LIBER 91 PAGE 1

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
DONALD M. MACKEY AND RAE MACKEY, his wife	:	(In Equity) No. 11,229

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' " -

1. Original Mortgage from the said Donald M. Mackey and Rae Mackey, his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 788 folio 86.

Walter S. Calwell
Attorney Named in Mortgage

Filed 6 Jan., 1955

LIBER 91 PAGE 2

LIBER 788 PAGE 86

VA Form 4-6318 (Home Loan). Feb. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

MARYLAND

No. 11,229 County

MORTGAGE

THIS MORTGAGE, made this 2nd day of October, A. D. 1953, by and between DONALD M. MACKEY and RAE MACKEY, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Ninety-seven hundred and No/100ths Dollars ($ 9700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 92/100ths Dollars ($ 53.92), commencing on the first day of November, 1953, 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 October, 19 78. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING FOR THE SAME, Being known and designated as Lot No. 101 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the Mortgagors herein.

* Delete italicized words if Mortgagee is not a building and loan association.

16—49890-5

Plaintiff's Exhibit A

Filed 6 Jan, 1955

2

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four Dollars, payable half-yearly on the 18th days of March and September in each and every year.**

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

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

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

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

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four and one half per centum per annum from date of payment and shall be secured by this mortgage.

R.M.

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 and one half per centum (4½%) 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.

R.M.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

John R. Holland Jr.
JOHN R. HOLLAND, JR.

Donald M. Mackey [SEAL]
DONALD M. MACKEY

Rae Mackey [SEAL]
RAE MACKEY

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 2nd day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Donald M. Mackey and Rae Mackey, his wife, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

John R. Holland Jr.
JOHN R. HOLLAND, JR. Notary Public.

Recorded-8th-Oct.-1953-at-9:00-A.M.

Application No. 31528
Written by J. M.
Approved by [signature] Examiner
Ready for Record [initials]

STATE OF MARYLAND

Mortgage

FROM

DONALD M. MACKEY and

RAE MACKEY, his wife,

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record 8 Oct. 1953 at 9 o'clock A. M.
Same day recorded in Liber 1972 No. 788 Folio 86 &c.,
one of the Land Records of A.A.Co.

and examined per John H. Hopkins Jr. Clerk.

Cost of Record, $ 9.00 Jd.

U. S. GOVERNMENT PRINTING OFFICE 16—49800-4

WALTER S. CALWELL,
Attorney Named in Mortgage

VS.

DONALD M. MACKEY AND
RAE MACKEY, his wife

IN THE
ANNE ARUNDEL
Circuit Court for ~~Baltimore~~ County
IN EQUITY.
No. 11,229

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from said Donald M. Mackey and Rae Mackey, his wife

to Baltimore Federal Savings and Loan Association

dated the 2nd day of October 1953, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 788 Folio 86

Amount of loan	$9700.00
Less - amount paid on principal	118.71
	9581.29
Plus - interest to 2/10/1955	299.44
	9880.73
Less - balance in expense account	46.13
	9834.60

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

I HEREBY CERTIFY, that on this 9th day of February in the year nineteen hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for ~~said County~~ City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

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

WITNESS my hand and Notarial seal

Clara M. Link

Clara M. Link - Notary Public

Filed 10 Feb., 1955

Mortgagee and Attorney's Bond. I-369

LIBER 91 PAGE 7

173365

No. 11,229 Equity

227 ST. PAUL STREET
BALTIMORE, MD

60 JOHN STREET
NEW YORK, N.Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND 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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 8th day of February in the year nineteen hundred and fifty-five.

Whereas, the above bounden Walter S. Calwell - Attorney Named in Mortgage -

by virtue of the power contained in a Mortgage from Donald M. Mackey and Rae Mackey his wife to the Baltimore Federal Savings & Loan Association bearing date the 2nd day of October nineteen hundred and fifty-three and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 788, Folio 86, and

Lot #101 Stevens Avenue, Anne Arundel Co. Md.

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

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell

es

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

Signed, Sealed and Delivered in the presence of

Clara M. Link

Attest:

Alvin E. Leroy

Assistant Secretary -Alvin E. Leroy

As to Surety: M. S. Kraus

M.S. Kraus

Walter S. Calwell (Seal)

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

By E. Lee Runge

Vice-President

Approved this 10 Feb., 1955.
John H. Hopkins, 3rd, Clerk.

Filed 10 Feb., 1955.

7

LIBER 91 PAGE 8

MILITARY AFFIDAVIT

No. 11,229 Equity

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of February 1955 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared and made oath in due form of Law that the Defendants Donald M. Mackey and Rae Mackey, his wife against whom foreclosure proceedings were instituted are not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and has not been ordered to report for service therein, and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC STATE OF MARYLAND

Filed 15 Feb., 1955

8

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
DONALD M. MACKEY AND RAE MACKEY, his wife	:	No. 11,224

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 2nd, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 788 folio 86 from said Donald M. Mackey and Rae Mackey, his wife to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in "Evening Capital" and "Maryland Gazette" newspapers published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of February, 1955 at 3.15 P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County

Being known and designated as Lot No. 101 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13th, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6, more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 15 Feb, 1955

9

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four ($84.00) Dollars, at and for the sum of Ninety-six Hundred ($9600.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell -
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of February, 1955 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

Clara M. Link - Notary Public

NOTARY PUBLIC BALTIMORE CITY

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

ATTORNEY'S SALE
OF
VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Donald M. Mackey and Rae Mackey his wife to Baltimore Federal Savings and Loan Association, dated October 2nd, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 788 folio 86 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, FEBRUARY 10TH, 1955,
AT 3:15 P. M.

all that leasehold lot of ground situate and lying in Belvedere Heights, near Arnold, Anne Arundel County, and described as follows:

Being known and designated as Lot No. 101 on the Plat of Belvedere Heights, said Plat being, dated February, 1953, and recorded among the Land Records of Anne Arundel County in Plat Cabinet 4 Rod G-5 Plat No. 6.

Subject to the payment of an annual ground rent of $84.00.

The improvements thereon consist of a 1½ story frame bungalow, containing 4 rooms and bath, unfinished attic, hot water, radiant panel, oil fired heat.

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

WALTER S. CALWELL,
Attorney Named in Mortgage.
E. T. NEWELL & CO. INC.
Auctioneer.
1-27

10

LIBER 91 PAGE 11

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

DONALD M. MACKEY AND
RAE MACKEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,229 Equity

Ordered, this 15 day of February, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of March next.

The report states that the amount of sales ~~to be~~ was $ 9,600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 15 Feb., 1955.

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

DONALD M. MACKEY AND
RAE MACKEY, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of March, 19 55, that the sale made and reported by the ~~Trustees~~ 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~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 22 Mar. 1955.

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. 11,229 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

DONALD M. MACKEY And RAE MACKEY, His Wife.

Ordered, this 15th day of February, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of 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 21st day of March next.

The report states that the amount of sale was $9,600.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-10

No: M.G. 6117

12

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1955

We hereby certify, that the annexed

Ord. Nisi - Sale - Eq. 11229

Donald M. Mackey

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 March, 1955. The first insertion being made the 17th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 19 Mar., 1955.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Donald M. Mackey
and
Rae Mackey, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,229 Equity

To the Honorable, the Judges of said Court:

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

April 6, 1955

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 15 Apr., 1955.

Dr. Walter S. Calwell, Attorney named in Mortgage, vs. Donald M. Mackey and Rae Mackey, his wife — in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	320	06	370	06
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	23	75		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	40	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal and State documentary stamps	10	45		
Clara M. Link - notary fees	1	25		
Ground rent - 9/18/54 to 2/10/55	3	31	117	76
To Attorney for Taxes, viz: 1955 State and County taxes adjusted to 2/10/55	11	58	11	58
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	9,127	15	9,127	15
			9,668	80
Amount of mortgage claim filed	9,834	60		
Cr. Amount allowed as above	9,127	15		
Balance subject to decree in personam	707	45		

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

1955							
Feb.	10	Proceeds of Sale		9,600	00		
		Interest on deferred payment to 3/23/55 - 1 month 13 days		68	80		
						9,668	80
						9,668	80

ORDER NISI LIBER 91 PAGE 16

Walter S. Calwell,
Attorney named in Mortgage
VERSUS
Donald M. Mackey
and
Ray Mackey, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,229 Equity.

ORDERED, This 15th day of April, 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 20 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of May next.

Filed 15 Apr, 1955. John H. Hopkins, 3rd Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of May, 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~~ Grantee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 21 May 1955

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. 11,229 Equity
WALTER S. CALWELL, Attorney named in Mortgage.
Vs.
DONALD M. MACKEY and RAY MACKEY, his wife.

Ordered, this 15th day of April, 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 20th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of May next.

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

m-2

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1955

We hereby certify, that the annexed
Order Nisi
Eq. 11,229.
Auditor Account.
Donald Mackey.
was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of May, 1955. The first insertion being made the 18th day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.
By H. Tilghman

No. E.C. 6524

17

Filed 20 May, 1955

LIBER 91 PAGE 17

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
VIRGINIA L. SIMPSON AND EUGENE SIMPSON, her husband	:	(In Equity) No. 11,234

Mr. Clerk:

Please docket the above entitled suit and file among the papers the following instrument marked "Plaintiff's Exhibit 'A' "-

1. Original Mortgage from the said Virginia L. Simpson and Eugene Simpson, her husband to Baltimore Federal Savings and Loan Association, dated October 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 788 folio 493.

Walter S. Calwell

Walter S. Calwell
Attorney Named in Mortgage

Filed 14 Jan., 1955.

LIBER 91 PAGE 18

VA Form 4-6318 (Home Loan). Feb. 1953. Use optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to RFC Mortgage Co.

LIBER 788 PAGE 493

MARYLAND

No. 11,234 Equity

MORTGAGE

THIS MORTGAGE, made this 9th day of October, A. D. 1953, by and between VIRGINIA L. SIMPSON and EUGENE SIMPSON, her husband,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION,

a corporation organized and existing under the laws of the United States of America, hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, *being a member of the Mortgagee,** is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of NINETY-SEVEN HUNDRED AND No/100ths Dollars ($ 9700.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one half per centum (4½ %) per annum until paid, principal and interest being payable at the office of the said Mortgagee, in Baltimore City, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-three and 92/100ths Dollars ($ 53.92), commencing on the first day of November, 19 53, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 19 78. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar ($1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Anne Arundel County, in the State of Maryland, to wit:

BEGINNING FOR THE SAME, and being known as Lot No. 99 on the Plat of Belvedere Heights, said Plat being dated February, 1953 and recorded among the Plat Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6.

BEING THE SAME lot of ground which by Assignment of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and assigned by Admiral Equipment Corporation to the within named Mortgagors.

* Delete italicized words if Mortgagee is not a building and loan association.

15—49690-5

Filed 14 Jan., 1954

2

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described [illegible]

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, **for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal forever; subject to the payment of the annual rent of Eighty-four ($84.00) Dollars, payable half-yearly on the 18th days of March and September in each and every year.**

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

16—42890-8

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

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

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

(*b*) The aggregate of the amounts payable pursuant to subparagraph (*a*) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
(II) interest on the indebtedness secured hereby; and
(III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. At Mortgagee's option, Mortgagor will pay a "late charge" not exceeding four per centum (4%) of any installment when paid more than fifteen (15) days after the due date thereof to cover the extra expense involved in handling delinquent payments, but such "late charge" shall not be payable out of the proceeds of any sale made to satisfy the indebtedness secured hereby, unless such proceeds are sufficient to discharge the entire indebtedness and all proper costs and expenses secured thereby.

2. If the total of the payments made by the Mortgagor under (*a*) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (*a*) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (*a*) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four and one half per centum (4½%) 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 and one half per centum (4½%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (*a*) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for thirty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or Walter S. Calwell or Joseph J. Callahan, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

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

Witness:

JOHN R. HOLLAND, JR.

Virginia L. Simpson [SEAL]
VIRGINIA L. SIMPSON

Eugene Simpson [SEAL]
EUGENE SIMPSON

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 788 PAGE 497

I HEREBY CERTIFY, That on this 9th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared VIRGINIA L. SIMPSON and EUGENE SIMPSON, her husband, the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

JOHN R. HOLLAND, JR.
Notary Public

Application No. 31587
Written by J.M.
Approved by
Examiner
Ready for Record

Recorded: October 13, 1953 at 9 A.M.

STATE OF MARYLAND

Mortgage

FROM

VIRGINIA L. SIMPSON and

EUGENE SIMPSON, her husband

TO

BALTIMORE FEDERAL SAVINGS

AND LOAN ASSOCIATION

Received for Record 13 Oct. 1953 at 9 o'clock A.M.
Same day recorded in Liber 1.11.71 No. 788 Folio 493 &c., one of the Land Records of H.A.Co.
and examined per
Cost of Record, $ 9.00 Pd. Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—49890-4

LIBER 91 PAGE 22

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

VIRGINIA L. SIMPSON AND

EUGENE SIMPSON, her husband

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,234

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from Virginia L. Simpson and Eugene Simpson, her husband

to Baltimore Federal Savings and Loan Association

dated the 9th day of October 19 53, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 788 Folio 493

Amount of Loan	$9700.00
Less - amount paid on principal	98.11
	9601.89
Plus - interest to 2/10/1955	192.05
	9793.94
Less - balance in expense account	52.57
	9741.37

CITY

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

I HEREBY CERTIFY, that on this 9th day of February in the year nineteen hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for said ~~County~~ City of Baltimore, personally appeared Joseph M. Hisley, the Vice President of Baltimore Federal Savings and Loan Association, holder of the Mortgage

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

WITNESS my hand and Notarial seal. Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE

Filed 10 Feb., 1955.

6

LIBER 91 PAGE 23

173364

No. 11,234 Equity

NEW AMSTERDAM CASUALTY COMPANY

227 ST PAUL STREET
BALTIMORE, MD.

60 JOHN STREET
NEW YORK, N.Y.

Know All Men by These Presents:

That we Walter S. Calwell - Baltimore Federal Building, Baltimore, Maryland, - as Principal and NEW AMSTERDAM CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TEN THOUSAND 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 and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 8th - day of February - - - - - - in the year nineteen hundred and fifty-five.

Whereas, the above bounden Walter S. Calwell - Attorney Named in Mortgage - by virtue of the power contained in a Mortgage from Virginia L. Simpson and Eugene Simpson, her husband to the Baltimore Federal Savings & Loan Association bearing date the 9th day of October nineteen hundred and fifty-three and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 788, Folio 493, ~~xxxx~~

is about to sell the land and premises described in said Mortgage, Lot #99 Stevens Avenue Anne Arundel Co Md. default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

Now the Conditions of this Obligation are Such, That if the above bounden Walter S. Calwell does and shall well and truly and faithfully perform the trust reposed in him under the Mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

Signed, Sealed and Delivered in the presence of

Clara M. Fink

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

Attest: Alvin E. Leroy
Assistant Secretary - Alvin F. Leroy

By G. Lee Burger
Vice-President

As to Surety: M.S. Kraus
M.S. Kraus

approved this 10 Feb. 1955
John H. Hopkins, 3rd, Clerk

Filed 10 Feb., 1955

7

LIBER. 91 PAGE 24

MILITARY AFFIDAVIT

No. 11,234 Equity.

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11th day of February 19 55 before me, the subdcriber, a Notary Public, in and for the City of Baltimore, State of Maryland aforesaid, personally appeared Walter S. Calwell and made oath in due form of Law that the Defendant s Virginia L. Simpson and Eugene Simpson, his wife against whom foreclosure proceedings were instituted is not in the Military Service of the United States, or of any Nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps, and have not been ordered to report for service therein, , and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell - Affiant

Clara M. Link - Notary Public

8 Filed 15 Feb., 1955.

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
VS.	:	FOR
VIRGINIA L. SIMPSON AND EUGENE SIMPSON, her husband	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,234

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated October 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 788 folio 493 from said Virginia L. Simpson and Eugene Simpson, her husband to the Baltimore Federal Savings and Loan Association, which Mortgage is filed in said cause pending, respectfully shows -

That after giving Bond, with security for the faithful discharge of his trust, which was duly filed and approved, and having given notice of the time, place, manner and terms of sale by advertisement inserted in ~~The Daily Record~~ "Evening Capital" and "Maryland Gazette" newspapers published in ~~Baltimore~~ Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 10th day of February, 1955 at three P.M. attend on the premises and then and there sold the leasehold property situate, lying and being in ~~Baltimore~~ Anne Arundel County

Being known and designated as Lot No. 99 on the Plat of Belvedere Heights, said Plat being dated February 1953 and recorded among the Plat Recordsof Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5, Plat No. 6, more particularly and at length described in the aforementioned Mortgage and advertisement of sale, a copy of which is attached hereto.

BY TERMS OF SALE, a cash deposit of ~~Three~~ Five Hundred ($500.00) Dollars was required of the purchaser at the time and place of sale and taxes and other expenses, including Metropolitan Sanitary and District liens, if any, be adjusted to day of sale.

Filed 15 Feb., 1955.

The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Eighty-four ($84.00) Dollars, at and for the sum of Ninety-seven Hundred ($9700.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell, Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 11the day of February, 1955 before me, the subscriber, a Notary Public, of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Walter S. Calwell, Attorney Named in Mortgage and made oath in due form of Law that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

WITNESS my hand and Notarial seal.

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Clara M. Link - Notary Public

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

ATTORNEY'S SALE
OF
VALUABLE LEASEHOLD PROPERTY

Under and by virtue of the power and authority contained in a Mortgage from Virginia L. Simpson and Eugene Simpson, her husband to-a Baltimore Federal Savings and Loan Association, dated October 9th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 788 folio 493 (defoult having occurred thereunder) the undersigned Attorney will sell at public Auction on the premises on

THURSDAY, FEBRUARY 10 TH, 1955
AT 3 P. M.

all that leasehold lot of ground situate and lying in Belvedere Heights near Arnold, Anne Arundel County, and described as follows.

Being known as Lot No. 90 on the Plat of Belvedere Heights said Plat being dated February, 1953 and recorded among the Land Records of Anne Arundel County on March 13, 1953 in Plat Cabinet 4, Rod G-5 Plat No. 6.

Subject to the paymcut of an annual ground rent of $84.00.

The improvements whereon consists of a 1½ story 1 family, frome bungalow, containing 4 rooms, 1 both, hot water, radiant panel, oil fired heat.

