Sixteen Hundred Dollars ($1600.00) cash, the said The Melton Realty Company having offered the greatest price therefor.

John O. Dumler
John O. Dumler
Attorney named in mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify, that on this 6th day of December, in the year one thousand nine hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal

Helena Reymann
Helena Reymann Notary Public

My commission expires May 2, 1955

Filed 7 Dec., 1954.

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LIBER 90 PAGE 547

# ORDER NISI

The Capital Building And Loan Association Of Baltimore City

versus

Isaac C. Baldwin

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,968 Equity

Ordered, this 7 day of December, 1954, 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 10 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 10 day of January next.

The report states that the amount of sales to be $ 1,600.00.

True Copy,

John H. Hopkins, 3rd, Clerk.

TEST: Clerk.

Filed 7 Dec., 1954

(Final Order)

The Capital Building And Loan Association Of Baltimore City

versus

Isaac C. Baldwin

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th 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 11 Jan., 1955.

LIBER 90 PAGE 548

KOHLERMAN AND DUMLER,
Solicitors
1406 Fidelity Building
Baltimore 1, Maryland

## MORTGAGE SALE

**Of desirable fee simple residential property, Lots Nine and Ten, Section 80, Green Haven, Anne Arundel County.**

Under and by virtue of the power and authority contained in a mortgage from Isaac C. Baldwin, unmarried, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated August 1, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 423, folio 270, (default having occurred thereunder), the undersigned, the attorney named in said mortgage will sell at public auction on the premises, on Thursday, the 2nd day of December, 1954, at 2:00 P. M., all that lot of ground situated and lying in Green Haven, Anne Arundel County, State of Maryland and being described as follows:

BEING known and designated as Lots Numbered Nine (9) and Ten (10), Section Eighty (80) on Plat of Green Haven, recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book W. N. W. No. 1, folio 346, said property being located on the north side of Seventh Street east of East Shore Road, having a frontage of fifty feet and depth of one hundred feet.

The above property is in fee and is subject to a restriction that no building or any part thereof shall be erected or kept on said lots wholly or partially within ten feet of the avenue or street on which said lots front. The improvements consist of a frame dwelling with outbuildings.

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 cent) 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
E. T. NEWELL & COMPANY
Auctioneer

n-25

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

Mortgage Sale

Isaac Baldwin

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of December, 1954. The first insertion being made the 11th day of November, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 7 Dec., 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., January 3, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 10,968

Isaac C. Baldwin

was published in

*Maryland Gazette*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1955. The first insertion being made the 9th day of December, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 11 Jan., 1955.

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,968 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

ISAAC C. BALDWIN

Ordered, this 7th day of December, 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 10th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of January next.

The report states that the amount of sales to be $1,600.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-30

No. M. G. 3812

12

*In the Case of*

The Capital Building & Loan Association of Baltimore City

vs.

Isaac C. Baldwin

**In the**

# Circuit Court

**For**

**Anne Arundel County**

No. 10,968 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 24, 1955

All of which is respectfully submitted.

Laura K. Jacklin

Auditor.

Filed 27 Jan., 1955.

Dr. The Capital Building and Loan Association of Baltimore City
vs. Isaac C. Baldwin

in ac.

| | | | | |
|---|---|---|---|---|
| To Attorney for Fee, viz: | 50 | 00 | | |
| To Attorney for Commissions, viz: | 80 | 25 | 130 | 25 |
| To Attorney for Court costs, viz: | | | | |
| Plaintiff's Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 18 | 75 | | |
| Auditor - stating this account | 13 | 50 | 42 | 25 |
| To Attorney for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale | 29 | 07 | | |
| Capital-Gazette Press - Order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - Order nisi (acct) | 6 | 00 | | |
| The Sun - advertising sale | 12 | 15 | | |
| Fidelity & Deposit Co. of Md. - bond premium | 10 | 00 | | |
| E. T. Newell & Co. - auctioneer's fee | 50 | 00 | | |
| One-half Federal documentary stamps | 1 | 10 | | |
| One-half State documentary stamps | 1 | 10 | | |
| Helena Reymann - notary fees | 1 | 00 | 118 | 42 |
| To The Capital Building & Loan Association of Baltimore City, mortgagee - in full for mortgageclaim filed | 1,002 | 22 | 1,002 | 22 |
| To Isaac C. Baldwin, mortgagor - this balance | 317 | 15 | 317 | 15 |
| | | | 1,610 | 29 |

15

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 1954 | | | | | | |
| Dec. | 2 | Proceeds of Sale | 1,600 | 00 | | |
| | | Interest on deferred payment | 7 | 15 | 1,607 | 15 |
| | | Refund 1954 State and County taxes ($40.33 - adjusted) 28 days | 3 | 14 | 3 | 14 |
| | | | | | 1,610 | 29 |

LIBER 90 PAGE 553

***ORDER NISI***

The Capital Building and Loan Association of Baltimore City

VERSUS

Isaac C. Baldwin

**In the**

# CIRCUIT COURT

**For**

**ANNE ARUNDEL COUNTY**

No. 10,968 Equity.

ORDERED, This 27 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 7 day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7 day of March next.

Filed 27 Jan. 1955. John H. Hopkins, Jr., Clerk.

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 21st 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~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 21 Mar. 1955.

LIBER 90 PAGE 554

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. 10,968 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION of Baltimore City

Vs.

ISAAC C. BALDWIN

Ordered, this 27th 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 7th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 7th day of March next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

f-17

No. M.G. 5671

18

## CERTIFICATE OF PUBLICATION

Annapolis, Md., March 14, 1955

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 10,968.

Isaac C. Baldwin

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 March, 1955. The first insertion being made the 3rd day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By J. D. Tilghman

Filed 19 Mar., 1955.

| | | |
|---|---|---|
| CATHERINE G. GRAY<br>1954 West Street<br>Annapolis, Maryland. | : | NO. 11,068 EQUITY |
| CORENA G. HAWKINS<br>1980 West Street<br>Annapolis, Maryland | : | IN THE CIRCUIT COURT |
| LILLIAN G. HAWKINS<br>R.F.D. No. 1, Box 233<br>Annapolis, Maryland | : | FOR<br>ANNE ARUNDEL COUNTY |
| ELIJAH GALLOWAY, also known as<br>ELIJAH ARTHUR<br>19 College Creek Terrace<br>Annapolis, Maryland | : | |
| RUBY G. WHITE<br>1945 West Street<br>Annapolis, Maryland | : | |
| JAMES GALLOWAY, also known as<br>JAMES HALL<br>793 George Street<br>Baltimore, Maryland | : | |
| ETHEL G. CARTER<br>1951 West Street<br>Annapolis, Maryland | : | |
| HELEN G. GROSS<br>1988 West Street<br>Annapolis, Maryland | : | |
| HELENA C. BROWN<br>403 First Street<br>Annapolis, Maryland | : | |
| CHARLES CHASE<br>464 Roundview Road<br>Cherry Hill<br>Baltimore, Maryland | : | |
| WALTER CHASE<br>Apartment 2, Gilmer Street<br>Annapolis, Maryland | : | |
| SPRINGFIELD CHASE<br>615 Third Street<br>Annapolis, Maryland | : | |
| LILLIANNA CHASE<br>216 Severn Avenue<br>Annapolis, Maryland | : | |
| MYRTLE CHASE<br>216 Severn Avenue<br>Annapolis, Maryland | : | |

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 22 June, 1954

MARY LOUISE JOHNSON
2024 Payson Street
Baltimore, Maryland

MARTHA ELLEN LAWRENCE
632 Smithson Street
Baltimore, Maryland

RICHARD THOMAS GREEN
1520 Argyle Avenue
Baltimore, Maryland

WILLIAM HENRY GREEN, Jr.
1422 School Street
Baltimore, Maryland

ROBERT EDWARD GREEN
1216 Madison Avenue
Baltimore, Maryland

JOHN WESLEY GREEN
2012 Harlem Avenue
Baltimore, Maryland

VS.

MARY CHASE, an infant
c/o Helena C. Brown
403 First Street
Annapolis, Maryland

GERTRUDE CHASE RAY, an infant
c/o Joseph Chase
216 Severn Avenue
Annapolis, Maryland

DORIS CHASE, an infant
c/o Joseph Chase
216 Severn Avenue
Annapolis, Maryland

GERALDINE CHASE, an infant
c/o Joseph Chase
216 Severn Avenue
Annapolis, Maryland

:::::::

BILL OF COMPLAINT
FOR PARTITION OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That by deed dated August 21, 1952, and recorded among the

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Land Records of Anne Arundel County in Liber J.H.H. No. 791, folio 443, a certified copy of which is filed herewith as "Complainants' Exhibit A," George B. Woelfel, Trustee, conveyed to Janie Green a one-third interest in certain real estate designated as part of Lot 1, Henry B. Myers Property, located at Parole, Sixth (formerly Second) Election District, Anne Arundel County, Maryland, and conveyed the remaining two-thirds' interest therein unto Mary Louise Johnson, Martha Ellen Lawrence, Richard Thomas Green, William Henry Green, Jr., Robert Edward Green and John Wesley Green, as tenants in common.

SECOND: That on November 20, 1953, Janie Green departed this life a widow and intestate; and upon her death, title to her one-third interest in said property vested in her following children (all of whom were born of a previous marriage to a certain Richard Galloway, who predeceased the said Janie Green, no issue having resulted from her marriage to her husband, William H. Green, who also predeceased her): Catherine G. Gray, Corena G. Hawkins, Lillian G. Hawkins, Elijah Galloway (also known as Elijah Arthur), Ruby G. White, James Galloway (also known as James Hall), Ethel G. Carter, Helen G. Gross, and the following children of Gertrude G. Chase, who predeceased her mother, the said Gertrude G. Chase having died on March 10, 1946: Helena C. Brown, Charles Chase, Walter Chase, Sprihgfield Chase, Lillianna Chase and Myrtle Chase, all of whom are over 21 years of age, and Mary Chase, age 9; Gertrude Chase Ray, age 19; Doris Chase, age 16; and Geraldine Chase, age 13.

THIRD: That this property is not susceptible of division in kind without loss or injury to the parties involved, and your orators feel it would be for the best interest and advantage of the complainants and infant respondents that a public sale of the premises be made and the proceeds divided among those entitled to the same according to their respective interests.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

3

FOURTH: That no notice to creditors has been given in the estate of Janie Green.

FIFTH: That all parties to this cause are residents of the State of Maryland, although Lillianna Chase, one of the complainants, is temporarily residing at 2122 Eighth Avenue, New York 26, New York.

TO THE END, THEREFORE:

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

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

C. THAT notice be given to the creditors of Janie Green, deceased.

D. THAT your orators may have such other and further relief as their case may require.

MAY IT PLEASE YOUR HONORS to grant unto your orators the writ of subpoena directed to the said Mary Chase, infant, who resides with her sister, Helena C. Brown, 403 First Street, Annapolis, Maryland; and Gertrude Chase Ray, infant; Doris Chase, infant; and Geraldine Chase, infant, all of whom reside with their father, Joseph Chase, 216 Severn Avenue, Annapolis, Maryland, commanding them to be and appear in this Honorable Court at some day certain to be named therein and answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Catherine G. Gray
Catherine G. Gray

Corena G. Hawkins
Corena G. Hawkins

Lillian G. Hawkins
Lillian G. Hawkins

Elijah Galloway
Elijah Galloway

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Elijah Arthur
Elijah Arthur

Ruby G. White
Ruby G. White

James Galloway
James Galloway

James Hall
James Hall

X Ethel G. Carter
Ethel G. Carter

Helen G. Gross
Helen G. Gross

Helena C. Brown
Helena C. Brown

Charles Chase
Charles Chase

Walter Chase
Walter Chase

Springfield Chase
Springfield Chase

Lillianna Chase
Lillianna Chase

Myrtle Chase
Myrtle Chase

Mary Louise Johnson
Mary Louise Johnson

Martha Ellen Lawrence
Martha Ellen Lawrence

Richard Thomas Green
Richard Thomas Green

William Henry Green
William Henry Green, Jr.

Robert Edward Green
Robert Edward Green

John Wesley Green
John Wesley Green
Complainants

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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( No stamps required, G. B. W. )

NO TITLE EXAMINATION

This Deed, made this 21st day of August, in the year 1952, by and between George B. Woelfel, Trustee, hereinafter called party of the first part, and Janie Green, widow, of 1945 West Street, Annapolis, Maryland, Mary Louise Johnson, Martha Ellen Lawrence, Richard Thomas Green, William Henry Green, Jr., Robert Edward Green and John Wesley Green, hereinafter called parties of the second part.

Whereas Janie Green, widow, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto did grant and convey the property hereinafter described to George B. Woelfel, Trustee, in special trust and confidence, nevertheless, that he would immediately reconvey an undivided one-third interest unto Janie Green, her heirs and assigns, in fee simple, and convey the remaining undivided two-thirds interest to the six children whose names in the said deed are set forth as tenants in common, share and share alike, and

Whereas in order to carry out the trust thereby reposed in him this deed is executed.

Now, therefore, this Deed Witnesseth: That for and in consideration of the premises and the further sum of Five Dollars, the said party of the first part does hereby grant and convey an undivided on-third interest in the hereinafter described property unto Janie Green, widow, her heirs and assigns, in fee simple, and the remaining two-thirds interest to Mary Louise Johnson, Martha Ellen Lawrence, Richard Thomas Green, William Henry Green, Jr., Robert Edward Green and John Wesley Green, as tenants in common, share and share alike, all that lot or parcel of ground lying, being and situate in the Sixth Election District of Anne Arundel County, formerly the Second Election District, on the southwest side of the road leading to Annapolis, heretofore known as the Baltimore Road and more particularly described as follows:

COMPLAINANTS' EXHIBIT A

Examiner's Exhibit No. 1
Gray, et al., vs. Chase, et al.
No. 11,068 Equity
filed 10/29/54 [illegible]
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Refiled 15 Nov., 1954 Filed 22 July, 1954

Beginning for the same on the southwest side of said Road 160 feet from the south corner of said Road and Parole Street and running from thence southwesterly 660 feet, thence southeasterly 33 feet, thence northeasterly 660 feet to the southwest side of said Baltimore Road, thence with the southwest side of said Road northwesterly 33 feet to the place of beginning designated as Lot No. 1 upon the plat and survey thereof made by E. Lacy Chinn, Surveyor, dated October 1907, which plat is intended to be recorded among the Land Records of Anne Arundel County in Plat Book No. 1.