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

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

j-27

LIBER 91 PAGE 27

ORDER NISI

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

VIRGINIA L. SIMPSON AND
EUGENE SIMPSON, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,234 Equity

Ordered, this 15 day of February, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Calwell, Attorney Named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 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 21 day of March next.

The report states that the amount of sale ~~was~~ was $9,700.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 15 Feb., 1955.

WALTER S. CALWELL,
Attorney Named in Mortgage

versus

VIRGINIA L. SIMPSON AND
EUGENE SIMPSON, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of March, 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 be allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 22 Mar., 1955.

LIBER 91 PAGE 28

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. 11,234 Equity

WALTER S. CALWELL, Attorney Named in Mortgage

Vs.

VIRGINIA L. SIMPSON And EUGENE SIMPSON, Her Husband.

Ordered, this 15th day of February, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Walter S. Caswell, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st 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 21st day of March next.

The report states that the amount of sale was $9,700.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-10

No. M.G. 6118

12

CERTIFICATE OF PUBLICATION

Annapolis, Md. March 18, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11234

Virginia L. Simpson

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 March, 1955. The first insertion being made the 17th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Pate

Filed 19 Mar., 1955.

In the Case of

Walter S. Calwell,
Attorney named in Mortgage
vs.
Virginia L. Simpson
and
Eugene Simpson, her husband

In the

Circuit Court

For

Anne Arundel County

No. 11,234 Equity

To the Honorable, the Judges of said Court:

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

April 6, 1955

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 15 Apr., 1955.

Dr. Walter S. Calwell, Attorney named in Mortgage, Vs. Virginia L. Simpson and Eugene Simpson, her husband in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	323	21	373	21
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	23	43		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
New Amsterdam Casualty Co. - bond premium	40	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal and State documentary stamps	10	45		
Clara M. Link - notary fees	1	25		
Ground Rent - 9/18/54 to 2/10/55	3	31	117	44
To Attorney for Taxes, viz:				
1955 State and County taxes -adjusted to 2/10/55	11	72	11	72
To Baltimore Federal Savings & Loan Ass'n mortgagee - this balance on account mortgage claim	9,229	20	9,229	20
			9,773	82
Amount of mortgage claim filed	9,741	37		
Cr. Amount allowed above	9,229	20		
Balance subject to decree in personam	512	17		

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

1955					
Feb.	10	Proceeds of Sale	9,700	00	
		Interest on deferred payment from 2/10/55 to 3/23/55 - 1 month 13 days	73	82	9,773 82
					9,773 82

ORDER NISI

LIBER 91 PAGE 32

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

Virginia L. Simpson

and

Eugene Simpson, her husband

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,234 Equity.

ORDERED, This 15 day of April, 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 20 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of May next.

Filed 15 April 1955. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of May, 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 21 May, 1955

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1955

We hereby certify, that the annexed

Order Nisi

Eq. 11,234

Auditor Account

Virginia L. Simpson

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of May, 1955. The first insertion being made the 18th day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Hugh P. Tilghman

Filed 20 May, 1955

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY.
No. 11,234 Equity

WALTER S. CALWELL, Attorney named in Mortgage
Vs.
VIRGINIA L. SIMPSON and EUGENE SIMPSON, her husband.

Ordered, this 15th day of April, 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 20th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of May next.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-2

No. E.C. 6523

17

ALBERT A. FRANKLIN Millersville P. O. Maryland	*	IN THE
	*	CIRCUIT COURT
Complainant	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
	*	
MARGARET ANN FRANKLIN 1521 Popland Street Baltimore 26, Maryland	*	NO. 11,197 EQUITY
	*	
Respondent	*	

* * *

BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

The Bill of Complaint of Albert A. Franklin complaining unto your Honors, shows:

1. That by deed dated September 3, 1951, Albert Franklin conveyed to your Complainant and his then wife a lot of ground situated in the Fourth Election District of Anne Arundel County containing 16.1037 acres, more or less, improved with a tobacco barn. The original of said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 642 folio 480, and is filed herewith marked "Complainant's Exhibit A" and is prayed to be taken as a part hereof.

2. That the Complainant and the Respondent were divorced on the 27th day of November, 1954, as will be seen by a certified copy of the divorce decree in No. 4792 Divorces, a certified copy of which is filed herewith marked "Complainant's Exhibit B" and is prayed to be taken as a part hereof.

3. That upon the divorce of the parties as aforesaid the title to the property vested in the Complainant and the Respondent.

4. That the said real estate is not susceptible of partition in kind without material loss and injury to the parties entitled to interests therein, as above stated; and that in order to make a division of said interests, it will be necessary that said real estate be sold and the proceeds thereof divided between the parties.

Filed 29 Nov., 1954

To the end therefore:

1. That a decree may be passed for the sale of said property.

2. That the proceeds of said sale may be distributed among the parties in interest according to their respective rights.

3. That your Complainant may have such other and further relief that his case may require.

May it please your Honors to grant unto your Complainant the writ of subpeona directed to the said Margaret Ann Franklin, 1521 Popland Street, Baltimore 26, Maryland, commanding her to be and appear in this Court on some certain day to be named therein, and answer the premises, and abide by and perform such decree as may be passed therein.

Albert A. Franklin
Complainant

Marion T. Anderson
Solicitor for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27th day of November, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Albert A. Franklin and made oath in due form of law that the aforegoing is true to the best of his knowledge and belief.

Witness my hand and seal Notarial.

Geneva L. Anderson
Notary Public

No title search. M.S.F.

LIBER 91 PAGE 35

BOOK 642 PAGE 480

THIS CONFIRMATORY DEED, Made this 3rd day of ~~August~~ September in the year Nineteen hundred and fifty-one, by and between ALBERT FRANKLIN, widower, party of the first part and ALBERT A. FRANKLIN and MARGARET A. FRANKLIN, his wife, parties of the second part, all of Anne Arundel County, in the State of Maryland.

WHEREAS, the property hereinafter described was conveyed, or intended to be conveyed by the said party of the first part to the said parties of the second part by deed dated August , 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No.637 folio 539 ; and whereas the said deed is deemed to be defective in that there is an error in the description, and for the prupose of curing said error and confirming unto the said parties of the second part the title and estate in said property by the said deed intended to be conveyed, these presents are executed.

NOW THEREFORE THIS DEED WITNESSETH, That, in consideration of the premises and of the sum of One dollar, the said party of the first part does hereby grant, convey and confirm unto the said parties of the second part, as tenants by the entiteties, their heirs and assigns, in fee simple,

ALL that lot piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County Maryland, and described as follows, according to a survey and plat made by James D. Hicks, County Surveyor, in August, 1951, as follows: BEGINNING for the same at an iron pipe here set on the westmost side of the Crain Highway, 40 feet wide, said point of beginning is South 1 degree 43 minutes East 173.45 feet and South 00 degrees 46 minutes 50 seconds West 237.04 feet from an iron pipe which marks the beginning of the 2nd parcel of that conveyance by deed dated January 5, 1925, from Andrew Teser and wife to Albert Franklin and wife and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 91 folio 416; thence from the point of beginning so fixed and with the westmost side of the Crain

11,197 Eq
Franklin - Franklin
3 EXAMINER'S EXH. 1
E Klawans, Examiner

Complainant's Exhibit A.
Filed 29 Nov., 1954. Refiled 6 Jan., 1955.

Highway North 00 degrees 46 minutes 50 seconds East 218.54 feet; thence leaving said Highway North 87 degrees 50 minutes 20 seconds West 257.65 feet to an iron pipe here set; thence North 2 degrees 09 minutes 40 seconds East 193.23 feet to an iron pipe here set, thence with the outline of the whole tract North 87 degrees 26 minutes 35 seconds West 1203.71 feet to an iron pipe here set; thence South 60 degrees 59 minutes 25 seconds West 239.25 feet to an iron pipe here set, thence across the whole tract South 87 degrees 30 minutes 40 seconds East 1916.20 feet to an iron pipe here set, thence North 1 degree 05 minutes 10 seconds East 10.0 feet to a concrete monument which marks the northwest corner of that conveyance by deed dated November 30, 1946, from Albert Franklin to Barbara M. Duvall and William Duvall, her husband, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 388 folio 464; thence with the northern boundary line of the aforesaid conveyance from Franklin to Duvall South 86 degrees 56 minutes 50 seconds East 207.23 feet to a concrete monument; thence continuing South 86 degrees 56 minutes 50 seconds East 6.19 feet to the point of beginning. Containing 16.1037 acres of land, more or less.

BEING part of the same property conveyed to Albert Franklin and Barbara Franklin, his wife, by Andrew J. Teser and wife, by deed dated January 5, 1925, recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 91 folio 416, the said Barbara Franklin having since departed this life, leaving said property vested in said Albert Franklin absolutely.

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties,

4

their heirs and assigns, in fee simple.

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

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

Test:

Albert Franklin (SEAL)

Geneva H. Anderson

Geneva H. Anderson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on this 3rd day of ~~August~~ September in the year Nineteen hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Albert Franklin, widower, and he acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial,

Geneva H. Anderson

Geneva H. Anderson Notary Public

Recorded: September 11, 1951 at 9.45 A.M.

5

LIBER 91 PAGE 38

No title search.
M. J. G.

I hereby certify that the property named in this deed has been transferred as provided by act 1920.
Clarence E. Johnson,
Clerk

CONFIRMATORY

D E E D

TO

ALBERT FRANKLIN,
widower

TO

ALBERT A. FRANKLIN
MARGARET A. FRANKLIN,
his wife,

16.1037 Acres in the Fourth Election District of Anne Arundel County, Md.

Received for Record 11 Day of Dec. 1951 at 9 45 A.M. and the same day recorded in Liber J.H.H. No. 642 Fol. 430 Land Records of Anne Arundel County.
John B. Hopkins
Clerk

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

Rd. 2.75

"Complainant's Exhibit A"

ALBERT A. FRANKLIN Complaint	*	NO. 4792 DIVORCES
	*	IN THE
vs.	*	CIRCUIT COURT
	*	FOR
MARGARET ANN FRANKLIN Respondent	*	ANNE ARUNDEL COUNTY

* * *

DECREE

This cause standing ready for hearing and being submitted by the Complainant the proceedings were read and considered by the Court.

WHEREUPON it is ordered this 27th day of November, Nineteen hundred and fifty-four, by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court, adjudged, ordered and decreed that the above named complainant, Albert A. Franklin, be and he is hereby divorced "a vinculo matrimonii', from the respondent, the said Margaret Ann Franklin.

AND it is further adjudged, ordered and decreed that the Complainant pay the costs of these proceedings.

Benjamin Michaelson
JUDGE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

11, 1979 Franklin Franklin

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 29 day of November ,1954,A.D.

John H. Hopkins, 3rd Clerk

"Complainant's Exhibit B"

Refiled 6 Jan., 1955. Filed 29 Nov., 1954. EXAMINER'S EXH. 3 E/Clawson, Examiner

ALBERT A.FRANKLIN Millersville P. O. Maryland	:	IN THE
	:	CIRCUIT COURT
Complainant	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
MARGARET ANN FRANKLIN 1521 Popland Street Baltimore 26, Maryland	:	EQUITY NO. 11,197
Respondent	:	

.....

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Margaret Ann Franklin, Respondent, by her Attorneys Basil E. Moore, Jr. and Edward Azrael, to the Bill of Complaint filed against her respectfully shows:

1. That she admits the allegations contained in paragraph one in the Bill of Complaint.

2. That she admits the allegations contained in paragraph two in the Bill of Complaint.

3. That she admits the allegations contained in paragraph three in the Bill of Complaint.

4. That she admits the allegations contained in paragraph four in the Bill of Complaint.

To the end therefore:

(1) That this Court pass a decree appointing Trustees to sell the said property.

(2) That the proceeds of said sale may be distrubuted among the parties in interest according to their respective rights.

(3) That your Respondent may have such other and further relief that her case may require.

Basil E. Moore, Jr.

Edward Azrael
Attorneys for Respondent

Filed 4 Dec., 1954

I hereby certify that on this 4th day of December, 1954, I mailed, postage prepaid, a copy of the foregoing Answer of Margaret Ann Franklin, Respondent, to Marvin I. Anderson, Esquire, 20 U West Street, Annapolis, Maryland.

Basil E. Moore, Jr.

ALBERT A. FRANKLIN	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
MARGARET ANN FRANKLIN	:	No. 11,197 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

December 31, 1954

Present:

Mr. Marvin I. Anderson, Solicitor for Plaintiff.

Mr. Basil E. Moore, Jr., Solicitor for Defendant.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Albert A. Franklin, pages 2, 3.

Wm. H. Riley, Jr., pages 3, 4.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

Filed 6 Jan., 1955

10

Albert A. Franklin, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. Your name is Albert A. Franklin and you live at Millersville, Anne Arundel County, Md.

A. Yes.

2. Do you own a piece of property in the Fourth Election District of Anne Arundel County?

A. Yes.

3. What does the tract of land consist of?

A. 16.1037 acres of land with a tobacco barn on it.

4. I show you a deed filed with the Bill of Complaint in this case, dated 3 September 1951 and recorded in Liber J.H.H. No. 642, folio 480 From Albert Franklin, widower, to Albert A. Rranklin and Margaret A. Franklin, his wife, and ask you if that is the deed by which you acquired the property mentioned in these proceedings?

A. Yes. (DEED ATTACHED TO BILL OF COMPLAINT MARKED EXAMINER'S EXHIBIT 1)

5. I show you a confirmatory deed, dated 16 December 1954 from Marvin I. Anderson, et al. to Albert A. Franklin and Margaret Ann Franklin and recorded in Liber J.H.H. No. 888, folio 263, and ask you if that is the same property mentioned in these proceedings?

A. Yes. (CONFIRMATORY DEED MARKED EXAMINER'S EX. 2 AND FILED HEREWITH)

6. You were divorced from Margaret Ann Franklin on November 27, 1954?

A. Yes.

7. Is this a certified copy of the divorce decree in No. 4792 Divorces filed with the Bill of Complaint?

A. Yes. (CERTIFIED COPY OF DIVORCE DECREE ATTACHED TO BILL OF COMPLAINT MARKED EXAMINER'S EX. 3.

8. In your opinion, what is the property worth?

A. $6,000.00.

9. Is the property susceptible of division in kind without loss

//

or injury to the parties interested?

A. No.

10. What, in your opinion, is the best thing to do with the property?

A. To sell it and divide the money.

(Mr. Klawans)

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

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

(Mr. Anderson)

1. Your name is William H. Riley, Jr. and you live at Linthicum Heights, Anne Arundel County, Md.

A. Yes.

2. What is your official position?

A. Supervisor of Assessments for Anne Arundel County.

3. Are you familiar with the 16 acres, more or less, of land owned by Albert A. Franklin?

A. Yes.

4. Have you inspected the property recently?

A. Yes.

5. Did you make a valuation of the property?

A. Yes.

6. Will you describe the property?

A. The property fronts on west side of Crain Highway near Benfield, 218 feet and extends back approximately 257 feet; it widens out 410 feet in width and extends back for an average depth of 1560 feet.

7. What valuation did you place on the property?

A. I placed a value on the land of $4020 and on the tobacco barn a value of $2500.

8. Making a total valuation of $6520?

A. Correct. (APPRAISAL MARKED EXAMINER'S EX. 4 AND FILED HEREWITH)

9. Can this property be divided in kind without loss or injury to the parties in interest?

A. I don't think so.

10. Why not?

A. It is agricultural land and a division would make the parts too small for value and the tobacco barn would be on one piece that would not be large enough for a farm.

(Mr. Klawans)

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

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 6th day of January, 1955.

Emanuel Kouvaris (SEAL)
Examiner

E. K. $10.00
K.H.McC. $5.00
Pd 1/3/55 ICH & E

14

211 N. Ft. Meade Road,
Linthicum Heights, Md.

December 31, 1954

Mr. Marvin I. Anderson,
Attorney at Law,
20 West Street,
Annapolis, Maryland.

Dear Mr. Anderson:

In reply to your request for an appraisal of the property of Albert Franklin, situated on the West Side of Crain Highway near Benfield, comprising 16.10 Acres of Agricultural land, improved only by a Tobacco Barn, the following information is submitted.

The property has a frontage on Crain Highway of 218.54 Feet. The depth of this part is 257 feet and there the tract widens out to approximately 410 feet in width with a depth of with an average depth of 1560 feet. (See Plat prepared by James D. Hicks, Registered Surveyor, prepared May 1951, for Albert Franklin) The property is improved by a recently erected Tobacco Barn.

It is my opinion, based on comparative sales of comparable agricultural land that the property herein referred to has a fair market value as follows:

16.10 Acres - - - - - -	$4,020.00
Tobacco Barn - - - - -	2,500.00
Total Valuation - -	$6,520.00

I have no interest, present or future, in this property which would influence my opinion as to value.

Very truly yours,

WM. H. RILEY, JR., CAE,

11,097 Eq
Franklin v Franklin
EXAMINER'S EXH. 4
E. Clausen, Examiner Filed 6 Jan., 1955

15

LIBER 91 PAGE 48 No Title Search. M.D.A.

LIBER 888 PAGE 263

No Stamps Required M.D.A.

THIS CONFIRMATORY DEED, Made this 16 day of December, in the year Nineteen hundred and fifty-four, by and between MARVIN I. ANDERSON, Executor of the Estate of Albert Franklin, deceased, party of the first part, and ALBERT A. FRANKLIN, Divorced, and MARGARET ANN FRANKLIN, Divorced, Tenants in Common, parties of the second part, all of Anne Arundel County, in the State of Maryland.

WHEREAS, the property hereinafter described was conveyed or intended to be conveyed to Albert A. Franklin and Margaret A. Franklin, his wife, as tenants by the entireties, by Albert Franklin, widower, by the two following deeds: one dated August 15, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 637 folio 539, and the other dated September 3, 1951, and recorded among the said Land Records in Liber J.H.H.No. 642 folio 480, and

WHEREAS, said deeds are deemed to be defective in that there was an error in the description on said property, and

WHEREAS, the said Albert Franklin, widower, died leaving a Last Will and Testament, which said Will was duly probated and recorded among the Testamentary Records of Anne Arundel County, in which the said Marvin I. Anderson was named the Executor, and

WHEREAS, the said party of the first part, for the purpose of curing said error, has agreed to execute these presents, and

WHEREAS, by Decree in the Circuit Court for Anne Arundel County, in No. 4792 Divorces, the said Albert A. Franklin and Margaret Ann Franklin were divorced "a vinculo matrimonii",

NOW THEREFORE THIS DEED WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said party of the first part does hereby grant, convey and confirm unto the said parties of the second part, as tenants in common, their heirs and assigns, in fee simple,

ALL that lot, piece or parcel of ground situate, lying and being in the Fourth Election District of Anne Arundel County

No. 11, 19 Eq
16 Franklin - Franklin

EXAMINED'S EXH. 2 Filed 6 Jan., 1955 E/Clerk, Exam.