Being the same property which was conveyed unto William H. Green and Harriet Green, his wife, by Henry B. Myers and Juliet O. Myers, his wife, by deed dated the 7th day of December, 1918, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 4, folio 180, the said Harriet Green having died thereby vesting a fee simple title in William H. Green who subsequently married Janie Green, saving and excepting therefrom nevertheless, all that piece or parcel of land which was conveyed by the said William H. Green and Janie Green, his wife, to Ruby White by deed dated the 14th day of June, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 531, folio 589.

Being the same property which was conveyed unto George B. Woelfel, Trustee, by Janie Green, widow, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County just prior hereto.

Together with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

To Have and To Hold the above described property unto and to the proper use and bendfit of the said Janie Green, widow, her heirs and assigns, in fee simple, as to an undivided one-third interest and the remaining two thirds interest to Mary Louise Johnson, Martha Ellen Lawrence, Richard Thomas Green, William Henry Green, Jr., Robert

Edward Green and John Wesley Green, as tenants in common, share and share alike.

Witness the hand and seal of the Grantor.

Witness:

s/ George B. Woelfel (SEAL)
George B. Woelfel, Trustee
TRUSTEE.

s/ Mary M. Hoff
Mary M. Hoff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 21st day of August, in the year 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Trustee, and acknowledged the aforegoing deed to be his act as such trustee.

Witness my hand and seal Notarial. (NOTARIAL SEAL)

s/ Mary M. Hoff
Mary M. Hoff, Notary Public

Recorded-23rd-Oct.-1953-1:50-P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J. H. H. 791 Folio 443 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 21 day of May A. D., 1954.

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

CATHERINE G. GRAY, et al. : NO. 11,068 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

MARY CHASE, an infant, et al. : ANNE ARUNDEL COUNTY

:::::::

PETITION TO APPOINT GUARDIAN AD LITEM
AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Catherine G. Gray, one of the complainants in this cause, respectfully represents unto Your Honors:

FIRST: That Mary Chase, Gertrude Chase Ray, Doris Chase and Geraldine Chase, the infant respondents in this cause, have been duly summoned.

SECOND: That said infant respondents have no legal guardian.

Wherefore, your petitioner prays this Honorable Court to appoint a guardian ad litem to appear and answer for said infant respondents and suggests that _____, who has no interest whatever in this suit, be appointed guardian ad litem.

AND AS IN DUTY BOUND, ETC.

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

Filed 20 Oct., 1954.

ORDER OF COURT

Upon the foregoing petition, it is this 20th day of October, 1954, by the Circuit Court for Anne Arundel County in Equity ordered that George J. Crowley be, and he is hereby, appointed guardian ad litem for the infant respondents named in the

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 20 Oct., 1954.

aforegoing petition; and he is hereby directed to appear and file his answer in their behalf.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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| | | |
|---|---|---|
| CATHERINE G. GRAY, et al. | : | NO. 11,068 EQUITY |
| VS. | : | IN THE CIRCUIT COURT FOR |
| MARY CHASE, an infant, et al. | : | ANNE ARUNDEL COUNTY |

:::::::

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Mary Chase, Gertrude Chase Ray, Doris Chase and Geraldine Chase, the infant respondents named in the bill of complaint in this Court against them exhibited, by George J. Crowley, their duly appointed guardian ad litem, respectfully represents unto Your Honors:

That these respondents, being infants under the age of 21 years, can neither admit nor deny the allegations set forth in said bill of complaint; and they, therefore, submit their rights to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

George J. Crowley
George J. Crowley, Guardian ad litem

I hereby certify that on this 21st day of October, 1954, I mailed a copy of the foregoing answer to Albert J. Goodman, solicitor for the complainants, 156 South Street, Annapolis, Maryland.

George J. Crowley
George J. Crowley, Guardian ad litem

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Filed 21 Oct., 1954.

| | | |
|---|---|---|
| CATHERINE G. GRAY, ET AL. | : | IN |
| | : | THE CIRCUIT COURT |
| | : | FOR |
| VS. | : | ANNE ARUNDEL COUNTY |
| | : | |
| | : | |
| MARY CHASE, an infant, ET AL. | : | No. 11,068 Equity |

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

TESTIMONY ON BEHALF OF PLAINTIFFS

October 29, 1954

Present:

Mr. Albert J. Goodman, Solicitor for Plaintiffs.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Richard Thomas Green, pages 2, 3.

Joseph Chase, pages 3, 4, 5.

Carroll H. Hynson, pages 6, 7.



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Filed 15 Nov., 1954

Richard Thomas Green, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name and address?

A. Richard Thomas Green, 1520 Argyle Avenue, Baltimore, Md.

2. What is your occupation?

A. Presser.

3. Are you one of the complainants in this case?

A. Yes.

4. Do you have any interest in the property known as 1945 West St., Annapolis, Md., being part of Lot 1 of the Henry B. Myers Property, at Parole in the Sixth Election District of Anne Arundel County?

A. Yes, I do.

5. How did you acquire that interest?

A. From George Woelfel, Trustee, by deed which conveyed to Janie Green a one-third interest in the property, and the remaining two-thirds' interest to Mary Louise Johnson, Martha Ellen Lawrence, William Henry Green, Jr., Richard Edward Green, John Wesley Green, and me.

6. Is this a copy of that deed?

A. Yes. (COPY OF DEED MARKED EXAMINER'S EX. 1)

7. Are all of the parties living?

A. All except Janie Green.

8. What was your relationship to Janie Green?

A. She was my father's second wife.

9. When did she die?

A. November 20, 1953.

10. Did she remarry after your father's death?

A. No.

11. Did she leave a will?

A. No.

12. Was her estate administered in the Orphans' Court for Anne Arundel

County?

A. No.

13. Did she leave any children?

A. Yes, Catherine G. Gray, Corena G. Hawkins, Lillian G. Hawkins, Elijah Galloway (also known as Elijah Arthur), Ruby G. White, James Galloway (also known as James Hall), Ethel G. Carter, and Helen G. Gross.

14. Did she have any other children?

A. Yes, Gertrude G. Chase, who died March 10, 1946.

15. Did Gertrude G. Chase leave any children?

A. Yes, Helena C. Brown, Charles Chase, Walter Chase, Springfield Chase, Lillianna Chase, Myrtle Chase, Mary Chase, Gertrude Chase Ray, Doris Chase and Geraldine Chase.

16. Are all of these children over 21?

A. All except Mary Chase, who is 9; Gertrude Chase Ray, who is 19; Doris Chase, who is 16; and Geraldine Chase, who is 13.

17. Could this property be divided in kind among all the parties in interest?

A. No.

A. No.

18. What do you consider a fair value of the property?

A. $6,000.00.

19. Are you willing to have this property sold at public auction?

A. Yes.

(Mr. Cunningham)

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

Richard Thomas Green

Richard Thomas Green

---

Joseph Chase, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name and address?



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A. Joseph Chase, 216 Severn Avenue, Eastport, Annapolis, Md.

2. What is your occupation?

A. Assistant cook.

3. Are you the father of the infant respondents in this case, namely, Mary Chase, Gertrude Chase Ray, Doris Chase, and Geraldine Chase?

A. Yes.

4. Do you have any interest in the property known as 1945 West St., Annapolis, Md., being part of Lot 1 of the Henry B. Myers Property, at Parole, in the Sixth Election District of Anne Arundel County?

A. No, I have not; but my children do.

5. How did they acquire that interest?

A. Through their grandmother, Janie Green.

6. How did Janie Green acquire an interest in the property?

A. By deed from George Woelfel, Trustee, dated August 21, 1952, and recorded in Liber J.H.H. No. 791, folio 443, of the Land Records of Anne Arundel County, which conveyed to Janie Green a one-third interest in the property, and the remaining two-thirds' interest to Mary Louise Johnson, Martha Ellen Lawrence, William Henry Green, Jr., John Wesley Green and Richard Thomas Green.

7. Are all of the parties living?

A. All except Janie Green.

8. What was your relationship to Janie Green?

A. I married her daughter, Gertrude Galloway; and after I married her, her name was Gertrude Galloway Chase.

9. Is Gertrude Galloway Chase dead?

A. Yes, she died March 10, 1946.

10. Did she leave any children?

A. Yes, Helena C. Brown, Charles Chase, Walter Chase, Springfield Chase, Lillianna Chase, Myrtle Chase, Mary Chase, Gertrude Chase Ray, Doris Chase, and Geraldine Chase.

11. Were all of these children 21 years of age or more on July 22, 1954?

A. All except Mary Chase, 9; Gertrude Chase Ray, 19; Doris Chase, 16; and Geraldine Chase, 13.



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12. When did Janie Green die?

A. November 20, 1953.

13. Did she remarry after her husband's death?

A. No.

14. Did she leave a will?

A. No.

15. Has her estate been administered on?

A. No.

16. Did she leave any children?

A. Yes, Catherine G. Gray, Corena G. Hawkins, Lillian G. Hawkins, Elijah Galloway (also known as Elijah Arthur), Ruby G. White, James Galloway (also known as James Hall), Ethel G. Carter, and Helen G. Gross.

17. Did she have any other children?

A. Yes, my wife, Gertrude Chase, who died March 10, 1946.

18. What do you consider a fair value of the property described in these proceedings?

A. $5,000.00.

19. Is this property susceptible of division in kind among all the parties in interest?

A. No.

20. What do you think should be done with the property?

A. I think it should be sold and the money divided.

21. Would a sale and division of the money be to the best interest of the children who have a share in the property?

A. Yes.

22. Are you willing to have the property sold at public sale?

A. Yes.

(Mr. Cunningham)

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

Joseph Chase

Joseph Chase



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

(Mr. Goodman)

1. State your name and address.

A. Carroll H. Hynson, 121 Clay St.; business address, 62 Calvert St., Annapolis.

2. Are you a duly licensed real estate broker?

A. Yes, sir.

3. How long have you been a duly licensed real estate broker?

A. Twelve years.

4. Are you familiar with the property known as 1945 West St., Annapolis, Md., being part of Lot 1 of the Henry B. Myers Property at Parole, in the Sixth Election District of Anne Arundel County?

A. Yes, sir.

5. Will you describe the property?

A. The property is located at 1945 West Street, Annapolis, and is known as part of Lot 1 of the Myers Property. It consists of a lot fronting 33 feet on West Street and extending back 205.7 feet, subject to a 10-foot right of way along the northeast side, and another lot 150 feet in back of this lot, joined by a 10-foot right of way, this back lot measuring 33 feet wide by 304.3 feet deep. The lot fronting on West Street is improved by a two-story, frame house, containing five rooms, with running water inside, electricity, has no plumbing worth anything, water line outside.

6. Have you sold similar properties in this neighborhood recently?

A. Yes, sir.

7. Based on your experience, have you formed an opinion as to the value of this property?

A. I have.

8. What is the value in your opinion?

A. $5,000.00.

9. Assuming there are 24 parties in interest, is the property divisible in kind?

A. No.

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10. What do you think should be done with the property?

A. It should be sold.

(Mr. Cunningham)

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

Carroll H. Hynson

Carroll H. Hynson

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

Witness my hand and seal this 15th day of November, 1954.

Examiner (SEAL)

Pd. 11-15-54
C. W. C. $10.00 Cwc
K. H. McC. $ 6.00
11/3/54 8.

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CATHERINE G. GRAY, et al. : NO. 11,068 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

MARY CHASE, an infant, et al. : ANNE ARUNDEL COUNTY

:::::::

D E C R E E

This cause, standing ready for hearing and having been submitted on bill, answer and testimony, and all the proceedings having been read and considered, and it appearing to the Court that the petition or bill filed herein is that of Catherine G. Gray, et al., against Mary Chase, an infant, et al., and that the infant respondents have been duly summoned and have appeared in these proceedings and answered by their guardian ad litem duly appointed by this Court, and it further appearing to the Court by the testimony of discreet and responsible witnesses taken before the Examiner of this Court, who state in their depositions the value and quantity of the property and the facts and circumstances, that it would be for the benefit and advantage of the complainants and of the infant respondents that a decree for the sale of the land and property described in these proceedings and set forth in the bill of complaint should be passed, and it further appearing that the property would not be susceptible of division in kind now or hereafter among those in title,

Now, therefore, it is adjudged, ordered and decreed this 27th day of November, 1954, by the Circuit Court for Anne Arundel County in Equity that the property and land mentioned and described in these proceedings and in the bill of complaint be sold for the purpose of partition among the parties; that Albert J. Goodman 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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 27 Nov. 1954

State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of Sixty Thousand DOLLARS ($60000.00) 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 some newspaper published in Anne Arundel County and such other notice as he may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustee shall proceed to make sale at either private or public sale to the best advantage and upon the terms above set forth; and as soon as may be convenient after any such sale, the said trustee shall return to this Court a full and particular account of the same, with an annexed affidavit of the truth thereof and of the fairness of said sale; and on the ratification of such sale by the Court and on the payment of the whole purchase money, and not before, the said trustee shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainants and respondents, and those claiming by, from and under them or either of them; and the said trustee shall bring into this Court the money arising from said sale or sales, to be distributed under the direction of this Court after deducting the costs of this suit and such attorney's fee and 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.

And it appearing to the Court from the testimony in this case

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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that there has been no administration on the estate of Janie Green, the trustee is hereby directed to give sixty days' notice to her creditors by publication in some newspaper published in Anne Arundel County to file their claims in this Court in the office of the Clerk thereof on or before the expiration of said sixty days.

Benjamin Richardson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ZZ

CATHERINE G. GRAY, et al.
vs.
MARY CHASE, an infant, et al.

J. Md. Statutory.
Trustee's Bond.

LIBER 90 PAGE 577

NO. 11,068 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

TRUSTEE'S BOND

# Know all Men by these Presents.

THAT WE, ALBERT J. GOODMAN,

as principal, and the GLENS FALLS ~~INDEMNITY~~ INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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, 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 November, in the year nineteen hundred and fifty-four.

WHEREAS, the above bounden ALBERT J. GOODMAN, by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County, Maryland, has been appointed trustee to sell the real estate

mentioned in the proceedings in the case of Catherine G. Gray, et al.,

vs.