Maryland, and described as follows, according to a survey and plat made by James D. Hicks, County Surveyor, in May 1951, to wit:

BEGINNING for the same at an iron pipe here set on the westmost side of the Crain Highway, 40 feet wide, said point of beginning is South 1 degree 43 minutes 10 seconds East 173.45 feet and South 00 degrees 46 minutes 50 seconds West 237.04 feet from an iron pipe which marks the beginning of the second parcel of that conveyance by deed dated January 5, 1925 from Andrew Teser and wife to Albert Franklin and wife and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 91 folio 416. Thence from the point of beginning so fixed and with the westmost side of the Crain Highway North 00 degrees 46 minutes 50 seconds East 218.54 feet, thence leaving said Highway North 87 degrees 50 minutes 20 seconds West 257.65 feet to an iron pipe here set, thence North 2 degrees 09 minutes 40 seconds East 193.23 feet to an iron pipe here set, thence with the outline of the whole tract North 87 degrees 26 minutes 35 seconds West 1203.71 feet to an iron pipe here set, thence South 60 degrees 59 minutes 25 seconds West 239.25 feet to an iron pipe here set, thence South 59 degrees 39 minutes 30 seconds West 543.20 feet to an iron pipe here set, thence across the whole tract South 87 degrees 30 minutes 40 seconds East 1916.20 feet to an iron pipe here set, thence North 1 degree 05 minutes 10 seconds East 10.0 feet to a concrete monument which marks the northwest corner of that conveyance by deed dated November 30, 1946 from Albert Franklin to Barbara M. Duvall and William D., her husband, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 388 folio 464; thence with the northern boundary line of that aforementioned conveyance from Franklin to Duvall South 86 degrees 56 minutes 50 seconds East 207.23 feet to a concrete monument, thence continuing South 86 degrees 56 minutes 50 seconds East 6.19 feet to the point of beginning. Containing 16.1037 acres of land, more or less.

BEING part of the same property conveyed to Albert Franklin and Barbara Franklin, his wife, by Andrew J. Teser and

17

wife, by deed dated January 5, 1925, recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 91 folio 416, the said Barbara Franklin having since departed this life, leaving said property vested in said Albert Franklin absolutely.

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of them the said parties of the second part, as tenants in common, their heirs and assigns, in fee simple.

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

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

Witness:

Marvin I. Anderson (SEAL)
Marvin I. Anderson, Executor of the Estate of Albert Franklin, deceased

Myrtle Sturm

Myrtle Sturm

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 16 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 County aforesaid, personally appeared Marvin I. Anderson, Executor of the Estate of Albert Franklin, deceased, and he acknowledged the aforegoing deed to be his act and deed.

Witness my hand and seal Notarial,

Myrtle Sturm, Notary Public

Recorded-17th-Dec.-1954-at-11:25-A.M.

18

LIBER 91 PAGE 51

JOSEPH H. GRISCOM, Sr., Treas.
TAXES
CONFIRMATORY DEED
DEC. 31, 1954

No Title Search. M.L.G.

MARVIN I. ANDERSON, Executor of the Estate of Albert Franklin, deceased.

to

ALBERT A. FRANKLIN, Divorced AND MARGARET ANN FRANKLIN, Divorced

16.1037 acres of land, more or less, Fourth Election District of Anne Arundel County, Maryland

Received for Record 12 Day of Dec. 1954 at 11:25 A.M. and the same day recorded in Liber J. H. H. No 88 Fol. 263 Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

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

FILED

ALBERT A. FRANKLIN	:	IN THE
	:	
VS.	:	CIRCUIT COURT
	:	
MARGARET ANN FRANKLIN	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	NO. 11,197 EQUITY

: : : : :

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

Marvin I. Anderson
Marvin I. Anderson
Solicitor for Plaintiff

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Solicitor for Defendant

70

Filed 11 Jan., 1955.

LIBER 91 PAGE 53

ALBERT A. FRANKLIN	:	IN THE
	:	
vs.	:	CIRCUIT COURT
	:	
	:	FOR
MARGARET ANN FRANKLIN	:	ANNE ARUNDEL COUNTY
	:	
	:	NO. 11,197 EQUITY

D E C R E E

This cause standing ready for hearing and being submitted, the Bill, Answers and all the other proceedings were by the Court read and considered.

It is thereupon this 12th day of January, 1955, by the Circuit Court for Anne Arundel County in Equity and by the authority thereof adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold; that Marvin I. Anderson and Basil E. Moore, Jr. be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Clerk of this Court in the penalty of Seven Thousand ($7000.00) Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future order or decree in the premises; they shall then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows:

One Thousand ($1,000.00) Dollars of the purchase money to be paid in cash on the day of sale, the balance to be paid on the

21

Filed 12 Jan., 1955.

final ratification of such sale by this Court, or all cash at the option of the purchaser or purchasers, deferred payments to bear interest from the day of sale, and to be secured by the bonds of the purchaser or purchasers with security to be approved by the Trustees, and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale or sales at either public or private sale, to the best advantage, and upon the terms above set forth.

And as soon as may be convenient after any such sale or sales, the Trustees shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof, and of the fairness of such sale or sales annexed, and on the ratification of such sale or sales by this Court, and on the payment of the whole purchase money (and not before) the said Trustees, by a good and sufficient deed to be executed, acknowledged agreeably to law, shall convey to the purchaser or purchasers of said property, and to his, her, or their heirs, the property to him, her or them, sold, free, clear and discharged of all claims of the parties to this cause, and of any persons claiming by, from or under them or any of them.

And the said Trustees shall bring into this Court the money arising from such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducing therefrom the costs of this suit, and such attorneys' fees and commission to the said Trustees, as the Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged this trust.

Benjamin Michaelson
JUDGE

22

ALBERT A. FRANKLIN	:	NO. 11,197 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
MARGARET ANN FRANKLIN	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Basil E. Moore, Jr., of Annapolis, Anne Arundel County, Maryland, as principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of Seven Thousand ($7,000.00) Dollars to be paid to the said State or its certain attorneys, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 14th day of January in the year of our Lord one thousand and nine hundred and fifty-five.

WHEREAS, the above bounden Marvin I. Anderson and Basil E. Moore, Jr. were appointed Trustees by virtue of a Decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated January 12, 1955, mentioned in the proceedings in the case of Albert A. Franklin vs. Margaret Ann Franklin, known as No. 11,197 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson and Basil E. Moore, Jr. do and shall well and faithfully perform the trust reposed in them by said decree, or that may be reposed in them by and future decree or order in the premises, then the above obligation to be void; other-

23

Filed 14 Jan., 1955

wise to be and remain in full force and virtue in law.

Signed, Sealed & delivered
in the presence of

Catherine D. Botts

Mason T. Anderson (SEAL)

Chas. E. Moore Jr. (SEAL)

NATIONAL SURETY CORPORATION

BY Mason T. Anderson
Attorney-in-fact

Approved this 14 Jan, 1933
John H. Hopkins, 3rd, Clerk

LIBER 91 PAGE 57

TRUSTEES' SALE

of

Valuable fee simple property situate in the Fourth Election District of Anne Arundel County on the Crain Highway (Rt. 301) South of Glen Burnie.

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, No. 11,197 Equity, passed in a cause in said Court pending, in which Albert A. Franklin is plaintiff and Margaret Ann Franklin is defendant, the undersigned Trustees will sell at Public Auction at the Court House door on

TUESDAY, FEBRUARY 15, 1955

at 11:00 o'clock A. M.

All that tract of land containing 16.1037 Acres, more or less, which is fully described in the above mentioned case, improved with a tobacco barn.

This property lies on the West side of the Crain Highway and has a frontage thereon of 218.54 feet and has a considerable depth. A plat of the property may be seen by applying to the undersigned.

Terms of Sale: One thousand dollars in cash at time of sale, balance with interest at 6 per cent on ratification of sale by the Court or all cash at the option of purchaser.

Marvin I. Anderson
Basil E. Moore, Jr.
Trustees
Annapolis, Maryland

George W. Scible
Auctioneer

14

we
This is to certify that I have this day purchased at public auction from Marvin I. Anderson and Basil E. Moore, Jr., Trustees, the property herein described at and for the sum of Ninetyseven hundredfifty dollars, and I we hereby agree to comply with the terms of sale.

Witness our hand and seal this 15th day of February, 1955.
my

Witness: Albert A. Franklin (SEAL)

Marvin I. Anderson _____ (SEAL)

This is to certify that I have sold at public auction the property herein described for Marvin I. Anderson and Basil E. Moore, Jr., Trustees, to Albert A. Franklin at and for the sum of Ninetyseven hundredfifty ~~dollars~~, they being at that price the highest bidders therefor.

Witness my hand and seal this 15th day of February 1955.

Witness: Marvin I. Anderson

Auctioneer (Seal)

"Exhibit No. A"
Filed 18 Feb. 1955

25

ALBERT A. FRANKLIN	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
MARGARET ANN FRANKLIN	:	ANNE ARUNDEL COUNTY
	:	NO. 11,197 EQUITY

: : : : :

REPORT OF SALE AND ORDER NISI THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson and Basil E. Moore, Jr., Trustees appointed in this cause, to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said decree, and after giving 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 by handbills set up at the Court House Door in the City of Annapolis, Maryland and on the property, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, they did pursuant to said notice attend at the Court House Door in the City of Annapolis on Tuesday, February 15, 1955, at eleven o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate as follows, to wit:

All that tract of land situate, lying and being in the Fourth Election District of Anne Arundel County, which is fully described by metes and bounds, courses and distances in the deed from Albert Franklin to Albert A. Franklin and Margaret A. Franklin, his wife, dated September 3, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 642 folio 480; and also being the same property described in the Confirmatory Deed from Marvin I. Anderson, Executor of the Estate of Albert

26

Filed 18 Feb 1955.

Franklin, deceased, to Albert A. Franklin, divorced, and Margaret Ann Franklin, divorced, dated December 16 , 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 888 folio 263 ; containing 16.1037 acres, more or less, and improved by a tobacco barn, to Albert A. Franklin for the sum of Ninety-seven Hundred and fifty ($9,750.00) Dollars, he being the highest bidder for the property, of which amount they have received on account the sum of One Thousand ($1,000.00) Dollars.

And your Trustees file herewith a copy of the hand bill, Purchaser's Agreement, and Auctioneer's Certificate marked "Exhibit No. A."

The price obtained for the property is a fair and reasonable one and the ratification of the sale as made is recommended.

All of which is respectfully submitted.

Marvin I. Anderson

Marvin I. Anderson

Basil E. Moore, Jr.

Basil E. Moore, Jr.
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 18 day of February, in the year 1955, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson and Basil E. Moore, Jr., Trustees, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

Witness my hand and seal Notarial.

Myrtle Stevens

Notary Public

27

LIBER 91 PAGE 61

ORDER NISI

Albert A. Franklin

versus

Margaret Ann Franklin

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,197 Equity

Ordered, this 18th day of February, 19 55, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, and Basil E. Moore, Jr., Trustees,

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

The report states that the amount of sales ~~to be~~ is $ 9,750.00

True Copy,

John H. Hopkins, 3rd Clerk.

Filed 18 Feb. 1955.

TEST: Clerk.

(Final Order)

Albert A. Franklin

versus

Margaret Ann Franklin

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of April, 1955, that the sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson

Judge.

28

Filed 5 Apr., 1955.

LIBER 91 PAGE 62 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. 11,107 Equity

ALBERT A. FRANKLIN
Vs.
MARGARET ANN FRANKLIN

Ordered, this 18th day of February, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin L. Anderson, and Basil E. Moore, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 28th 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 28th day of March next.

The report states that the amount of sale $9,750.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 28, 1955

We hereby certify, that the annexed

Order Nisi - Sale
Equity No. 11197
Albert A. Franklin vs-
Margaret Ann Franklin

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 28th day of March, 1955. The first insertion being made the 24th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

MG - 6125

29

Filed 29 Mar. 1955

ALBERT A. FRANKLIN	:	NO. 11,197 EQUITY
	:	IN THE
VS.	:	CIRCUIT COURT
MARGARET ANN FRANKLIN	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

ADDITIONAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson and Basil E. Moore, Jr., of Annapolis, Anne Arundel County, Maryland, as principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand Seven Hundred and Fifty ($2,750) Dollars to be paid to the said State or its certain attorneys, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 7th day of April , in the year of our Lord one thousand and nine hundred and fifty-five.

WHEREAS, the above bounden Marvin I. Anderson and Basil E. Moore, Jr. were appointed Trustees by virtue of a Decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated January 12, 1955, for the purpose of selling the property mentioned in the proceedings in the case of Albert A. Franklin vs. Margaret Ann Franklin, known as No. 11,197 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Marvin I. Anderson and Basil E. Moore, Jr. do and shall well and faithfully perform the trust reposed in them by

Filed 7 Apr., 1955.

30

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

Signed, Sealed & delivered
in the presence of

Catherine N. Batts

Marvin L. Anders (SEAL)

Basil E. Moore, Jr. (SEAL)

NATIONAL SURETY CORPORATION

BY: Marvin L. Anders
Attorney-in-fact

Approved this 7 Apr, 1
John H. Hopkins, 3rd Clerk

In the Case of

Albert A. Franklin

vs.

Margaret Ann Franklin

In the

Circuit Court

For

Anne Arundel County

No. 11,197 Equity

To the Honorable, the Judges of said Court:

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

April 15, 1955

All of which is respectfully submitted.

Laura K. Jenkins
Auditor

Filed 16 Apr., 1955

32

Dr. Albert A. Franklin vs. Margaret Ann Franklin in ac.

To Trustees for Commissions, viz:	324	47	324	47
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendant's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	38	50		
Jos. C. Deegan - Sheriff's costs	2	35		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - stenographer's fee	5	00		
Auditor - stating this account	18	00	93	85
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	15	93		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	8	67		
The A. S. Abell Co. - advertising in The Sunpapers	23	37		
National Surety Corporation - bond premiums	39	00		
Marvin I. Anderson - fee for legal services rendered (Order of 4/9/55)	250	00		
George W. Scible - auctioneer's fee	50	00		
One-half Federal documentary stamps	5	50		
One-half State documentary stamps	5	50		
Geneva H. Anderson - notary fee		50		
Myrtle Sturm - notary fee		75	433	22
To Trustee for Taxes, viz:				
1955 State and County taxes - adjusted to 4/1/55	7	98	7	98
BALANCE FOR DISTRIBUTION - $8,956.11				
Distributed as follows:				
To Albert A. Franklin - one-half	4,478	06		
To Margaret Ann Franklin - one-half	4,478	05	8,956	11
			9,815	63

with Marvin I. Anderson and Basil E. Moore, Jr., Trustees Cr.

1955						
Feb.	15	Proceeds of Sale	9,750	00		
		Interest on deferred payment to 4/1/55 - 1½ months	65	63	9,815	63
					9,815	63

LIBER 91 PAGE 68

ORDER NISI

Albert A. Franklin

VERSUS

Margaret Ann Franklin

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,197 Equity.

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

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 16th 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~~ consent of the parties to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 16 Apr., 1955.

ALBERT A. FRANKLIN	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
MARGARET ANN FRANKLIN	*	ANNE ARUNDEL COUNTY
	*	NO. 11,197 EQUITY

* * *

CONSENT FOR IMMEDIATE RATIFICATION

Now comes Basil E. Moore, Jr., attorney for the Respondent, Margaret Ann Franklin, and Marvin I. Anderson, attorney for the Complainant, Albert A. Franklin, and consent to the immediate ratification of the Auditor's Account dated April 15, 1955.

Filed 16 Apr. 1955

Basil E. Moore Jr.
Attorney for Respondent

Marvin I. Anderson
Attorney for Complainant

LIBER 91 PAGE 89

JOHN DYKER and JOSEPH DYKER
3700 Gywnn Falls Parkway,
Baltimore 16, Maryland

Vs.

ROBERT B. CASON,
North Beach Park,
Maryland, and GEORGE
P. FRASER, Assignee
of the Mortgagee,
Address Unknown, and all
persons having or claiming to
have any interst in the
property being a 49.77 acre
unplatted tract of land, more
or less located in North Beach
Park, Maryland, in the Eighth
Election District of Anne Arundel
County, Maryland.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 11,126

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your ORATORS complaining say:

FIRST: That on the 14th day of October, 1952, the certificate of tax sale attached hereto was issued by Joseph H. Griscom, Sr., Treasurer and Collector of Taxes for Anne Arundel County, to Joseph Dyker, purchaser, who subsequently assigned a one-half interest in the property to John Dyker. Said Certificate of Sale is prayed to be taken as part thereof.

SECOND: The property mentioned in said certicate of sale is described as follows:

> All of that unplatted portion embraced within the area bounded on the North by Hemlock Ave.; on the East by Pine Ave. to Cherry Street; thence West a distance of approximately 200 feet; thence Southwest to the Northwest corner of Cedar Ave.; thence East 200 feet; thnce South 200 feet; thence East 150 feet; thnce South 150 feet to the Northwest corner of Birch Ave.; thence East 250 feet; thence South 200 feet; thence East 200 feet; thence South 133.34 feet; thence Southwest 180.25 feet to Walnut Ave., thence along Walnut Ave. in Southerly direction to the property line as shown on the plat; thence following the property line in a Northwest direction to a stake; thence further along the property line in a Westerly direction to a stake; thence North to a stake; thence along the property line in a Northerly direction to point of beginning at the Northwest corner of Hemlock Ave. Containing 50 acres more or less. Being a part of the property conveyed to Robert B. Cason, by Deed dated June 3, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 475, folio 183.

Filed 24 Sept., 1954

SAMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

The said property is substantially the same as described in the Collector's Certificate to Joseph Dyker, dated the 14th day of October, 1952. The property is assessed to Robert B. Cason and is subject to a mortgage which has been assigned to George B. Fraser.