Mary Chase, an infant, et al.,

now pending in said Court and known as No. 11,068 Equity.

Now the Condition of this Obligation is such, that if the above bounden ALBERT J. GOODMAN, Trustee,

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

*Signed, sealed, and delivered in presence of*
Grace R. Hartge as to AJG

Dorothy Geipe
Dorothy Geipe

Albert J. Goodman [SEAL]
Albert J. Goodman

INSURANCE
GLENS FALLS ~~INDEMNITY~~ COMPANY [SEAL]

By L. E. King, [SEAL]
L. E. King, Attorney

Form 8195—B—1-41

Approved this 1 Dec., 1954.
John H. Hopkins, 3rd, Clerk.

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Filed 1 Dec., 1954.

Legal Notices

ALBERT J. GOODMAN
Attorney At Law
Annapolis, Maryland

## TRUSTEE'S SALE

**OF VALUABLE, IMPROVED REAL ESTATE, LOCATED AT NO. 1945 WEST STREET, PAROLE, ANNAPOLIS, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.**

By virtue of a decree of the Circuit Court for Anne Arundel County dated November 27, 1954, and passed in a cause in said Court pending wherein, Catherine G. Gray, et al., are complainants, and Mary Chase, an infant, et al, are respondents, the proceedings being known as No. 11,068 Equity, the undersigned trustee will offer at public sale on the premises, the improvements thereon being known as No. 1945 West Street, Annapolis, Maryland, on

**THURSDAY, DECEMBER 23, 1954,**

**AT 11 A. M.,**

All that lot of ground situate on the southwest side of the road leading to Annapolis, heretofore known as the Baltimore Road, and described as follows:

Beginning for the same on the southwest side of said road 160 feet from the south corner of said road and Parole Street, and running from thence southwesterly 660 feet; thence southeasterly 33 feet; thence northeasterly 660 feet to the southwest side of said Baltimore Road; thence with the southwest side of said road, northwesterly 33 feet to the place of beginning, designated as Lot No. 1 on the plat and survey thereof made by E. Lecy Chinn, Surveyor, dated October, 1907, and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-2, Plat 20.

SAVING AND EXCEPTING THEREFROM, however, the following-described lot which was conveyed to Ruby White by William H. Green, et al, by deed dated June 14, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 531, folio 589;

Beginning for the same at an iron pipe set in the east line of Lot 1, as shown on a plat of the Henry B. Myers property, Camp Parole, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-2, Plat 20, said point being located south 31 degrees 11 minutes west 205.7 feet from the north end of said easternmost line; and running from thence and with said line south 31 degrees 11 minutes west 150 feet to a pipe; thence crossing Lot 1, north 59 degrees 30 minutes west 33 feet to a pipe set in the west line of Lot 1; thence with the same, north 31 degrees 11 minutes east 150 feet to a pipe; thence recrossing Lot 1, south 59 degrees 30 minutes west 33 feet to the place of beginning, according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyor, in April, 1948, which plat is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 531, folio 592.

Reserving, nevertheless, unto the said William H. Green and Janie Green, his wife, their heirs and assigns, the right to the use in common of the right of way 10 feet wide adjoining the southeastern boundary line of the lot hereby conveyed and with the right to the said Ruby White, her heirs and assigns, of the use in common of the right of way 10 feet wide (being a continuation of the above-mentioned right of way) leading from the lot hereby described over the land of William H. Green and Janie Green, his wife, to West Street, all as shown on the aforesaid plat recorded in Liber J. H. H. No. 531, folio 592.

Being the same property which by deed dated August 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 791, folio 443, was conveyed by George B. Woelfel, Trustee, to Janie Green as to a one-third interest and Mary Louise Johnson, et al., as to a two-thirds' interest.

This property is improved by a two-story, frame house, with no modern improvements.

Terms of sale, as prescribed by the decree: A deposit of 10% of the purchase price will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from the day of sale to the day of settlement. Taxes, insurance and other expenses to be adjusted to day of sale.

ALBERT J. GOODMAN,
Trustee.

GEORGE W. SCIBLE, Auctioneer.

LIBER 90 PAGE 578

OFFICE OF

*Evening Capital*

Published by

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

# CERTIFICATE OF PUBLICATION

Annapolis, Md., December 23, 1954

We hereby certify, that the annexed

Trustee's Sale

Catherine G. Gray - Mary Chase
#11,068 Equity

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 23rd day of December, 1954. The first insertion being made the 30th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 23 Dec., 1954.

GEORGE W. SCIBL - - - - - - - - - - - Auctioneer

ALBERT J. GOODMAN
Attorney At Law
Annapolis, Maryland



# TRUSTEE'S SALE

OF VALUABLE

# Improved Real Estate

**LOCATED AT NO. 1945 WEST STREET, PAROLE, ANNAPOLIS, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND**

---

By virtue of a decree of the Circuit Court for Anne Arundel County dated November 27, 1954, and passed in a cause in said Court pending wherein Catherine G. Gray, et al., are complainants, and Mary Chase, an infant, et al., are respondents, the proceedings being known as No. 11,068 Equity, the undersigned trustee will offer at public sale on the premises, the improvements thereon being known as No. 1945 West Street, Annapolis, Maryland, on

# THURSDAY, DECEMBER 23, 1954

**AT 11 A.M.**

All that lot of ground situate on the southwest side of the road leading to Annapolis, heretofore known as the Baltimore Road, and described as follows:

Beginning for the same on the southwest side of said road 160 feet from the south corner of said road and Parole Street, and running from thence southwesterly 660 feet; thence southeasterly 33 feet; thence northeasterly 660 feet to the southwest side of said Baltimore Road; thence with the southwest side of said road, northwesterly 33 feet to the place of beginning, designated as Lot No. 1 on the plat and survey thereof made by E. Lacy Chinn, Surveyor, dated October, 1907, and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-2, Plat 20.

SAVING AND EXCEPTING THEREFROM, however, the following-described lot which was conveyed to Ruby White by William H. Green, et al., by deed dated June 14, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 531, folio 589;

Beginning for the same at an iron pipe set in the east line of Lot 1, as shown on a plat of the Henry B. Myers property, Camp Parole, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-2, Plat 20, said point being located south 31 degrees 11 minutes west 205.7 feet from the north end of said easternmost line; and running from thence and with said line south 31 degrees 11 minutes west 150 feet to a pipe; thence crossing Lot 1, north 59 degrees 30 minutes west 33 feet to a pipe set in the west line of Lot 1; thence with the same, north 31 degrees 11 minutes east 150 feet to a pipe; thence recrossing Lot 1, south 59 degrees 30 minutes west 33 feet to the place of beginning, according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyor, in April, 1948, which plat is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 531, Folio 592.

Reserving, nevertheless, unto the said William H. Green and Janie Green, his wife, their heirs and assigns, the right to the use in common of the right of way 10 feet wide adjoining the southeastern boundary line of the lot hereby conveyed and with the right to the said Ruby White, her heirs and assigns, of the use in common of the right of way 10 feet wide (being a continuation of the above-mentioned right of way) leading from the lot hereby described over the land of William H. Green and Janie Green, his wife, to West Street, all as shown on the aforesaid plat recorded in Liber J. H. H. No. 531, folio 592.

Being the same property which by deed dated August 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 791, folio 443, was conveyed by George B. Woelfel, Trustee, to Janie Green as to a one-third interest and Mary Louise Johnson, et al., as to a two-thirds' interest.

This property is improved by a two-story, frame house, with no modern improvements.

Terms of sale, as prescribed by the decree: A deposit of 10% of the purchase price will be required of the purchaser upon the day of sale, balance to be paid upon ratification of sale, with interest at 6% from the day of sale to the day of settlement. Taxes, insurance and other expenses to be adjusted to the day of sale.

Taken 23 Dec, 1954

ALBERT J. GOODMAN,
Trustee.

CATHERINE G. GRAY, et al. : NO. 11,068 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

MARY CHASE, an infant, et al. : ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER AND
CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Albert J. Goodman, Trustee, the property described in the advertisement attached hereto for the sum of THREE THOUSAND DOLLARS ($3,000.00); and I (we) agree to comply with the terms of sale as therein set forth.

AS WITNESS my (our) hand(s) and seal(s) this 23rd day of December, 1954.

WITNESS:

Grace R. Hartge as to Schamyl Cochran (SEAL)
Grace R. Hartge Schamyl Cochran

Grace R. Hartge as to Isabelle M. Cochran (SEAL)
Grace R. Hartge Isabelle M. Cochran

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, Trustee, the property described in the advertisement attached hereto to Schamyl Cochran and Isabelle M. Cochran, his wife, at and for the sum of THREE THOUSAND DOLLARS ($3,000.00), they being at that price the highest bidders therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 23rd day of December, 1954.

WITNESS:

Grace R. Hartge
Grace R. Hartge

George W. Scible (SEAL)
George W. Scible, Auctioneer

| | | |
|---|---|---|
| CATHERINE G. GRAY, et al. | : | NO. 11,068 EQUITY |
| | | IN THE CIRCUIT COURT |
| VS. | : | |
| | | FOR |
| MARY CHASE, an infant, et al. | : | ANNE ARUNDEL COUNTY |

:::::::

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, Trustee, appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of his trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital," a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, pursuant to said notice, he did attend on the premises, No. 1945 West Street, Annapolis, Maryland, on Thursday, December 23, 1954, at 11 a.m., the time and place mentioned in said advertisement, and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceedings, to wit:

> All that lot of ground situate on the southwest side of the road leading to Annapolis, heretofore known as the Baltimore Road, and described as follows:
>
> Beginning for the same on the southwest side of said road 160 feet from the south corner of said road and Parole Street, and running from thence southwesterly 660 feet; thence southeasterly 33 feet; thence northeasterly 660 feet to the southwest side of said Baltimore Road; thence with the southwest side of said road, northwesterly 33 feet to the place of beginning, designated as Lot No. 1 on the plat and survey thereof made by E. Lacy Chinn, Surveyor, dated October, 1907, and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-2, Plat 20.
>
> Saving and excepting therefrom, however, the following-described lot which was conveyed to Ruby White by William H. Green, et al., by deed dated June 14, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 589:

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

27

Filed 23 Dec., 1954

Beginning for the same at an iron pipe set in the east line of Lot 1, as shown on a plat of the Henry B. Myers property, Camp Parole, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-2, Plat 20, said point being located south 31 degrees 11 minutes west 205.7 feet from the north end of said easternmost line; and running from thence and with said line south 31 degrees 11 minutes west 150 feet to a pipe; thence crossing Lot 1, north 59 degrees 30 minutes west 33 feet to a pipe set in the west line of Lot 1; thence with the same, north 31 degrees 11 minutes east 150 feet to a pipe; thence recrossing Lot 1, south 59 degrees 30 minutes west 33 feet to the place of beginning, according to a plat and survey thereof made by J. R. McCrone, Jr., Surveyor, in April, 1948, which plat is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 531, folio 592.

Reserving, nevertheless, unto the said William H. Green and Janie Green, his wife, their heirs and assigns, the right to the use in common of the right of way 10 feet wide adjoining the southeastern boundary line of the lot hereby conveyed and with the right to the said Ruby White, her heirs and assigns, of the use in common of the right of way 10 feet wide (being a continuation of the above-mentioned right of way) leading from the lot hereby described over the land of William H. Green and Janie Green, his wife, to West Street, all as shown on the aforesaid plat recorded in Liber J.H.H. No. 531, folio 592.

Being the same property which by deed dated August 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 791, folio 443, was conveyed by George B. Woelfel, Trustee, to Janie Green as to a one-third interest and Mary Louise Johnson, et al., as to a two-thirds' interest.

Said property being sold to Schamyl Cochran and Isabelle M. Cochran, his wife,
at and for the sum of THREE THOUSAND DOLLARS ($3,000.00),

they being at that price then and there the highest bidders therefor. The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

Albert J. Goodman
156 South Street
Annapolis, Maryland
Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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county aforesaid, personally appeared ALBERT J. GOODMAN, Trustee, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Donna E. Lapel

Donna E. Lapel, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 90 PAGE 584

# ORDER NISI

Catherine G. Gray,
et al

versus

Mary Chase, an infant
Gertrude Chase Ray, an infant.
Doris Chase, an infant
Geraldine Chase, an infant

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,068 Equity

Ordered, this 23 day of December, 19 54, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman, Trustee, ~~T~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 29 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 29 day of January next.

The report states that the amount of sales ~~to be~~ was $ 3,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 23 dec., 1954.

Catherine G. Gray,
et al

versus

Mary Chase, an infant
Gertrude Chase Ray, an infant
Doris Chase, an infant
Geraldine Chase, an infant

IN THE

## CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of January, 1955; that the sale made and reported by the Trustee aforesaid, be and the same is finally hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

30

Filed 31 Jan., 1955.

OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

## ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,008 Equity
CATHERINE G. BRAY, et al
Vs.
MARY CHASE, an infant, GERTRUDE CHASE BAY, an infant, DORIS CHASE, an infant, GERALDINE CHASE, an infant.

Ordered, this 23rd day of December, 1954, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th 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 20th day of January next.

The report states that the amount of sale was $3,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-17

# CERTIFICATE OF PUBLICATION

Annapolis, Md., January 29, 1955

We hereby certify, that the annexed

Order Nisi - Equity 11068

"Mary Chase"

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 29th day of January, 1955. The first insertion being made the 27th day of December, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E. C. .....

31

Filed 29 Jan., 1955.

LIBER 90 PAGE 586 OFFICE OF

# Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

## CERTIFICATE OF PUBLICATION

Annapolis, Md., February 15, 1955

We hereby certify, that the annexed

Trustee's Sale.