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

FOURTH: The Plaintiff prays for process directed to the following defendant: Robert B. Cason, North Beach Park, Anne Arundel County, Maryland.

FIFTH: The plaintiff prays for an Order of Publication directed to all parties in interest in the property.

SIXTH: Attached hereto as Exhibit "A" is the aforesaid certificate of sale.

SEVENTH: To redeem the property, 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 Plaintiffs under Section 90-J and 90-K of Articel 81 of the Annotated Code of Maryland.

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

AND AS INDUTY BOUND,

Samuel Schenker,
Attorney For Plaintiff

STATE OF MARYLAND)
) TO WIT:
Anne Arundel County)

I hereby certify that on this 24th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph Dyker and John Dyker, the Plaintiffs herein, and made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true to the

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

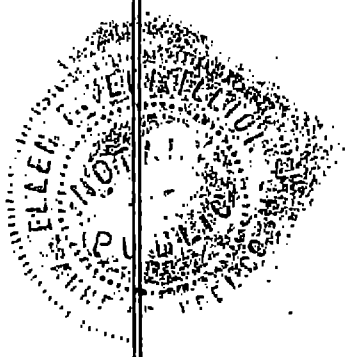
2

best of their knowledge and belief.

WITNESS my hand and Notarial Seal,

Ellen F. Vermillion

Ellen F. Vermillion
Notary Public



SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

3

LIBER 91 PAGE 72

1799

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 Jos. Dyker To Dr J. W. Edel New Shustoke Cockeysville Md public auction for the sum of 40 Dollars and 00 Cents, of which 34.22 Dollars has been paid as a deposit on the property in 8 District described as 49.77 Acres as shown on the plat of North Beach Park 8 Dist A A County.

and assessed to Robert B. Cason

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

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

JOSEPH H. GRISCOM, Sr.
~~County Treasurer~~ Collector.

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

Exhibit A

Filed 24 Sept., 1954

4

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

I hereby assign a one-half undivided interest of this certificate of Tax Sale to John Dyker this 1st day of September, 1954, for the sum of one ($1.00) dollar and other good and valuable considerations.

Joseph Dyker

Joseph Dyker

5

SAMUEL SCHENKER,
BERNARD L. ROTH,
ATTORNEYS AT LAW
ANNAPOLIS, MD.

LIBER 91 PAGE 74

JOHN DYKER AND JOSEPH DYKER
3700 Gywnn Falls Parkway,
Baltimore 16, Maryland

Vs.

ROBERT B. CASON,
North Beach Park,
Maryland, and GEORGE
B. FRASER, Assignee of
the Mortgee,
Address Unknown, and all
persons having or claiming
to have any interest in the
property being a 49.77 acre
unplatted tract of land, more
or less located in North
Beach Park, Maryland, in the
Eighth Election District of
Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 11,126

ORDER OF PUBLICATION

The object of this suit is to foreclose all rights of redemption in the following property situate in the Eighth Election District of Anne Arundel County and State Of Maryland sold to the plaintiffs in the proceedings:

> All of that unplatted portion embraced within the area bounded on the North by Hemlock Ave.; on the East by Pine Ave. to Cherry Street; thence West a distance of approximately 200 feet; thence Southwest to the Northwest corner of Cedar Ave.; thence East 200 feet; thence South 200 feet; thence East 150 feet; thence South 150 feet to the Northwest corner of Birch Ave.; thence East 250 feet; thence South 200 feet; thence East 200 feet; thence South 133.34 feet; thence Southwest 180.25 feet to Walnut Ave., thence along Walnut Ave. in a Southerly direction to the property line as shown on the plat; thence following the property line in a Northwest direction to a stake; thence further along the propertyline in a Westerly direction to a stake; thence North to a stake; thence along the property line in a Northerly direction to point of beginning at the Northwest corner of Hemlock Ave. Containing 50 acres more or less. Being a part of the property conveyed to Robert B. Cason, by Deed dated June 3, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 475, folio 183.

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

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

Filed 24 Sept., 1954.

It is thereupon, this 24 day of September, 1954, by the Circuit Court of Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four(4) sucessive weeks, warning all persons interested in said property to be and appear in this Court by the 1 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 plaintiffs a clear and free from all encumbrances.

John H. Hopkins, 3rd, Clerk.

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

7

OFFICE C LIBER 91 PAGE 76

THE STAR

GLEN BURNIE, MD., October 22 19 54

THIS IS TO CERTIFY, that the annexed advertisement of Order of Publication

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 22nd day of October 1954 ; that is to say, the same was inserted in the issues of September 30, October 7, 14 and 21, 1954.

Estate of
P. G. STROMBERG,
Publisher.

By Blodyp M. Rowley

Samuel Schenker
Bernard L. Roth
Attorneys at Law
Annapolis, Md.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
Equity No. 11,126
JOHN DYKER AND
JOSEPH DYKER
3700 Gwynn Falls Parkway
Baltimore 16, Maryland
vs.
ROBERT B. CASON,
North Beach Park, Maryland,
and
GEORGE B. FRASER,
Assignee of the Mortgagee,
Adress Unknown, and all persons having or claiming to have any interest in the property being a 49.77 acre unplatted tract of land, more or less located in North Bench Park, Maryland, in the Eighth Election District of Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of this suit is to foreclose all rights of redemption in the following property situate in the Eighth Election District of Anne Arundel County and State of Maryland sold to the plaintiffs in the proceedings:

All of that unplatted portion embraced within the area bounded on the North by Hemlock Ave.; on the East by Pine Ave. to Cherry Street; thence West a distance of approximately 200 feet; thence Southwest to the Northwest corner of Cedar Ave.; thence East 200 feet; thence South 200 feet; thence East 150 feet; thence South 150 feet to the Northwest corner of Birch Ave.; thence East 250 feet; thence South 200 feet; thence South 133.34 feet; thence Southwest 180.25 feet to Walnut Ave., thence along Walnut Ave. in a Southerly direction to the property line as shown on the plat; thence following the property line in a Northwest direction to a stake; thence further along the property line in a Westerly direction to a stake; thence North to a stake; thence along the property line in a Northerly direction to point of beginning at the Northwest corner of Hemlock Ave. Containing 50 acres more or less. Being a part of the property conveyed to Robert B. Cason, by Deed dated June 3, 1948, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 475, folio 183.

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

It is thereupon, this 24th day of September, 1954, by the Circuit Court of Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four (4) successive weeks, warning all persons interested in said property to be and appear in this Court by the 1st 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 plaintiffs a clear and free from all encumbrances.

JOHN H. HOPKINS, 3d,
Clerk.

True Copy Test:
JOHN H. HOPKINS, 3d,
Clerk.

To Oct. 21/54

LIBER 91 PAGE 77

JOHN DYKER AND JOSEPH DYKER	*	EQUITY NUMBER 11,126
	*	IN THE
VS.	***	CIRCUIT COURT FOR
ROBERT B. CASON and	*	
GEORGE B. FRASER, Assignee of Mortgagee	*	ANNE ARUNDEL COUNTY

* * * * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the summons for the Defendant, Robert B. Cason, has been duly served upon said defendant; and it appearing further that the Order of Publication heretofore issued in these proceedings having been duly published in the STAR OF GLEN BURNIE, MARYLAND, a newspaper printed and published in Anne Arundel County, Maryland, and the Defendant George B. Fraser, assignee of the mortgagee, and the Defendant, Robert B. Cason, aforesaid, having failed to appear here in person or by solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 1st day of March, 1955, 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 Defendants and all persons having claim or claiming to have any interest in the property which is the subject matter of these proceedings.

Benjamin Michaelson
Judge

Filed 1 Mar., 1955.

LIBER 91 PAGE 78

JOHN DYKER AND JOSEPH DYKER	*	EQUITY NUMBER 11,126
VS.	*	IN THE
ROBERT B. CASON and	*	CIRCUIT COURT FOR
GEORGE B. FRASER, Assignee of Mortgage	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * *

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 1 of the Annotated Code (1943) Supplement.

It is, thereupon, this 4th day of April, 1955, 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, 1952, for 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 encumbrances thereon (except taxes accruing subsequent 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 the said properties to the Plaintiff.

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

Benjamin Michaelson
Judge

10

Filed 4 Apr., 1955.

L&EH 91 PAGE 79

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	::	IN THE CIRCUIT COURT
	::	
VS.	::	FOR
	::	
ROBERT G. WEINRICK and DOROTHY WEINRICK, his wife	::	ANNE ARUNDEL COUNTY (In Equity) No. 11,213

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 16 dlec., 1954

Form 812

[DR.—CITY OR COUNTY]

LIBER 91 PAGE 80
LIBER 784 PAGE 515

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

ROBERT G. WEINRICK and DOROTHY WEINRICK, his wife,

No. 11,213 Equity Plaintiff's Exhibit "A"

Mortgage

THIS MORTGAGE, Made this sixteenth day of September, in the year Nineteen Hundred and Fifty-three, by and between Robert G. Weinrick and Dorothy Weinrick, his wife, [redacted],

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 Thirteen Hundred Dollars ($ 1300.00), 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 Thirteen Hundred Dollars ($ 1300.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty Dollars ($ 20.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of October, 19 53, 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 that lot(s) of ground situate, lying and being in Anne Arundel County, State of Maryland, and particularly described as follows:

BEING all that lot of ground situate on the west side of the Baltimore and Annapolis Boulevard, which lot is more particularly described in a deed from Harrison M. Sandrock and Caroline A. Sandrock, his wife, to the herein Mortgagors, 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 particular description of said lot of ground.

Filed 16 Dec, 1954.

2

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

2. To keep the improvements on said property in good repair, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies designated by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

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

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

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

6. That should the title to the herein mortgaged property be [illegible] 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:

Robert G Weinrick (SEAL)
Robert G. Weinrick

Antoinette M. Granese
Antoinette M. Granese

Dorothy Weinrick (SEAL)
Dorothy Weinrick

[illegible] (SEAL)

(SEAL)

LIBER 91 PAGE 82

4

STATE OF MARYLAND, BALTIMORE CITY , to wit:

I HEREBY CERTIFY, That on this sixteenth day of September , 1953 , before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Robert G. Weinrick and Dorothy Weinrick, his wife, ~~and Dorothy Bates, 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.

Antoinette M. Granese *Notary Public*

My commission expires May 2, 1955.

NOTARY PUBLIC BALTIMORE, MD.

Recorded-25th-Sept-1953-at-9:00-A.M.

LIBER 91 PAGE 83

ANNE ARUNDEL COUNTY

(2)

Mortgage

30850

FROM

ROBERT G. WEINRICK AND WIFE

TO

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 11853-T

Property:

Old Baltimore and Annapolis Blvd.

Description approved

Execution approved

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS.	:	FOR
ROBERT G. WEINRICK and DOROTHY WEINRICK, his wife,	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,213

I HEREBY CERTIFY, That on this 1st day of December, 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, Robert G.Weinrick and Dorothy Weinrick, 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 theSelective 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 Boerlin
Notary Public

Charles F. Loos Vice Pres.
Charles F. Loos Affiant

6

Filed 16 dec., 1954

LIBER 91 PAGE 85

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
ROBERT G. WEINRICK and DOROTHY WEINRICK, his wife	:	(IN EQUITY) No. 11,213

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated September 16, 1953	$ 1300.00
Interest to January 12, 1954	3.00
TOTAL	1303.00
Less payment to date	101.78
BALANCE DUE	$ 1201.22

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 15th day of December, 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

Antoinette M. Granese
My commission expires May 2, 1955.

Filed 8 Jan., 1955

A STOCK COMPANY — ESTABLISHED 1890

LIBER 91 PAGE 86

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

No. 11,213 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 FIVE HUNDRED AND 00/100 - (\$1, 500.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of January in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Robert G. Weinrick and Dorothy Weinrick, his wife'
to The Capital Building and Loan Association of Baltimore City
bearing date the 16th day of September, 1953 and recorded among the mortgage records of Anne Arundel County
in Liber J.H.H No. 784 Folio 515 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler

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

In Testimony Whereof, the above bounden John O. Dumler

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

Signed, sealed and delivered in the presence of:

Gloria Novak
Gloria Novak

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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 8 Jan., 1955
John H. Hopkins, 3rd, Clerk

8 Filed 8 Jan., 1955

State of Maryland, Baltimore City, sct: LIBER 91 PAGE 87

KNOW ALL MEN BY THESE PRESENTS: That the **FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, a corporation of the State of **MARYLAND**, does hereby constitute and appoint **E. V. Shockley** its Attorney-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any Court in or of the State of Maryland and it does hereby declare that all such bonds signed and executed by its said Attorney-in-Fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **FIDELITY AND DEPOSIT COMPANY OF MARYLAND** duly affixed by its Vice-President and attested by its Assistant Secretary, this **21st** day of **April, 1932.**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. C. YOST
Assistant Secretary.

By: E. R. NUTTLE
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney,
January 4, 1955

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

F. H. Beckwith

Assistant Secretary

F.H. BECKWITH

LIBER 91 PAGE 85

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY (In Equity)
ROBERT G. WEINRICK and DOROTHY WEINRICK, his wife	:	Case No. 11,213 Docket , Folio

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

MORTGAGE SALE

OF DESIRABLE FEE SIMPLE PROPERTY

West side of Old Baltimore and Annapolis Boulevard near Lake Waterford Third Election District of Anne Arundel County

Under and by virtue of the power and authority contained in a mortgage from Robert G. Weinrick and Dorothy Weinrick, his wife, to The Capital Building and Loan Association of Baltimore City, a body corporate, dated the sixteenth day of September, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 993, folio 515 (default having occurred thereunder), the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises on Wednesday, the 12th day of January, 1955, 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 west side of the Baltimore and Annapolis Boulevard, at a point where it is intersected by the North fifty-two degrees east seventeen (N52° E 17) perches line of the whole tract conveyed by Isabella B. Browning and husband to Martha J. Heggenbotham, which point is about South fifty-two degrees west fifteen feet (S 52° W 15') from the end of said line and running thence binding on said line, reversely, South fifty-two degrees west two hundred sixty-five feet six inches (S 52° W 265' 6"), more or less; thence along the lines of said whole tract, reversely, the following two courses and distances: North thirty-eight degrees west two hundred thirty-one feet (N 38° W 231') and North six and one-quarter degrees east one hundred forty-eight feet six inches (N 6-¼° E 148' 6"); thence reversely along the South two and one-quarter degrees east (S 2-¼° E) line of the whole Tract, North two and one-quarter degrees west one hundred sixty-five feet (N 2-¼° W 165'), more or less, to intersect the west side of the aforementioned Baltimore and Annapolis Boulevard, along the west side of said boulevard southeasterly four hundred sixty-two feet, more or less, to the place of beginning.

The above property is in fee simple. The improvements consist of an incompleted frame dwelling.

The above property is subject to a right-of-way granted to Chesapeake and Potomac Telephone Company of Baltimore City to maintain Telephone and Telegraph wires in accordance with an Agreement dated January 23, 1918, and recorded in Liber G.W. No. 135, folio 480.

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 lien, if any, to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in Mortgage
E. T. NEWELL AND CO., Auctioneers
j-6

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 12th day of January, 1955, sold the property described in the attached advertisement of sale at and for the sum of $1200— to James W. Bullock & Alma R. Bullock, his wife being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E. T. Newell & Co. Auctioneers

PURCHASER'S AGREEMENT

We hereby certify that we have this 12th day of January, 1955, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $1200 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST: James W Bullock
Alma R Bullock
Purchaser

Charles L. Loos

10

14 Jan., 1955.

Liber 91 PAGE 89

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY (InEquity)
	:	
ROBERT G. WEINRICKand DOROTHY WEINRICK, his wife	:	Case No. 11,213 Docket Folio

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

The report of sale of John O. Dumler, Attorney named in 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 advetisements inserted in The Capital Gazette Press, Inc., 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 12th day of January, 1955 at 2:00 p.m. sell on the premises, the aforesaid fee simple property unto James W. Bullock and Alma R. Bullock, his wife, at and for the sum of Twelve Hundred Dollars ($1200.00) cash, the said James W. Bullock and Alma R. Bullock, 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 13th day of January, in the year one thousand nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State, of Maryland, in and for Baltimore City, aforesaid, personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

As Witness my hand and Notarial Seal.

Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

Filed 14 Jan., 1955

11

LIBER 91 PAGE 90

ORDER NISI

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

ROBERT G. WEINRICK and DOROTHY WEINRICK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,213 Equity

Ordered, this 14 day of January, 1955, 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 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 sales ~~to be~~ was $ 1200.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: ..... Clerk.

(Final Order)

Filed 14 Jan., 1955.

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

versus

ROBERT G. WEINRICK and DOROTHY WEINRICK, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 23d day of February, 19 55, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed unless 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.

12

Filed 23 Feb., 1955.

OFFICE OF
Maryland Gazette
Published by
THE CAPITAL-GAZETTE PRESS, INC.
(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 15, 1955

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 11,213

Robert G. Weinrick

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 N. Tilghman

Filed 17 Feb. 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,213 Equity

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

ROBERT G. WEINRICK and DOROTHY WEINRICK, his wife.

Ordered, this 14th day of January, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dunler, 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 $1200.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

f-10

13

LIBER 91 PAGE 92

In the Case of

The Capital Building & Loan Association of Baltimore City

vs.

Robert G. Weinrick and Dorothy Weinrick, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,213 Equity

To the Honorable, the Judges of said Court:

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

May 10, 1955

All of which is respectfully submitted.

Laura K. Tucklinger
Auditor.

14

Filed 13 May, 1955.

Dr. The Capital Building and Loan Association of Baltimore City
vs. Robert G. Weinrick and Dorothy Weinrick, his wife

in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	66	29	141	29
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	51	24		
Capital-Gazette Press - order nisi (sale	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Fidelity & Deposit Co. of Md. - bond premium	10	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Antoinette M. Granese - notary fees	1	00	102	89
To Attorney for Taxes, viz: 1955 State and County taxes - adjusted, fifteen days		60		60
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	921	22	921	22
			1,208	25
Amount of mortgage claim filed	1,201	22		
Cr. Amount allowed above	921	22		
Balance subject to decree in personam	280	00		

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

1955						
Jan.	12	Proceeds of Sale	1,200	00		
		Interest on deferred payment - 1 month 25 days	8	25	1,208	25
					1,208	25

ORDER NISI LIBER 91 PAGE 95

The Capital Building & Loan Association of Baltimore City

VERSUS

Robert G. Weinrick

and

Dorothy Weinrick, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,213 Equity.

ORDERED, This 13 day of May 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 20 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 20 day of June next.

John F. Dickens, 2nd, Clerk.

Filed 13 May, 1955.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th day of August, 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 10 Aug., 1955.

LIBER 91 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., June 20, 1955

We hereby certify, that the annexed

Order Nisi

Auditor's Account

Eq. 11,213.

Robert G. Weinrick

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 20th day of June, 1955. The first insertion being made the 19th day of May, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 9 Aug., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,213 Equity

THE CAPITAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

ROBERT G. WEINRICK And DOROTHY WEINRICK, His Wife.

Ordered, this 13th day of May, 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 20th 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 20th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

ju-2

18220. 7150

WILLIAM C. ROGERS, Attorney named	*	IN THE
in mortgage	*	CIRCUIT COURT
VS	*	FOR
EMRYS LLOYD ROBERTS and	*	ANNE ARUNDEL COUNTY
ELSIE LOUISE ROBERTS, his wife	*	No. 11,246 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 24 Jan., 1955.

City-County Form.

No. 11,246 Equity

PETITIONER'S EXHIBIT "A"

This Mortgage,

Made this 17th day of December, in the year one thousand, nine hundred and fifty-three - - - -, between EIRYS LLOYD ROBERTS and ELSIE LOUISE ROBERTS, his wife, - of Anne Arundel County - - - - - - - - - - -, in the State of Maryland, Mortgagors, and the FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance of SIXTY-FIVE HUNDRED - - - - - - - - - - - - - -($6,500.00) - Dollars. being part of the purchase money for the property hereinafter described.

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

By the payment on or before the first day of each month from date hereof;

(A) of the sum of FIFTY FIVE ($55.00) - - - - - - - - - - - - - - - - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month: and

(B) of the sum of EIGHT ($8.00) - - - - - - - - - - - - - - - - - - - Dollars, being the present estimated one-twelfth of the annual taxes, water rent, ground rent, insurance premiums and other public charges or assessments for which the property is liable; and if said one-twelfth of the aforesaid charges under Section B aforesaid are insufficient to pay said charges or any additional charges for which the property may be or become liable, or premiums on life insurance policies that may be assigned to the association and held by it or its successors and assigns, then upon demand of said Mortgagee, its successors or assigns, the mortgagors, his, her or their heirs, personal representatives or assigns, shall pay such additional monthly amounts as shall be necessary to pay said charges; the aforesaid combined payments under Sections A and B aforesaid to continue until the whole of said principal and interest shall be paid in full, and said combined payments under Sections A and B aforesaid may be applied by the Mortgagee, its successors and assigns in the following order: (1) to the payment of interest: (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description for which the property may be liable, ground rent, fire and life insurance premiums assigned to the association, its successors or assigns, and (3) towards the payment of the aforesaid principal sum.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, its successors and assigns, all that - lot of ground situate and lying in Anne Arundel County, in said State, and described as follows:

BEGINNING for the same at a stake set on the southeast side of Patapsco Road at a point where it is intersected by the dividing line between Lots Nos. 12 and 13 of Block 41 as shown on the Plat of Boulevard Park in said county and running thence from said place of beginning along the southeast side of Patapsco Road north fifty-seven degrees east thirty feet to an iron pipe set at an angle in said road thence still binding on said road south seventy-five degrees thirty minutes east one hundred ten feet more or less to the waters of the Magothy River thence by a line binding on the waters of said river in a southerly direction one hundred thirty-five feet more or less to a point where said line is intersected by the dividing line

Filed 24 Jan., 1955.

between Lots Nos. 12 and 13 thence along said dividing line north thirty-three degrees west one hundred sixty-five feet more or less to the place of beginning. Being and comprising all of Lots Nos. 11 and 12, Block 41, as shown on the Plat of Boulevard Park on the Magothy, which Plat was formerly recorded in Plat Book G.W. No. 1, Section 2, folio 98, and is now recorded in Plat Cabinet No. 2, Rod C-2, Plat 98. Said lots being situate on the southeast side of Patapsco Road.

LIBER 691 PAGE 66

TOGETHER with all riparian rights and improvements now built and extending into the waters of the Magothy River in front of the above described property.

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 LEO F. PAHL and ELLA L. PAHL, his wife, to ELRYS LLOYD ROBERTS and ELSIE LOUISE ROBERTS, his wife, the within Mortgagors.

ADDITIONAL payments on principal will be permitted on thirty days prior written notice. If total payments on account of principal exceed twenty per centum of the original mortgage in any one mortgage year a pre-payment fee on such excess will be charged during the first mortgage year at the rate of two per centum and during any mortgage year thereafter at the rate of one per centum.

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

TO HAVE AND TO HOLD the said lot of ground and premises unto the said Mortgagee, its successors and assigns, ~~for all the rest and residue of the term of years yet to come and unexpired therein with the benefit of renewal forever subject to the payment of the yearly rents of $ payable in equal semi-annual instalments on the days of and in each and every year~~ forever in fee simple.

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

And the said Mortgagors, for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien thereon, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of the failure of the Mortgagors, their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to pay premiums on any life insurance policy or policies assigned to the Association, or wherein the association is the beneficiary and which is held by the Association as additional collateral for this indebtedness, the Mortgagee, its successors or assigns, being hereby authorized to pay said premiums from time to time and the amounts so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date or dates of said payments, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid together with interest thereon, so that same shall become so much additional indebtedness secured by this mortgage, and be included in any decree of foreclosure, or sale of this property; (5) to pay whatever sum or sums to the Mortgagee, its successors, or assigns, when called upon, for the payment of taxes, water rent, ground rent, fire and life insurance premiums and other public charges or assessments for which the property hereinbefore described may be legally liable, if and in the event said Mortgagee, its successors or assigns has not collected each month sufficient money for the payment of said annual taxes, water rent, ground rent, insurance premiums or public charges or assessments for which the property hereinbefore described may be legally liable; (6) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition of repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the 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; (7) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (8) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (9) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said Mortgagors, in accordance with the provisions of Article LXVI of the Code of Public General Laws of the State of Maryland, or of any other General or Local Laws of the State of Maryland relating to mortgages, including any amendments, supplements, or additions thereto, do hereby (1) declare their assent to the passing of a decree for the sale of the herein described property at any time after the recording of this mortgage, (said sale to take place after a default has occurred in any of the conditions of this mortgage, as herein provided); and the said Mortgagors do hereby (2) also authorize the said Mortgagee, its successors or assigns, or **William C. Rogers,** its duly authorized Attorney, after any such default shall have occurred as aforesaid, to sell the hereby mortgaged property. Upon any such sale, whether made under the assent to the passing of a decree or under the above power of sale, the property as a whole may be sold, and it shall not be the duty of the party selling to sell the same in parts or in lots, but such party may do so, and the sale may be made after giving not less than twenty days notice of the time, place, manner and terms of sale in some newspaper printed in the county or city in which the land, or some portion thereof, is situate; and the party selling may also give such other notice as he may deem expedient. The terms of any such sale may be all cash upon ratification of the sale, or such other terms as the party selling may deem expedient. The proceeds of any such sale shall be applied as follows: first, to the payment of all expenses incident to said sale, including a counsel fee of TWO HUNDRED ($200.00) Dollars for conducting the proceedings, if without contest, but if legal services be rendered to the Trustee appointed by such Decree, or to the party selling under the above power of sale, in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed out of the proceeds of sale as the court may deem proper, and also to the payment of a commission to the party making said sale equal to the commission allowed trustees making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns, hereunder, whether the same shall have matured or not; and third, the balance, if any, to the said Mortgagors, their heirs, personal representatives, or assigns, or to whomever may be entitled to the same. Half of such commissions and all such expenses and costs shall be paid by the Mortgagors, or their assigns, in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

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

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Ruby C. Quandt
RUBY C. QUANDT

Emrys Lloyd Roberts (SEAL)
EMRYS LLOYD ROBERTS

Elsie Louise Roberts (SEAL)
ELSIE LOUISE ROBERTS

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: LIBER 803 PAGE 249

I HEREBY CERTIFY that on this 15th day of December, 1953, before me, the subscriber, a Notary Public, of the State of Maryland in and for Queen Anne's County ~~the City aforesaid~~, personally appeared ELRVS LLOYD ROBERTS and ELSIE LOUISE ROBERTS, his wife, - the Mortgagors, named in the aforegoing mortgage, satisfactorily proven to be the persons whose names are subscribed to the within instrument and they acknowledged the aforegoing mortgage to be their act, and that they executed the same for the purposes therein contained. At the same time also appeared STANLEY L. HOLLES, - - - - - - - - - - , Agent ~~President~~ of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth, and that he is Agent of said Mortgagee duly authorized to make this Affidavit.

AS WITNESS my hand and Notarial Seal

RUBY C. QUANDT NOTARY

Ruby C. Quandt
Notary Public.

My commission expires May 2nd - - - , 1955.

QUANDT

Recorded: December 18, 1953 at 9 A.M.

MORTGAGE

FROM

ELRVS LLOYD ROBERTS and

ELSIE LOUISE ROBERTS, his wife

TO

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BLOCK NO.

Received for Record 18 Dec 1953

at 9 o'clock A.M. Same day recorded in

Liber J.W.H. No. 803 Folio 246 etc.,

one of the Land Records of

A.A. Co. and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $ [illegible] Pd.

THE SECURITY TITLE GUARANTEE CORPORATION OF BALTIMORE
The Rogers Building
113 E. Baltimore Street
Baltimore 2, Md.

The Daily Record Company, Baltimore, Md.

FILE NO. 24269

WRITTEN BY ...

FORM APPROVED ....

READY FOR RECORD.

WILLIAM C. ROGERS, Attorney named	*	IN THE
in mortgage	*	CIRCUIT COURT
VS	*	FOR
EMRYS LLOYD ROBERTS and	*	ANNE ARUNDEL COUNTY
ELSIE LOUISE ROBERTS, his wife	*	No. 11,246 Equity

* * * *

STATE OF MARYLAND)
) To Wit:
CITY OF BALTIMORE)

On this 21st day of January, 1955, 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 Emrys Lloyd Roberts and Elsie Louise Roberts, 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 Emrys Lloyd Roberts and Elsie Louis Roberts, 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. Hoover

6

Filed 24 Jan., 1955.

91 page 103

WILLIAM C. ROGERS, Attorney named	*	IN THE
in Mortgage	*	CIRCUIT COURT
VS	*	FOR
EMRYS LLOYD ROBERTS and	*	ANNE ARUNDEL COUNTY
ELSIE LOUISE ROBERTS, his wife	*	EQUITY No. 11,246

* * * * *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of Fraternity Federal Savings and Loan Association, under the mortgage from Emrys Lloyd Roberts and Elsie Louise Roberts, his wife, to Fraternity Federal Savings and Loan Association, dated December 15, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 803, folio 246.

February 21, 1955

Emrys Lloyd Roberts and Elsie Louise, his wife
Patapsco Road-Boulevard Park
Anne Arundel County, Maryland

Original amount of Loan	$6,500.00
Interest	463.83
Taxes	57.64
	$7,021.47
Less Payments	632.66
BALANCE DUE	$6,388.81

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Ralph M. Milbourne
RALPH M. MILBOURNE, Vice-President

STATE OF MARYLAND)
CITY OF BALTIMORE) TO WIT:

I HEREBY CERTIFY that on this 24th day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Ralph M. Milbourne, Vice President of Fraternity Federal Savings and Loan Association, and 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.

Herbert C. Moore
HERBERT C. MOORE, Notary Public

Filed 26 Feb., 1955

Mortgagee and Attorney's Bond.

US I-369

LIBER 91 PAGE 104

UNITED STATES CASUALTY COMPANY

60 JOHN STREET, NEW YORK

No. 11,246 Equity

Know All Men by These Presents:

That we William C. Rogers

113 E. Baltimore Street, Baltimore 2, Maryland - - - as Principal and UNITED STATES CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New York, and authorized to do a surety business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ---SIX THOUSAND FIVE HUNDRED ($6,500.00)--- Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 25th day of February in the year nineteen hundred and fifty-five.

Whereas, the above bounden William C. Rogers by virtue of the power contained in a Mortgage from Emrys Lloyd Roberts and Elsie Louise Roberts, his wife, such mortgage being given to Fraternity Federal Savings and Loan Association, a body corporate - - - bearing date the 15th day of December nineteen hundred and fifty-three and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH No. 803, Folio 246, 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 (signature) William C. Rogers (Seal)

(Seal)

Attest: (Seal)

G. Lee Burgess, Assistant Secretary.

UNITED STATES CASUALTY COMPANY,

By J.F. Eierman, Res. Vice-President

Approved this 26 Feb 1955
John H. Hopkins,

Filed 26 Feb, 1955

8

GEORGE W. SCIBLE . . . . . Auctioneer

WINSON G. GOTT, JR., Attorney - - - Lee Building, Annapolis, Maryland

MORTGAGEE'S SALE

OF VALUABLE IMPROVED

WATERFRONT FEE SIMPLE PROPERTY

AT BOULEVARD PARK ON THE MAGOTHY,
THIRD ELECTION DISTRICT

Under and by virture of a power of sale contained in a mortgage from Emrys Lloyd Roberts and Elsie Louise Roberts, his wife, to Fraternity Federal Savings and Loan Association, dated December 15, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 803, folio 246, default having occurred, 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, February 28th, 1955

AT 3 P.M.

All that lot of ground and improvements thereon on the Magothy River at Boulevard Park, 3rd Election District, described as follows:

Beginning for the same at a stake set on the southeast side of Patapsco Road at a point where it is intersected by the dividing line between Lots Nos. 12 and 13 of Block 41 as shown on the Plat of Boulevard Park in said County and running thence from said place of beginning along the southeast side of Patapsco Road north fifty-seven degrees east 30 feet to an iron pipe set at an angle in said road thence still binding on said road south seventy-five degrees thirty minutes east one hundred ten feet more or less to the waters of the Magothy River, thence by a line binding on the waters of said river in a southerly direction one hundred thirty-five feet more or less to a point where said line is intersected by the dividing line between Lots Nos. 12 and 13 thence along said dividing line north thirty-three degrees west one hundred sixty-five feet more or less to the place of beginning. Being and comprising all of Lots Nos. 11 and 12, Block 41, as shown on the Plat of Boulevard Park on the Magothy, which Plat was formerly recorded in Plat Book G.W. No. 1, Section 2, folio 98, and Plat Cabinet No. 2, Rod C-2, Plat 98; now in Plat Book No. 13 folio 36. Said lots being situate on the southeast side of Patapsco Road. Subject, however, to the legal operation and effect of the restrictions as set forth in Deed from Alice B. Drummond and husband to Paul Gamiel and wife, recorded in F.S.R. No. 11, folio 399, and in Deed from Boulevard Realty Company to Alice B. Drummond recorded in W.M.B. No. 8, folio 403.

Improvements: One and one-half story frame dwelling and a shed.

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 3 March, 1955

LIBER 91 PAGE 105

LIBER 91 PAGE 106

I hereby certify that I have this 28th day of February, 1955, sold the within described property to FRATERNITY FEDERAL SAVINGS & LOAN ASSOCIATION at and for the sum of SIX THOUSAND, THREE HUNDRED 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

I hereby certify that Fraternity Federal Savings and Loan Association this day, February 28th, 1955, purchased the within described property from William C. Rogers, Attorney named in the Mortgage, at and for the sum of Six Thousand, Three Hundred ($6,300.00) Dollars and ____ hereby agree to comply with the terms of sale set forth on the reverse side hereof.

FRATERNITY FEDERAL SAVINGS AND LOAN ASSOCIATION

By William C. Rogers

WILLIAM C. ROGERS, JR., ATTORNEY
Purchaser

Filed 3 Mar., 1955.

91 PAGE 107

WILLIAM C. ROGERS, Attorney Named	*	IN THE
in Mortgage	*	CIRCUIT COURT
VS	*	FOR
EMRYS LLOYD ROBERTS and	*	ANNE ARUNDEL COUNTY
ELSIE LOUISE ROBERTS, his wife	*	EQUITY # 11,246

* * * * *

REPORT OF SALE

The Report of Sale of William C. Rogers, Attorney named in Mortgage to make sale of property known as Lots Nos. 11 and 12, Block 41, as shown on the Plat of Boulevard Park on the Magothy, Third Election District, 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 sale, said Attorney named in mortgage, William C. Rogers, did pursuant to said notice on Monday, the twenty-eighth day of February, 1955, at 3:00 o'clock p.m., attend at the Court House Door, 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 Fraternity Federal Savings and Loan Association, a body corporate, at and for the price of $6,300.00, 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 1st day of March, 1955, 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 3 Mar., 1955

Liber 91 page 105

Legal Notices

WINSON G. GOTT, JR., Atty.
Lee Building,
Annapolis, Maryland

MORTGAGEE'S SALE

OF VALUABLE IMPROVED WATER-FRONT FEE SIMPLE PROPERTY AT BOULEVARD PARK ON THE MAGOTHY, THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from Emrys Lloyd Roberts and Elsie Louise Roberts, his wife, to Fraternity Federal Savings and Loan Association, dated December 15, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 803, folio 246, default having occurred, 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, FEBRUARY 28TH, 1955
AT 3 P. M.

All that lot of ground and improvements thereon on the Magothy River at Boulevard Park, 3rd Election District described as follows:

Beginning for the same at a stake set on the southeast side of Patapsco Road at a point where it is intersected by the dividing line between Lots Nos. 12 and 13 of Block 41 as shown on the Plat of Boulevard Park in said County and running thence from said place of beginning along the southeast side of Patapsco Road north fifty-seven degrees east 30 feet to an iron pipe set at an angle in said road thence still binding on said road south seventy-five degrees thirty minutes east one hundred ten feet more or less to the waters of the Magothy River, thence by a line binding on the waters of said river in a southerly direction one hundred thirty-five feet more or less to a point where said line is intersected by the dividing line between Lots Nos. 12 and 13 thence along said dividing line north thirty-three degrees west one hundred sixty-five feet more or less to the place of beginning. Being and comprising all of Lots Nos. 11 and 12, Block 41, as shown on the Plat of Boulevard Park on the Magothy, which Plat was formerly recorded in Plat Book G. W. No. 1, Section 2, folio 98, and Plat Cabinet No. 2, Rod C-2, Plat 98; now in Plat Book No. 13, folio 36. Said lots being situate on the southeast side of Patapsco Road. Subject, however, to the legal operation and effect of the restrictions as set forth in Deed from Alice B. Drummond and husband to Paul Gamiel and wife, recorded in F. S. R. No. 11, folio 309, and in Deed from Boulevard Realty Company to Alice B. Drummond recorded in W. M. B. No. 8, folio 403.