Catherine G. Gray

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of December, 1954. The first insertion being made the 30th day of November, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

30. Filed 15 Feb, 1955.

## Legal Notices

ALBERT J. GOODMAN
Attorney At Law
Annapolis, Maryland

### TRUSTEE'S SALE
### OF VALUABLE, IMPROVED REAL ESTATE, LOCATED AT NO. 1945 WEST STREET, PAROLE, ANNAPOLIS, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County dated November 27, 1954, and passed in a cause in said Court pending wherein Catherine G. Gray, et al., are complainants, and Mary Chase, an infant, et al., are respondents, the proceedings being known as No. 11,068 Equity, the undersigned trustee will offer at public sale on the premises, the improvements thereon being known as No. 1945 West Street, Annapolis, Maryland, on

THURSDAY, DECEMBER 23, 1954,

AT 11 A. M.,

All that lot of ground situate on the southwest side of the road leading to Annapolis, heretofore known as the Baltimore Road, and described as follows:

Beginning for the same on the southwest side of said road 160 feet from the south corner of said road and Parole Street, and running from thence southwesterly 660 feet; thence southeasterly 33 feet; thence northeasterly 660 feet, to the southwest side of said Baltimore Road; thence with the southwest side of said road, northwesterly 33 feet to the place of beginning, designated as Lot No. 1 on the plat and survey thereof made by E. Lacy Chinn, Surveyor, dated October, 1907, and recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-2, Plat 20.

SAVING AND EXCEPTING THEREFROM, however, the following-described lot which was conveyed to Ruby White by William H. Green, et al, by deed dated June 14, 1949, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 531, folio 589;

Beginning for the same at an iron pipe set in the east line of Lot 1, as shown on a plat of the Henry B. Myers property, Camp Parole, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-2, Plat 20, said point being located south 31 degrees 11 minutes west 205.7 feet from the north end of said easternmost line; and running from thence and with said line south 31 degree 11 minutes west 150 feet to a pipe; thence crossing Lot 1 ,north 59 degrees 30 minutes west 33 feet to a pipe set in the west line of Lot 1; thence with the same, north 31 degrees 11 minutes east 150 feet to a pipe; thence recrossing Lot 1, south 59 degrees 30 minutes west 33 feet to the place of beginning; according to a plat and survey thereof made by J. R. McCrone, Jr.; Surveyor, in April, 1948, which plat is recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 531, folio 592.

Reserving, nevertheless, unto the said William H. Green and Janie Green, his wife, their heirs and assigns, the right to the use in common of the right of way 10 feet wide adjoining the southeastern boundary line of the lot hereby conveyed and with the right to the said Ruby White, her heirs and assigns, of the use in common of the right of way 10 feet wide (being a continuation of the above-mentioned right of way) leading from the lot hereby described over the land of William H. Green and Janie Green, his wife, to West Street, all as shown on the aforesaid plat recorded in Liber J. H. H. No. 531, folio 592.

Being the same property which by deed dated August 21, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 701, folio 443, was conveyed by George B. Woelfel, Trustee, to Janie Green as to a one-third interest and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 701, folio 443, was conveyed by George B. Woelfel, Trustee, to Janie Green as to a one-third interest and Mary Louise Johnson, et al., as to a two-thirds' interest.

This property is improved by a two-story, frame house, with no modern improvements.

Terms of sale, as prescribed by the decree: A deposit of 10% of the purchase price will be required of the purchaser upon the day of sale, balance to be paid in cash upon ratification of sale, with interest at 6% from the day of sale.

ALBERT J. GOODMAN,
Trustee.

GEORGE W. SCIBLE, Auctioneer.

### NOTICE TO CREDITORS

The creditors of Janie Green, deceased, are hereby notified to file their claims in No. 11,068 Equity, Catherine G. Gray, et al., vs. Mary Chase, an infant, et al., in the Circuit Court for Anne Arundel County, with the vouchers thereof, within sixty days from the 30th day of November, 1954, or they may otherwise by law be excluded from all benefits of her estate.

ALBERT J. GOODMAN,
Trustee.

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*In the Case of*

Catherine E. Gray,
et al

vs.

Mary Chase, an infant,
et al

In the

# Circuit Court

For

Anne Arundel County

No. 11,068 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 3, 1955

All of which is respectfully submitted.

Laura R. Zickling
Auditor.

Filed 3 Mar., 1955

Dr. Catherine G. Gray, et al vs. Mary Chase, an infant, et al

in ac.

| | | | | |
|---|---|---|---|---|
| To Trustee for Commissions, viz: | 120 | 73 | 120 | 73 |
| To Trustee for Court costs, viz: | | | | |
| Plaintiffs' Solicitor's appearance fee | 10 | 00 | | |
| Clerk of Court - Court costs | 50 | 25 | | |
| Jos. W. Alton, Jr. - Sheriff's costs | 9 | 15 | | |
| George J. Crowley - Guardian ad Litem | 4 | 00 | | |
| Chipman W. Cunningham - Examiner's fee | 10 | 00 | | |
| Katharine H. McCutchan - Stenographer | 6 | 00 | | |
| Auditor - stating this account | 22 | 50 | 111 | 90 |
| To Trustee for Expenses, viz: | | | | |
| Capital-Gazette Press - advertising sale and notice to creditors | 51 | 57 | | |
| Capital-Gazette Press - handbills | 15 | 54 | | |
| Capital-Gazette Press - order nisi (sale) | 8 | 00 | | |
| Capital-Gazette Press - order nisi (acct) | 6 | 00 | | |
| Glens Falls Insurance Co. - bond premium | 24 | 00 | | |
| George W. Scible - auctioneer's fee | 25 | 00 | | |
| Carroll H. Hynson - appraisal and testimony | 35 | 00 | | |
| Albert J. Goodman - fee for legal services (Order 2/15/55) | 200 | 00 | | |
| Clerk of Court - certified copy of deed | 2 | 00 | | |
| One-half Federal documentary stamps | 1 | 65 | | |
| One-half State documentary stamps | 1 | 65 | | |
| Donna E. Lape - notary fee | | 50 | 370 | 91 |
| To Trustee for Taxes, viz: | | | | |
| 1954 State and County taxes ($36.33) - 11 months 23 days | 35 | 62 | | |
| 1954 Annapolis City taxes ($28.49) - 5 months 23 days | 13 | 69 | 49 | 31 |
| To Trustee for Benefit Charges, viz: | | | | |
| Annapolis Water Dept. - water rent from 3/11/54 to 12/10/54 | 15 | 00 | 15 | 00 |

| | | |
|---|---|---|
| BALANCE FOR DISTRIBUTION - $2,356.45 | | |
| Distributed as follows: | | |
| (1) To the tenants in common of a two-thirds interest - $1,570.97, viz: | | |
| A. Mary Louise Johnson - one-ninth | 261 | 83 |
| B. Martha Ellen Lawrence - one-ninth | 261 | 83 |
| C. Richard T. Green - one-ninth | 261 | 83 |
| D. William H. Green - one-ninth | 261 | 83 |
| E. Robert E. Green - one-ninth | 261 | 83 |
| F. John Wesley Green - one-ninth | 261 | 82 |
| (2) To the Heirs of Janie Green, deceased, who owned a one-thirds interest - $785.48, viz: | | |
| A. Catherine G. Gray, daughter - one-twenty-seventh | 87 | 28 |
| B. Corena G. Hawkins, daughter - one-twenty-seventh | 87 | 28 |
| C. Lillian G. Hawkins, daughter - one-twenty-seventh | 87 | 28 |
| D. Elijah Galloway (also known as Elijah Arthur), son - one-twenty-seventh | 87 | 28 |
| E. Ruby G. White, daughter - one-twenty-seventh | 87 | 28 |
| F. James Galloway (also known as James Hall), son - one-twenty-seventh | 87 | 27 |
| G. Ethel G. Carter, daughter - one-twenty-seventh | 87 | 27 |
| H. Helen G. Gross, daughter - one-twenty-seventh | 87 | 27 |
| I. To Children of Gertrude G. Chase, daughter, (who pre-deceased Janie Green) - one-twenty-seventh ($87.27) viz: | | |
| I. Helena C. Brown, daughter - one-two hundred and seventieth | 8 | 73 |
| II. Charles Chase, son - 1/270 | 8 | 73 |
| III. Walter Chase, son - 1/270 | 8 | 73 |
| IV. Springfield Chase, son - 1/270 | 8 | 73 |
| V. Lilliana Chase, daughter - 1/270 | 8 | 73 |
| VI. Myrtle Chase, daughter - 1/270 | 8 | 73 |
| VII. Mary Chase, daughter - 1/270 | 8 | 73 |
| VIII. Gertrude C. Ray, daughter - 1/270 | 8 | 72 |
| IX. Doris Chase, daughter -1/270 | 8 | 72 |
| X. Geraldine Chase, daughter - 1/270 | 8 | 72 |
| | | 2,356 45 |
| | | 3,024 30 |