Improvements: One and one-half story frame dwelling and a shed.

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.

GEORGE W. SCIBLE, Auctioneer. f-24

LIBER 91 PAGE 109

ORDER NISI

William C. Rogers,
Attorney Named in Mortgage

versus

Emrys Lloyd Roberts and
Elsie Louise Roberts, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,246 Equity

Ordered, this 3 day of March, 19 55, 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 11 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 11 day of April next.

The report states that the amount of sales to be $ 6,300.00.

John J. Holmes, Jr., Clerk.

True Copy.

TEST: ..... Clerk.

(Final Order)

Filed 3 Mar. 1955.

William C. Rogers,
Attorney Named in Mortgage

versus

Emrys Lloyd Roberts and
Elsie Louise Roberts, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19

ORDERED BY THE COURT, This 14th day of April, 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 14 Apr., 1955.

LIBER 91 PAGE 110

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,246 Equity
WILLIAM C. ROGERS, Attorney Named In Mortgage
Vs.
EMRYS LLOYD ROBERTS and ELSIE LOUISE ROBERTS, his wife.

Ordered, this 3rd day of March, 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 11th 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 11th day of April next.

The report states that the amount of sales to be $6,300.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-31

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 12, 1955

We hereby certify, that the annexed Order Nisi. Sale Eq. 11,246 Emrys Lloyd Roberts

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 11th day of April, 1955. The first insertion being made the 10 day of March, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 5024

13

Filed 13 apr., 1955

LIBER 91 PAGE 111

In the Case of

William C. Rogers,
Attorney named in Mortgage
vs.
Emrys Lloys Roberts
and
Elsie Louise Roberts, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,246 Equity

To the Honorable, the Judges of said Court:

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

May 2, 1955

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

Filed 4 May, 1955.

14

Dr. William C. Rogers, Attorney named in Mortgage vs. Emrys Lloyd Roberts and Elsie Louise Roberts, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	220	51	420	51
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	13	50	42	25
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	51	24		
Capital-Gazette Press - handbills	9	69		
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		
D. & R. Contractors - winterizing property	8	50		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Herbert C. Moore - notary fee	1	50	143	08
To Attorney for Taxes, viz: 1955 State and County taxes - 2 months (adjusted)	10	32	10	32
To Fraternity Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	5,781	33	5,781	33
			6,397	49
Amount of mortgage claim filed	6,388	81		
Cr. Amount allowed above	5,781	33		
Balance subject to decree in personam	607	48		

15

with William C. Rogers, Attorney named in Mortgage Cr.

1955							
Feb.	28	Proceeds of Sale		6,300	00		
		Interest on deferred payment -					
		1 month 22 days .		50	34	6,350	34
		Refund fire insurance premium		47	15	47	15
						6,397	49

LIBER 91 PAGE 114

ORDER NISI

William C. Rogers,

Attorney named in Mortgage

VERSUS

Emrys Lloyd Roberts

and

Elsie Louise Roberts, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,246 Equity.

ORDERED, This 4 day of May, 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 13 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 13 day of June next.

Filed 4 May, 1955. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of June, 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 14 June, 1955.

LIBER 91 FAGE 115

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1955

We hereby certify, that the annexed

Order Nisi

Auditors Account

Eq. 11,246

Emrys Lloyd Roberts

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of June, 1955. The first insertion being made the 12th day of May, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Filed 3 June, 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,246 Equity

WILLIAM C. ROGERS, Attorney named in Mortgage
Vs.
EMRYS LLOYD ROBERTS And ELSIE LOUISE ROBERTS, His Wife.

Ordered, this 4th day of May, 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 13th 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 13th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-26

18

JENNIE SCOTT,
ROLAND SCOTT, her husband,
LUCILE THOMPSON, unmarried,
JOSEPHINE THOMPSON TONGUE, and
JEANETTE THOMPSON.

vs.

GEORGE O. THOMPSON, infant

WILSON THOMPSON, infant

EQUITY NO. 8975

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Bill of Complaint of Jennie Scott, Roland Scott, her husband, Lucile Thompson, unmarried, Josephine Thompson Tongue, and Jeanette Thompson respectfully shows unto your Honors:

First. That James O. Thompson, deceased, died intestate on or about the 30th day of September, 1938 leaving surviving him his widow, Mary O. Thompson who died intestate on or about July 16, 1945, a daughter, Jennie Scott, wife of Roland Scott, Lucile Thompson, a daughter, unmarried, Josephine Thompson Tongue, the widow of a son, Roosevelt Thompson who died intestate on or about November 20, 1942 and leaving surviving him the said Josephine Thompson Tongue, his widow, Jeanette Thompson, unmarried, a daughter, George O. Thompson, a son, age nineteen, and Wilson Thompson, a son, age seventeen.

Second. At the time of his death James O. Thompson was seized and possessed of a tract of land located in the Seventh Election District of Anne Arundel County, Maryland near Shadyside which was conveyed to him by Thomas E. Smith and Julia E. Smith, his wife, by deed dated August 6, 1907 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 56 folio 491. A certified copy of said deed is filed herewith, prayed to be taken as a part hereof and marked Plaintiff's Exhibit No. 1.

Third. That the tract of land described in the deed consists of five acres of land, more or less, and is improved by a small

dwelling which is in need of repair. The property is not susceptible of division in kind among the parties entitled thereto and it would be for the benefit and advantage of all parties concerned including the infant Defendants to sell the tract of land and improvements thereon and to invest the proceeds thereof, to which the infant Defendants are entitled in some productive fund.

Fourth. That the Plaintiffs to this action have entered into an agreement of sale with Noah S. Slaughter, Sr., of Washington, D. C. Dated December 6, 1945 for the purchase of this property at and for the sum of $2500.00 as evidenced by an agreement of sale filed herewith, marked Plaintiff's exhibit No. 2 and prayed to be taken as a part hereof. The Plaintiffs deem it to the advantage of all parties concerned that the sale be made and the contract ratified and confirmed by this Honorable Court.

TO THE END, THEREFORE:

1. That the agreement of sale marked Plaintiff's Exhibit No. 2 be ratified and confirmed by this Court and that a Trustee be appointed to consummate the sale in accordance with its terms.

2. And that the Plaintiffs have such other and further relief as their case and equity may require.

May it please your Honors to grant unto the Plaintiffs the writ of Subpoena directed to George O. Thompson, infant, and Wilson Thompson, infant, residing at Shadyside, Anne Arundel County, Maryland, commanding them, on some certain day to be named therein, to appear in the Court and answer the premises, and abide by and perform such decree as may be passed therein.

AND, AS IN DUTY BOUND, etc.

George Pullman
Solicitor for Plaintiffs

LIBER 91 PAGE 118

Equity No. 8975
In the Circuit Court for
Anne Arundel County

Jennie Scott,
Roland Scott, her husband,
Lucile Thompson, unmarried,
Josephine Thompson Tongue, and
Jeanetta Thompson.

vs.

George O. Thompson, infant
Wilson Thompson, infant

BILL OF COMPLAINT

Mr. Clerk:

Please file.

Geo. E. Rullman
Solicitor for Plaintiffs

Filed Dec. 13" 1945.

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

THIS DEED made this Sixth day of August in the year Nineteen hundred and seven by Thomas E. Smith and Julia E. Smith his wife, parties of the first part, and James O.Thompson party of the second part, all of Anne Arundel County, Maryland.

WITNESSETH: That for and in consideration of the sum of Two Hundred and Fifty dollars paid by the party of the second part, to the parties of the first part, the receipt whereof is hereby acknowledged, the parties of the of the first part have bargained and sold and by these presents do grant and convey unto the party of the second part, his heirs and assigns in fee simple, all that tract of land situate in the Eighth Election District of Anne Arundel County Maryland, and described as follows according to a plat and survey thereof made by John Shepherd, Surveyor, on the 9th day of July, 1907 namely:

BEGINNING for the survey of said land at a peg in the public road leading from Sudley to Shady Side, said peg standing north eighty six degrees forty five minutes west four perches from a large grey stone standing on the south side of the above mentioned road, said stone a corner boundary of the lands formerly belonging to the late Henry Holland, and run from said peg and up said road north eighty six degrees forty five minutes west thirty and fifty six hundredths perches to a peg in said road and opposite a private road leading to the lands of Thomas Phipps et al. thence run up and with the east side of the last named road north four degrees forty-five minutes east twenty six and seventy four hundredts perches to a post; thence leave the last named road and run north eighty five degrees thirty minutes east twenty nine and fifty six hundredths perches to a post; thence south two degrees five minutes west thirty and sixty four hundredths perches to the place of beginning; containing five acres ~~and~~ one rood and eighteen square perches of land, more or less.

It being a part of Lot No. Two which was conveyed to Thomas J.Murray, in a partition deed between the said Thomas J. Murray and wife and Alexander Murray and wife, dated the 18th day of September in the year 1895 and recorded in the Land Records of Anne Arundel County in Liber J. C. B. No. 4, folio 43, which said Lot No. Two was by the said Thomas J. Murray and wife conveyed to the said Thomas E. Smith by two deeds the one dated May 19th 1904, recorded in Land Records aforesaid in Liber G. W. No. 36 folio 225, and the other a confirmatory deed dated the 1st day of July 1907, recorded as aforesaid in Liber G. W. No. 53 folio 270.

TOGETHER with the buildings and improvements thereon and all the rights, roads, ways, waters, privileges and appurtenances thereto 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 James O. Thompson, his heirs and assigns in fee simple forever.

WITNESS the hands and seals of the said parties of the first part.

Test: Thomas E his X Smith name (Seal)

Wilson T. Weems . Julia E. Smith (Seal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 12th day of August in the year nineteen hundred and sevenbefore me the subscriber, a Justice of the Peace of the State of Maryland, in and for Anne Arundel County personally appeared the above names Thomas E. Smith and Julia E. Smith and acknowledged the aforegoing deed to be their act and deed.

Wilson T. Weems

Justice of the Peace

Recorded 14 September 1907.

LIBER 91 PAGE 121

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I Hereby Certify, that the aforegoing Deed was truly taken and copied from Liber G. W. No. 56, folio 491, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I Hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 12th, day of December, A. D. 1945.

John T. Tavenner, 3rd, Clerk.

LIBER 91 PAGE 122 2

Equity No. 8975
In the Circuit Court for
Anne Arundel County

Jennie Scott,
Roland Scott, her husband,
Lucile Thompson, unmarried,
Josephine Thompson Tongue,
Jeanette Thompson, unmarried

vs.

George O. Thompson, infant
Wilson Thompson, infant

Plaintiff's Exhibit No. 1
E. Evans, Esq. A.

Mr. Clerk:

Please file.

George T. Nullman
Solicitor for Plaintiffs

Filed Dec. 13" 1945.

$1.50 Pd J.E.P.

THIS AGREEMENT OF SALE made this Sixth day of ~~November~~ December in the year Nineteen Hundred and forty five (1945), by and between Jennie Scott and Roland Scott, her husband, Lucile Thompson, unmarried, and Jeanette Thompson, unmarried, heirs at law of James O. Thompson, deceased, and Mary O. Thompson, deceased, of Anne Arundel County, Maryland, parties of the first part and Noah S. Slaughter, Sr. of Washington, District of Columbia, party of the second part, Witnesseth:-

THAT for and in consideration of the sum of Twenty Five Hundred Dollars ($2,500.00) of which One Hundred Dollars ($100.00) has been paid on account to the parties of the first part prior to the execution of this agreement and the balance of Twenty Four Hundred Dollars ($2,400.00) to be paid to the parties of the first part by the party of the second part when transfer of the property hereinafter described is made and the interest of George O. Thompson and Wilson Thompson, minors, is conveyed. The parties of the first part hereof have bargained and sold and by these presents do grant and convey unto the party of the second part , his heirs and assigns all that tract of land situate in the Seventh Election District of Anne Arundel County and described as follows according to a plat and survey thereof made by John Shepherd, Surveyor, July 9, 1907, namely:-

BEGINNING for the survey of said land at a peg in the public road leading from Sudley to Shady Side, said peg standing north eighty-six degrees forty-five minutes west four perches from a large grey stone standing on the south side of the above mentioned road said stone a corner boundary of the lands formerly belonging to the late Henry Holland, and run from said peg and up said road north eighty-six degrees forty-five minutes west thirty and fifty-six

hundredths perches to a peg in said road and opposite a private road leading to the lands of Thomas Phipps et al., thence run up and with the east side of the last named road north four degrees forty five minutes east twenty six and seventy four hundredths perches to a post; thence leave the last named road and run north eighty five degrees thirty minutes east twenty nine and fifty six hundredths perches to a post; thence south two degrees, five minutes west thirty and sixty four hundredths perches to the place of beginning, containing five acres, one rood, and eighteen square perches of land, more or less.

BEING the same property which was conveyed to James O. Thompson by Thomas E. Smith and wife by deed dated August 6, 1907 and recorded among the Land Records of Anne Arundel County in Liber G. W.. No. 56 folio 491.

All rents, taxes and public charges levied against the above described property are to be adjusted to date of transfer.

The parties hereto are aware that it will be necessary in order to pass a good title to the hereinbefore described property that a proceeding in the Courts of Anne Arundel County be instituted and the Courts approval obtained for the conveyance of the interest of the said minor children.

In Witness whereof this Agreement is executed the day and date first above written.

Witness

Jennie Scott

Witness

Roland Scott

Witness

Lucile Thompson

Witness

Jeanette Thompson

Witness:
Augustus W. Gray
615-7 St. N.W.
Wash, D.C.

Noah S. Slaughter, Sr.

LIBER 91 PAGE 125

AGREEMENT OF SALE

Between

Jennie Scott and Roland Scott, her husband.
Lucile Thompson, unmarried
Jeanette Thompson, unmarried

and

Noah S. Slaughter, Sr.

Property situate in the Seventh Election District of Anne Arundel County, Maryland

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

3

Equity No. 8975
In the Circuit Court for
Anne Arundel County

Jennie Scott,
Roland Scott, her husband,
Lucile Thompson, unmarried,
Josephine Thompson Tongue,
Jeanette Thompson, unmarried.

vs.

George O. Thompson, infant
Wilson Thompson, infant

Plaintiff's Exhibit No. 2

Exams. Exh. B.

Mr. Clerk:

Please file.

George E. Rullman
Solicitor for Plaintiffs

Filed Dec. 13" 1945.

JENNIE SCOTT, et al

VS.

GEORGE O. THOMPSON, INFANT
WILSON THOMPSON, INFANT

EQUITY NO. 8975

IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of George E. Rullman, Attorney for the Plaintiffs in the above entitled case respectfully represents:

That the said George O. Thompson and Wilson Thompson, the Defendants in said cause have been duly returned summoned, but being infants they cannot answer and defend this suit for themselves.

Your Petitioner, therefore, parys your Honors to appoint a Guardian ad litem, to answer and appear for said infants.

AND, AS IN DUTY BOUND, etc.

George E. Rullman

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this eighth day of January, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Rullman, the above petitioner, and made oath in due form of law that the matters and facts stated in the aforegoing Petition are true, to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

RUBY W. CHANEY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Ruby W. Chaney, Notary Public

LIBER 91 PAGE 127

ORDER OF COURT.

Upon the foregoing Petition and affidavit, it is hereby ORDERED this 10th day of January, 1946, that R. Tilghman Brice, 3rd, be, and he is hereby, appointed Guardian ad litem to appear and answer for George O. Thompson, infant, and Wilson Thompson, infant, the defandants in the above entitled cause.

Jno Carroll

Equity No. 8975

Jennie Scott, et al

vs.

George O. Thompson, infant,
Wilson Thompson, infant.

Petition for appointment of Guardian ad litem, with Order of Court thereon.

Mr. Clerk:

Please file.

George E. Rullman
Atty for Plaintiffs

Filed Jany. 8th 1946.
10 Jany 1946 order of Court fd

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

LIBER 91 PAGE 129

JENNIE SCOTT ROLAND SCOTT, her husband, LUCILE THOMPSON, unmarried, JOSEPHINE THOMPSON TONGUE, and JEANETTE THOMPSON	(	NO. 8975 EQUITY
	)	
	(	IN THE CIRCUIT COURT
	)	
	(	FOR
vs:	)	
	(	ANNE ARUNDEL COUNTY
	)	
GEORGE O. THOMPSON, infant, WILSON THOMPSON, infant.	(	
	)	

: : : : : : : :

To the Honorable, the Judges of said Court:

The Answer of George O. Thompson, Infant Defendant, and Wilson Thompson, Infant Defendant, by R. Tilghman Brice, III, Guardian ad litem duly appointed by Order of this Honorable Court, to the Bill of Complaint of Jennie Scott, et al., against them in this Court exhibited, these Defendants being infants can not admit or deny any of the matters and things in said Bill alleged, and submit their rights thereunder to the protection of this Court.

AND as in duty bound, etc.,

R. Tilghman Brice, III,
GUARDIAN AD LITEM

NO. 8975 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JENNIE SCOTT
ROLAND SCOTT, her husband,
LUCILE THOMPSON, unmarried,
JOSEPHINE THOMPSON TONGUE,
JEANETTE THOMPSON

vs:

GEORGE O. THOMPSON, Infant,
WILSON THOMPSON, Infant.

ANSWER of Infant Defendants by Guardian ad litem.

Mr. Clerk:

Please file.

R. Tilghman Brice, III,
GUARDIAN AD LITEM

R. TILGHMAN BRICE, III
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

FILED Jany. 14th 1946.

THE DAILY RECORD CO., BALTIMORE, MD.

Jennie Scott, et al,

vs.

George O. Thompson, et al.

No. 8975 Equity.

In the Circuit Court for

Anne Arundel County.

Testimony on behalf of the Plaintiff.

PRESENT:-

Mr. George E. Rullman, Solicitor for Plaintiff.

Mr. R. Tilghman Brice, III, Guardian ad Litem.

Mr. John S. Strahorn, Examiner.

Juliet D. Strahorn, Court Stenographer.

WITNESSES:-

Jennie Scott,---------2 to 4

Josephine Thompson Tongue,-----5 to 6

Jennie Scott, one of the Plaintiffs, being first duly sworn, deposes and says:-

(Rullman)

1. State your name and residence?

A. Jennie Scott, Churchton, Anne Arundel Co., Md.

2. Do you know the parties to this suit, Jennie Scott and Roland Scott, her husband; Lucile Thompson, unmarried; Josephine Thompson Tongue and Jeanette Thompson, unmarried; George O. Thompson and Wilson Thompson, infants?

A. The parties named I know all of them, I am one of the Plaintiffs.

3. What was the name of your father?

A. James O. Thompson.

4. Is he living or dead?

A. He is dead.

5. When did he die?

A. September 30th, 1938.

6. Did he leave a last will and testament?

A. No, he did not.

7. Did your father die seized and possessed of any property at the time of his death?

A. Yes.

8. What did that property consist of?

A. Five acres of land located in the 7th Election District of Anne Arundel County, Maryland, near Churchton, improved by a dwelling house, frame, with nine rooms.

9. Does this deed that I hand you marked Plaintiff's Exhibit No. 1 from Thomas E. Smith and Julia E. Smith, his wife, to James O. Thompson dated 6th of August in the year 1907 recorded among the Land Records of Anne Arundel County in Liber G.W. 56 folio 491, describe the property you have mentioned?

A. Yes sir. Now filed as Exam. Exh. A

10. Did your father leave any other property?

A. No sir that was the only property he had.

11. Did your mother survive your father?

A. Yes.

12. Is she living or dead?

A. She is dead

13. What is her name?

A. Mary O. Thompson.

14. When did she die?

A. She died July 16th, 1945.

15. Did she leave a last Will and Testament?

A. No sir.

16. What children survived your mother and father?

A. Jennie Scott (myself) and Lucile Thompson, single, 29 years of age, and a brother Roosevelt Thompson.

17. Is your brother Roosevelt Thompson living or dead?

A. He is dead, he died November, 1942.

18. Who did he leave surviving him?

A. His wife, Josephine Thompson who has since married Frank Tongue, and is now Louise Thompson Tongue. He left three children surviving him Jeanette Thompson, unmarried, she is 21 years old, and George O. Thompson, 19 years of age and Wilson Thompson, 17 years of age.

19. Did Roosevelt Thompson leave a last will and testament?

A. No.

20. Were there any other heirs at law of your father James O Thompson?

A. No, that is all of them.

21. Has there been any administration on either your father's estate or on Roosevelt's estate?

A. No sir, neither one of them.

22. What is the condition of this property at the present time?

A. It is in good repair

23. Is this property susceptible of partition in kind among the heirs at law of your father and mother?

A. No it is not.

24. Is it your opinion would be to the best interest of all parties concerned that the property be sold and the proceeds divided amongst the heirs at law as their interest may appear?

A. Yes.

25. I have here Plaintiffs' Exh. No. 2 which is an Agreement of Sale entered into between all of the heirs at law of your father and mother who are of age, with the exception of the infants,- this agreement is dated December 6th, 1945, and the Vendee is Noah S. Slaughter, Sr., and it calls for the paymentof $2500, did you sign that agreement?

A. Yes.

26. What is your idea of the value of this property, what do you think it is worth?

A. It is worth $2500.

27. Do you think that is a fair price for the property, and you, as one of the heirs at law, are willing to have the property sold for $2500, and you are asking the Court to ratify this agreement of sale?

A. Yes.

****Filed as Exam. Exh. B

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

J.S. Jennie Scott

Josephine Thompson Tongue, a witness of lawful age, being first duly sworn, she being one of the Plaintiffs, says: (Rullman)

1. State your name and residence?

A. Josephine Thompson Tongue, Churchton, Md.

2. You are the widow of Roosevelt Thompson, who was the son of James O. and Mary Thompson?

A. Yes, and I have since married Frank Tongue.

3. Do you know the parties to this suit you have just heard mentioned by me?

A. Yes, I know all of them, Jeanette Thompson, George O. Thompson and Wilson Thompson are my children by Roosevelt Thompson. Jeanette Thompson is of age, George is 18 years old and Wilson is 17 years old.

4. You just heard your sister-in-law's testimony as to the heirs at law of James O. Thompson and Mary O. Thompson?

A. Yes I did.

5. Are they all the heirs at law of your deceased father-in-law?

A. Yes.

6. Did you know this property that James O. Thompson died seized and possessed of?

A. Yes.

7. Can you describe it?

A. It consists of 5 acres of land more or less situate near Churchton in the 7th District of Anne Arundel County improved by a seven room frame dwelling.

8. You heard your sister-in-law testify as to the agreement of sale entered into between the heirs and Mr. Slighter, in your opinion, is that a fair proce for the property, $2500?

A. Yes I think it is.

9. As the mother of these infant children are you satisfied that is a fair and reasonable price for this property, and are you willing to request the Court to ratify this contract?

A. Yes.

10. Is this property susceptible of partition in kind between the parties in interest?

A. No.

11. Is it to the best interest and advantage of the parties hereto and particularly the infants that the Contract be ratified by the Court, and the proceeds of sale be divided among the heirs entitled?

A. Yes.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

JTT Josephine Thompson Tongue

There being no other witnesses to be examined on behalf of the Plaintiffsat this time, and no further testimony desired on their behalf, this testimony is now closed, and, at request of Plaintiffs' Attorney, is returned to the Court.

Witness my hand and seal this day of February, 1946.

_____(Seal)
Examiner.

John M. Thomas, a witness of lawful age, being first duly sworn, deposes and says:-

(Rullman)

1. State your name and address?

A. John M. Thomas, Shadyside.

2. How long have you resided in Shadyside?

A. Since 1922.

3. Do you know the parties to this suit, Jennie Scott, and Roland Scott, her husband, Lucile Thompson, unmarried; Josephine Thompson Tongue and Jeanette Thompson, unmarried; George O. Thompson and Wilson Thompson, infant?

A. Yes, I know all of them.

4. Did you know James O. Thompson and Mary O. Thompson in their life time?

A. Yes.

5. Are they living or dead?

A. They are both dead.

6. These other parties above mentioned, Jennie Scott, wife of Roland Scott and Lucile Thompson, unmarried, are his children and Josephine Thompson Tongue is a daughter-in-law, and George O. Thompson and Wilson Thompson are the children of a son, Roosevelt Thompson?

A. Yes.

7. Did you know Roosevelt Thompson?

A. Yes, he is dead.

8. You have been engaged in the purchase and sale of real estate in Anne Arundel County, especially the Shadyside section?

A. Yes.

9. You are a member of the firm of William M. Thomas Lumber Company, supplying and selling lumber for various building operations in that section?

A. Yes, I am Vice-President of the company.

10. You are also a member of the Board of the County Trust Company of Maryland and serve on its real estate committee for the purpose of placing loans?

A. Yes.

11. You are a member of the Board of The First Federal Savings and Loan Association?

A. Yes.

12. And also serve on their inspection committee for the purpose of placing values on property do you not?

A. Yes.

13. Would you say you are familiar with property values in Anne Arundel County, especially the Shadyside and Churchton section?

A. Yes.

14. Do you know the property that James O. Thompson died seized and possessed of?

A. Yes.

15. Have you recently inspected that property?

A. Yes I have within the last two weeks, it consists of five acres of land, more or less, improved by a two story frame dwelling house.

16. What is its present condition?

A. The house is an old house and needs repairs at present. The value I would say at present was $2500 for the house and land.

17. The parties to this case who are of age have entered into a contract of sale with Noah S. Slaughter, Sr., in your opinion based on your knowledge of real estate is that a fair and adequate price for the property?

A. The condition the property is in now that's the proper valuation.

18. Is this property susceptible of division in kind among those entitled without loss and injury?

A. No I don't think it could be divided without material loss and injury.

19. In your opinion, would it be to the best interest of these parties that the property be sold, or this contract ratified, and the proceeds therefrom be divided among those entitled?

A. That would be the only way they could make a settlement I would say.

No Cross Examination.

To the general question under the rule the witness says:-

A. No.

J.M.T. John M. Thomas

There being no other witnesses to be examined, and no further time being desired the within testimony is hereunto closed and returned to the Court this 11th day of February, 1946

Jno. D. Graham (Seal)
Examiner

No. 8975 Equity. 6

LIBER 91 PAGE 140

Jennie Scott, et al,

vs.

George O. Thompson, et al

Testimony on behalf of the Plaintiffs.

Mr. Clerk:- Please file.

Examiner.

Filed Friday. 11th 1946.

JDS------$5.00
JSS------$8.00 Paid

JENNIE SCOTT, ROLAND SCOTT, her husband LUCILE THOMPSON, unmarried, JOSEPHINE THOMPSON TONGUE, and JEANETTE THOMPSON	:	EQUITY NO. 8975
	:	IN THE CIRCUIT COURT FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
GEORGE O. THOMPSON, infant	:	
WILSON THOMPSON, infant	:	

: : : : : : : : : :

D E C R E E

This cause standing ready for hearing and having been submitted on Bill and Answer by Guardian ad litem and testimony, and all of the proceedings having been read and considered:

It is thereupon, ADJUDGED, ORDERED AND DECREED, this 27" day of February, in the year 1946 by the Circuit Court for Anne Arundel County, sitting in Equity, that the property and land mentioned in these proceedings and described in said Agreement of Sale and Purchase be sold accordingly. And it is further ADJUDGED, ORDERED AND DECREED that the aforesaid Agreement of Sale and Purchase dated December 6, 1945 and filed herein as Plaintiffs' Examiner's Exhibit No. 2, be and the same is hereby ratified, confirmed and approved; and that George E. Rullman, be and he is hereby appointed Trustee for the purpose of conveying the property aforesaid to the said purchaser, Noah S. Slaughter, Sr., and the said George E. Rullman, upon payment of the whole purchase price mentioned in said Agreement, but not before, as Trustee aforesaid shall by a good and sufficient deed to be executed and acknowledged by him as said Trustee convey to the said Noah S. Slaughter, Sr., his heirs and assigns the property and land mentioned in said Agreement free, clear and discharged from all claims of the parties

hereto, both Plaintiffs and Defendants and those claiming by, through, from or under them or any of them in accordance with the terms and conditions of said Agreement of Sale and Purchase and after receiving the same, 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 therefrom the Court costs of these proceedings and such commissions as may be allowed the said Trustee by this Court in consideration of the performance of his duties as such Trustee and the said George E. Rullman, Trustee as aforesaid, is hereby required to file in this Court a bond with surety in the penalty of Twenty Five Hundred ($2500.00) Dollars with a corporate surety to be approved by this Court or the Clerk thereof, and it is further ADJUDGED, ORDERED AND DECREED that the said George E. Rullman, Trustee, give notice to all persons having claims against the Estate of James O. Thompson, Mary O. Thompson and Roosevelt Thompson, deceased, to file their claims properly authenicated with the Clerk of this Court by causing ~~a~~ the usual ninety day notice to creditors to be published in some newspaper in Anne Arundel County once a week for four successive weeks.

Judge

Equity No. 8975
In the Circuit Court for
Anne Arundel County

Jennie Scott, Roland Scott, her husband, Lucile Thompson, unmarried, Josephine Thompson Tongue, and Jeanette Thompson

vs.

George O. Thompson, infant

Wilson Thompson, infant

D E C R E E
Feb. 27- 1946

Mr. Clerk:

Please file.

.....

Filed Feby. 27" 1946

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

Know all Men by these Presents,

THAT WE George E. Rullman of Anne Arundel County, Maryland - - - -

- -

and the NATIONAL SURETY ~~COMPANY~~ CORPORATION, a body corporate, of New York, and duly admitted to do business in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of - - - - - - -Twenty Five Hundred- - - - - - - - - - - - Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents—sealed with our seals and dated this- - - - 27th - - - day of- - - -February- - - - - in the year of our Lord one thousand nine hundred and 46.

WHEREAS, the above bounden George E. Rullman- - - - - - - - - - - - -

by virtue of a decree of the Honorable the Judge of the Circuit Court for Anne Arundel County has been appointed trustee to sell real estate- - - - - - - - - - - - - - - - -

mentioned in the proceedings in the case of Jennie Scott, et al

Equity No. 8975 *vs.*

George O. Thompson, infant, et al

now pending in said Court:

Now the Condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN George E. Rullman - - - - - - - - - - - - - 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

Florence I. Lewis

George E. Rullman (SEAL)

(SEAL)

(SEAL)

NATIONAL SURETY ~~COMPANY~~ CORPORATION

Witness as to surety

Rose M. Bausch
Rose M. Bausch

By Wm. M. Murphy (SEAL)
Wm. M. Murphy (SEAL)

(SEAL)

ATTORNEYS-IN-FACT.

LIBER 91 PAGE 145

8

191 EQUITY No. 8975

CIRCUIT COURT

Jennie Scott, et al

vs.

George O. Thompson, infant, et al

TRUSTEE'S BOND.

BOND APPROVED

this 2nd. day of March 1946

John H. Hopkins, 3rd.
Clerk.

No.

Filed March 2nd 1946.

F. 2253 (M-12-17)

JENNIE SCOTT, ROLAND SCOTT, her husband LUCILE THOMPSON, unmarried, JOSEPHINE THOMPSON TONGUE, and JEANETTE THOMPSON	:	EQUITY NO. 5975
vs	:	IN THE CIRCUIT COURT FOR
GEORGE O. THOMPSON, infant	:	
WILSON THOMPSON, infant	:	ANNE ARUNDEL COUNTY

TO THE HONORABLE, THE JUDGES OF SAID COURT:-

The Report of George E. Rullman, Trustee appointed by a Decree of this Honorable Court, passed in the above entitled cause, dated the 27th day of February 1946, to consummate the sale mentioned in these proceedings, respectfully shows:

(1) That after giving bond for the security for faithful performance of his duty and trust, and after having complied with all the other prerequisites, as required by law and the said Decree, he did, on the 9th day of July 1946, consummate said sale in accordance with the terms of said Contract of Sale, filed in these proceedings, receive from Noah S. Slaughter, Sr., purchaser, the balance of said purchase price, namely Twenty-four Hundred ($2400) Dollars, the down payment of One Thousand ($1000) Dollars, mentioned in the Contract of Sale having heretofore been received; and further, in accordance with the Decree of this Honorable Court, did publish in the Maryland Gazette, a newspaper published in the City of Annapolis, Anne Arundel County, Notice to Creditors four (4) successive weeks as evidenced by Publisher's Certificate thereof, which is filed herewith and prayed to be taken as a part hereof.

May it please Your Honors to pass an Order directing the Auditor to state an Account and allow the Trustee the usual commissions in accordance with the Equity Rules of this Honorable Court.

Respectfully submitted,

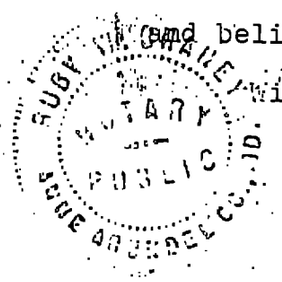
George E. Rullman

George E. Rullman - Trustee

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

I hereby certify that on this 8th day of July 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Trustee, named in the above Report of Sale, and made oath in due form of law that the matters and facts stated in the aforegoing Report are true, to the best of his knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal,



Ruby W. Chaney

Ruby W. Chaney - Notary Public

UPON THE FOREGOING Report and Affidavit, it is this 10th day of July 1946, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that the Auditor be, and she is hereby directed to state an Account of the proceedings of George E. Rullman, Trustee aforesaid, allowing him the usual commissions as set forth in the Equity Rules of this Court.

Judge

NOTICE TO CREDITORS
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
In Equity—No. 8975.

Jennie Scott, et al vs. George O. Thompson, Infant et al.

It is Ordered this 27th day of February in the year 1946, by the Circuit Court for Anne Arundel county that George E. Ballman, trustee, give notice to all persons having claims against the estate of James O. Thompson, deceased, Mary O. Thompson, deceased, or Roosevelt Thompson, deceased, to file their claims properly authenticated with the Clerk of the Circuit Court for Anne Arundel county by causing a Notice to Creditors to be published in some newspaper in Anne Arundel county once a week for four successive weeks.

WILLIAM J. McWILLIAMS,
True Copy, Test: Judge.
JOHN H. HOPKINS, 3rd,
Clerk. m-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., April 11, 1946

We hereby certify, that the annexed

Notice To Creditors

George O. Thompson

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 March, 1946. The first insertion being made the 7th day of March, 1946

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Coulson

No. MG 5766

Equity No. 6975
In the Circuit Court for
Anne Arundel County

Jennie Scott, Roland Scott, her husband, Lucile Thompson, unmarried, Josephine Thompson Tongue, and Jeanette Thompson,

vs

George O. Thomspon, infant

Wilson Thompson, infant

TRUSTEE'S REPORT OF SALE

10 July 1946 ph.

Mr. Clerk:

Please file.

George E. Rullman
TRUSTEE

Filed July 9th 1946.

GEORGE E. RULLMAN
ATTORNEY AT LAW
LEE BUILDING
ANNAPOLIS, MD.

LIBER 91 PAGE 150

In the Case of

Jennie Scott,
et al
vs.
George O. Thompson,
Wilson Thompson,
Infants

In the
Circuit Court
For
Anne Arundel County
No. 8975 Equity

To the Honorable, the Judges of said Court:

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

July 18, 1946

All of which is respectfully submitted.

Laura R. Jicklin
Auditor.

Dr. Jennie Scott, et al vs. George O. Thompson and Wilson Thompson, Infants in ac.