34

with Albert J. Goodman, Trustee Cr.

| | | | | |
|---|---|---|---|---|
| 1954 | | | | |
| Dec. | 23 | Proceeds of Sale | 3,000 00 | |
| | | Interest on deferred payment from 12/23/54 to 2/15/55 | 24 30 | |
| | | | | 3,024 30 |
| | | | | 3,024 30 |

35

LIBER 90 PAGE 591

***ORDER NISI***

Catherine E. Gray,

et al

VERSUS

Mary Chase,

an infant, et al

**In the**

# CIRCUIT COURT

**For**

## ANNE ARUNDEL COUNTY

No. 11,068 Equity.

ORDERED, This 3rd 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 8th 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 8th day of April next.

Filed 3 Mar., 1955. John H. Hobbins, 3rd Clerk

***In the Circuit Court for Anne Arundel County***

ORDERED BY THE COURT, this 11th day of April, 1955, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Filed 11 Apr., 1955. Judge

LIBER 90 PAGE 592 OFFICE OF

*Evening Capital*

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

# CERTIFICATE OF PUBLICATION

Annapolis, Md., April 8, 1955

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 11,068

Gray & Chase

was published in

*Evening Capital*

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of April, 1955. The first insertion being made the 5th day of March, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 9 apr., 1955.

**ORDER NISI**

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,068 Equity
CATHERINE E. GRAY, et al
Vs.
MARY CHASE, an infant, et al.

Ordered, this 3rd day 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 8th 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 8th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
m-19

No. E. C. 5067

37

| | | |
|---|---|---|
| CATHERINE G. GRAY, et al. | : | NO. 11,068 EQUITY |
| VS. | : | IN THE CIRCUIT COURT FOR |
| MARY CHASE, an infant, et al. | : | ANNE ARUNDEL COUNTY |

:::::::

FINAL REPORT OF TRUSTEE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, duly appointed trustee in the above-entitled cause by decree of Court dated November 27, 1954, respectfully shows:

That upon the final ratification of the account of the Court Auditor filed herein, all of the amounts set forth therein were paid by said trustee, including the following:

A. The sum of $8.73 due the infant respondent, Mary Chase, which has been placed on deposit in the Annapolis Banking and Trust Company, Annapolis, Maryland, in Savings Account No. 29314, styled "Joseph Chase, father, in trust for Mary Chase, an infant, to be withdrawn only upon order of the Circuit Court for Anne Arundel County";

B. The sum of $8.72 due the infant respondent, Gertrude C. Ray, which has been placed on deposit in the Annapolis Banking and Trust Company, Annapolis, Maryland, in Savings Account No. 29315 , styled "Joseph Chase, father, in trust for Gertrude C. Ray, an infant, to be withdrawn only upon order of the Circuit Court for Anne Arundel County";

C. The sum of $8.72 due the infant respondent, Doris Chase, which has been placed on deposit in the Annapolis Banking and Trust Company, Annapolis, Maryland, in Savings Account No. 29316 , styled "Joseph Chase, father, in trust for Doris Chase, an infant, to be withdrawn only upon order of the Circuit Court for Anne Arundel County";

D. The sum of $8.72 due the infant respondent, Geraldine Chase, which has been placed on deposit in the Annapolis Banking and Trust Company, Annapolis, Maryland, in Savings Account No. 29317 , styled "Joseph Chase, father, in trust for Geraldine Chase, an infant, to be withdrawn only upon order of the Circuit Court for Anne Arundel County."

That attached hereto are certificates from said bank reciting the above deposits, which are prayed to be taken as part hereof.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 15 Apr., 1955.

The said trustee has, therefore, fully performed said decree in accordance with its terms and in accordance with the trust reposed in him.

AND AS IN DUTY BOUND, ETC.

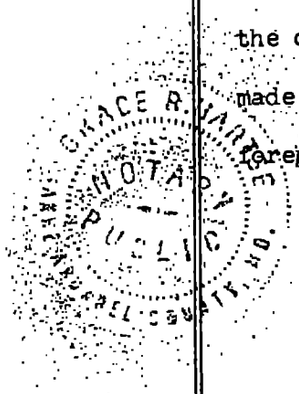
Albert J. Goodman

Albert J. Goodman, Trustee
156 South Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 15th day of April, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN, Trustee, and made oath in due form of law that the matters and facts set forth in the foregoing final report are true as therein stated.

AS WITNESS my hand and Notarial seal.



Grace R. Hartge

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Joseph C. Chase, Father, in trust for Mary Chase, infant, subject to withdrawal only upon order of Circuit Ct, A. A. Co.

DUPLICATE TICKET

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PLEASE BRING THIS DUPLICATE TICKET WITH YOU THE NEXT TIME SO THE TRANSACTION CAN BE ENTERED IN YOUR PASS BOOK

ALWAYS BRING YOUR PASS BOOK

LIBER 90 PAGE 596

Joseph Chase, Father, in trust for Gertrude C. Ray, infant. Subject to unlimited only upon order of Circuit Ct of Ann. A. Co

DUPLICATE TICKET

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ANNAPOLIS BANKING & TRUST CO.

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PLEASE BRING THIS DUPLICATE TICKET WITH YOU THE NEXT TIME SO THE TRANSACTION CAN BE ENTERED IN YOUR PASS BOOK

41 ALWAYS BRING YOUR PASS BOOK

Joseph Chase Father in trust for Doris Chase
Subject to w/dr only upon order of Circuit Court 7 Pgs.

DUPLICATE TICKET

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ANNAPOLIS BANKING & TRUST CO.
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PLEASE BRING THIS DUPLICATE TICKET WITH YOU THE NEXT TIME SO THE TRANSACTION CAN BE ENTERED IN YOUR PASS BOOK

ALWAYS BRING YOUR PASS BOOK

Joseph C Rose Father, in trust for
Geraldine Rose, Infant ~~DUPLICATE TICKET~~
entitled upon Order of Circuit Ct of P.G. Co

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PLEASE BRING THIS DUPLICATE TICKET WITH YOU THE NEXT TIME SO THE TRANSACTION CAN BE ENTERED IN YOUR PASS BOOK

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ALWAYS BRING YOUR PASS BOOK