To Trustee for Commissions			107	50
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Jos. H. Griscom - Sheriff's costs	2	25		
Auditor - stating this account	18	00	49	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - notice to creditors	5	00		
Capital-Gazette Press - order nisi (acct.)	5	00		
National Surety Corporation -bond premium	10	00		
R. Tilghman Brice, III - guardian ad litem	4	00		
John S. Strahorn - examiner's fee	8	00		
Juliet D. Strahorn - stenographer	5	00		
Clerk of Court - certified copy of deed	1	50		
Ruby W. Chaney - notary fees	1	00	39	50
Balance for distribution to heirs at law of James O. Thompson, $2,311.50				
Distributed as follows:				
Jennie Scott,-daughter- one-third	770	50		
Less 1% direct inheritance tax	7	71	762	79
Lucille Thompson, daughter - one-third	770	50		
Less 1% direct inheritance tax	7	71	762	79
Josephine T. Tongue, widow of Roosevelt Thompson, son - one-ninth	256	83		
Less 1% direct inheritance tax	2	57	254	26
Jeanette Thompson, granddaughter - 2/27	171	22		
Less 1% direct inheritance tax	1	71	169	51
George O. Thompson, grandson - 2/27	171	22		
Less 1% direct inheritance tax	1	71	169	51
Wilson Thompson, grandson - 2/27	171	23		
Less 1% direct inheritance tax	1	71	169	52
R. Glenn Prout, Register of Wills - total direct inheritance taxes as above			23	12
			2,507	50

LEER 91 PAGE 152

with George E. Rullman, Trustee Cr.

1945				
Dec.	6	Proceeds of Sale	2,500	00
		Refund 1946 State and County taxes -		
		$15.13 adjusted	7	50
			2,507	50

ORDER NISI

LIBER 91 PAGE 153

Jennie Scott,
et al
VERSUS
George O. Thompson x
Wilson Thompson,
Infants

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 8975 Equity.

ORDERED, This 19th day of July, 19 46, 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 21" 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 21" day of August next.

John H. Hopkins, 3rd. Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 22" day of August, 19 46, 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.

Allison J. McAllister

NOTICE TO CREDITORS

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
Equity—No. 8975.

Jennie Scott, et al. vs. George O. Thompson, et al.

Notice is hereby given that all persons having claim against James O. Thompson, deceased, Mary O. Thompson, deceased, or Roosevelt Thompson, deceased, are hereby warned to file their claims, duly authenticated, in the office of the Clerk of the Circuit Court for Anne Arundel county on or before

JUNE 28, 1946;

otherwise, their claims shall be forever barred by law.

GEORGE E. BILLEMAN,
Trustee.

a-18

LIBER 91 PAGE 154

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 9, 1946

We hereby certify, that the annexed

Notice To Creditors

Jennie Scott -vs- George O. Thompson

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 28 day of June, 1946 The first insertion being made the 28th day of March, 1946

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 2702

By Mae Carlson

LIBER 91 PAGE 155

NO. 5975

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Jennie Scott et al

VS.

George O. Thompson
Wilson Thompson
Infants.

CERTIFICATE OF PUBLICATION

FILED August 20 1946

LIBER 91 PAGE 156

ORDER NISI
IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
No. 875—Equity.

Jennie Scott, et al, vs. George O. Thompson and Wilson Thompson, Infants.

Ordered, this 10th day of July, 1946, 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

21st 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 21st day of August next.

JOHN H. HOPKINS, 3rd. Clerk.

True Copy, Test:

JOHN H. HOPKINS, 3rd. Clerk.

a-8

No. MG. 6594

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 12, 1946

We hereby certify, that the annexed

Order Nisi

Jennie Scott

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 21st day of August, 1946. The first insertion being made the 25th day of July, 1946.

THE CAPITAL-GAZETTE PRESS, INC.

By Mae Carlson

LIBER 91 PAGE 157 NO. 5975 Equity

IN THE

CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

Jennie Scott et al

vs.

George O. Thompson
Wilson Thompson
Infants.

CERTIFICATE OF PUBLICATION

FILED August 20 1946

LIBER 91 FAGE 153

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, A body corporate, HENRY M. PHIPPS and BEATRICE B. PHIPPS, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
THE J. F. JOHNSON LUMBER COMPANY, a body corporate of the State of Maryland	:	NO. 9958

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, the Glen Burnie Improvement Association, Incorporated, a body corporate, Henry M. Phipps and Beatrice B. Phipps, his wife, individually and as taxpayers, and any others who may desire to intervene as parties plaintiffs, complaining, say#:

I

That your Orator, the Glen Burnie Improvement Association, Incorporated, a body corporate, supported by residents of the community of Glen Burnie, Anne Arundel County, Maryland, which said community, within a radius of three (3) miles, has a population in the excess of five thousand (5,000) inhabitants, and your Orator acting for itself in behalf of said residents, promulgates and sponsors the improvement of streets, sidwalks and other communal interests and that your Orator is the owner of lots 2, 3, 5, 6 and part of Lot Number 1 of Block 45 and all of Block Number 49 as shown on Amended Plat Number Four (4) of Glen Burnie, and said lots in part border on streets laid out on said Plat of Glen Burnie aforesaid, particularly Railroad Avenue, which said Plat is filed herewith as "Complainant's Exhibit Number One", and which said deed of acquisition is dated January 9th, 1922 and shows the acquisition of said lots from the Curtis Creek Mining, Furnace and Manufacturing Company as recorded among the Land Records of Anne Arundel County in Liber W. N. W. 50, folio 143 and is filed herewith as "Complainant's Exhibit Number Two."

II

That your Orators, Henry M. Phipps and Beatrice B. Phipps, his wife, are the owners of Lot 8 of Block 9, as shown on Amended Plat Number One of Glen Burnie, recorded in Cabinet Number One, Rod R, Plat 11 as shown by deed dated February 28th, 1942, wherein the Baltimore Company, the successor in

Filed May 17, 1950

title of all land and street-beds in the development of Glen Burnie, was the grantor and which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 254, folio 408; a certified copy of said deed is filed herewith as Complainants' Exhibit Number 3, and which said lot is duly assessed to your Orators as taxpayers and citizens of Anne Arundel County, Maryland.

III

That all the beds of streets, roads and alleys of the community of Glen Burnie, referred to on recorded plats of said community and recorded among the Plat Records of Anne Arundel County, and prayed to be taken as a part hereof as though fully incorporated herein, were conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company, the original developers, to the County Commissioners of Anne Arundel County by deed dated June 18th, 1930 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 73, folio 357, for use of the lot owners as therein set out, who purchased lots in the past and may purchase in the future in the community of Glen Burnie, and wherein the said County Commissioners of Anne Arundel County acquired and accepted title to the streets, roads and alleys by joining in said deed and since the said execution and acceptance, maintained and continues to maintain as public necessity requires, the streets so acquired, (certified copy of deed marked "Complainant's Exh.No.4)"

IV

That hundreds of lots have been sold and improved along the streets acquired by the County Commissioners of Anne Arundel County aforesaid and as set out in the recorded plats of Glen Burnie, recorded among the Plat Records of Anne Arundel County, which said plats include specifically the streets and avenues hereinafter referred to, and that your Petitioners and Orators are vitally interested in seeing that the streets deeded to the County and dedicated by plats duly recorded and the actions of the County Commissioners of Anne Arundel County, the lot owners and the public in furtherance of said dedication, remain open for use and development for the benefit of your Orators and the remaining lot owners of Glen Burnie, particularly, Railroad Avenue (sometime called Greenway Avenue), and "N" Street, which are the subject matter of complaint hereinafter stated.

2

V

That The J. F. Johnson Lumber Company, respondent herein, its agents or servants, has within the past few years by slow process, attempted to and did obstruct by placing structures, fences and piles of lumber in the beds of the following streets, which are shown on the plats and mentioned in the deeds heretofore referred to, namely:

"N" Street from Railroad Avenue (north side) to the Governor Ritchie Highway.

Railroad Avenue in a southeasterly direction to Manor Road.

Railroad Avenue (also designated as Greenway Avenue) from Drum Point Avenue to "M" Street, all without reason or right, to the special damage and detriment of your Orators and to residents and lot owners of the community of Glen Burnie as aforesaid.

VI

That although the County Commissioners of Anne Arundel County have as recently as May 5th, 1950 by their letter directed the said J. F. Johnson Lumber Company, the respondent herein, to remove the aforesaid obstructions on the aforesaid streets, the said J. F. Johnson Lumber Company has refused and continues to refuse to remove the aforesaid obstructions from the aforesaid streets.

VII

That your Orators have no adequate remedy at law and unless this Honorable Court assumes jurisdiction in the premises, your Orators will suffer irreparable injury to the use and value of their property.

TO THE END, THEREFORE:

(a) That the Respondent, The J. F. Johnson Lumber Company, its agents or servants or anyone claiming by or through them, be compelled to remove the structures and obstructions erected on Railroad Avenue, north, (Greenway Avenue), and "N" Street, which it has erected thereon.

(b) 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 J. F. Johnson Lumber Company at Glen Burnie, Anne Arundel County, Maryland, commanding it to be and appear in this Court on some certain day to be named therein, and to answer the premises and to abide by and perform such decree as may be passed therein.

AND, AS IN DUTY BOUND, ETC.

Glen Burnie Improvement Association, Incorporated
By Adolph J Nethken Vice Pres.

Henry M. Phipps

Beatrice B Phipps

Plaintiffs

Solicitor for Plaintiffs
Towns-worth Building
South Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17th day of May, 1950, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Henry M. Phipps, one of the Plaintiffs named in the aforegoing Bill of Complaint and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge, information and belief.

As Witness my hand and Seal Notarial.

Alice L. Wood, Notary Public

4

LIBER 51 PAGE 182

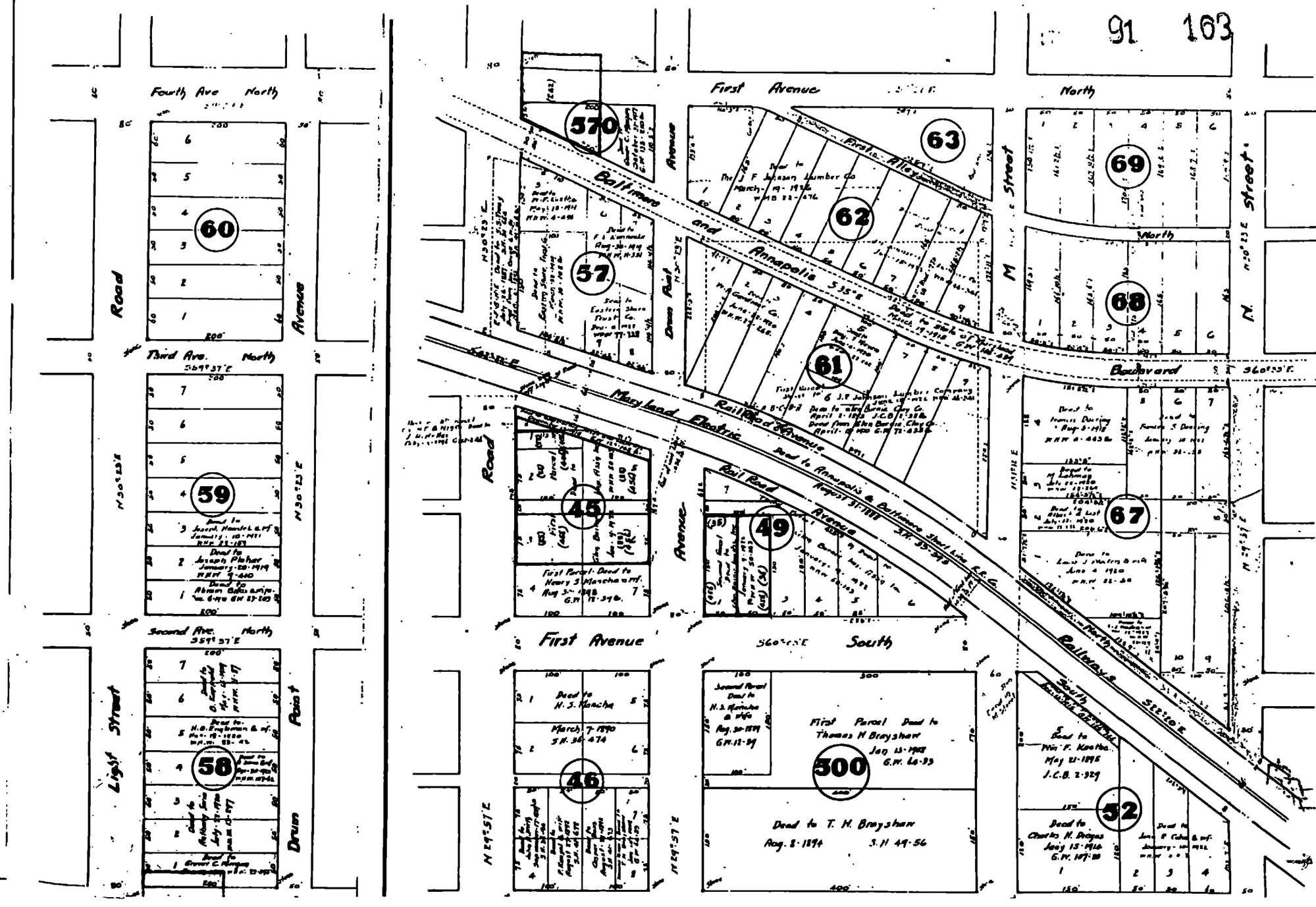
ORDER OF COURT

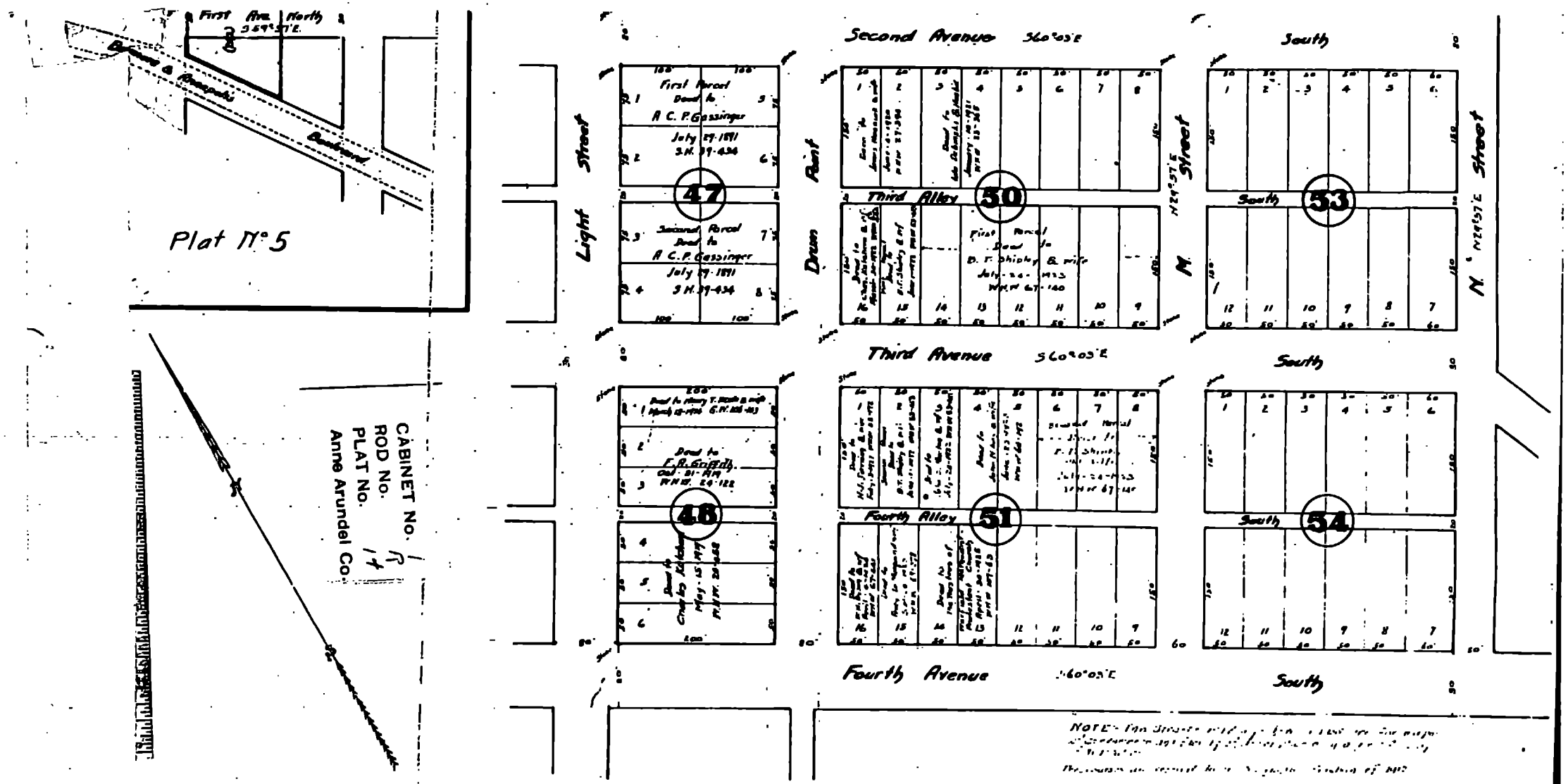
Filed. May 19 "1950

Upon the aforegoing Bill of Complaint and Exhibits, it is this 19th day of May, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Defendant, The J. F. Johnson Lumber Company, a body corporate, show cause, on or before the 5th day of June, 1950, why it should not be compelled to remove structures, fences or other obstructures from Railroad Avenue, north, Greenway Avenue and "N" Street as mentioned in this Bill of Complaint, provided a copy of this Order be served on The J. F. Johnson Lumber Company, a body corporate on or before the 29th day of May, 1950.

Benjamin Michaelson
Judge

5


Fourth Ave North
Third Ave. North
Second Ave. North
Light Street
Road
Avenue
Drum Point
First Avenue
North
South
Baltimore and Annapolis
Maryland Electric Railroad Avenue
Rail Road Avenue
Railways
Boulevard
Street
60
59
58
570
57
63
62
61
69
68
67
45
49
46
500
52
First Parcel Dead to Thomas H Brayshaw
Dead to T. H. Brayshaw
Aug. 8-1894
S.H. 49-56



Conveyances Entered on Plat merely by Number.

No. 38. Lot 1 - Block 49 - Deed to Jas H. & Frank S. Snyder July - 1 - 1889 Liber SH No 35 folio 281 &c

No. 36 Lot 2 - Block 49 - Deed to Eva Gasser & Anna J. Snyder July 31 1889 Liber SH. No 35 folio 283 &c

No. 25 Lots 1 2-3-5-6 Block 48 Deed to Jacob Heller, 8th Parcel, February - 8 1896 Liber G.W. No 1. folio 246 &c

No. 242 Parts of Block 57a and Lot 1 - Block 58 Deed from Benj. Barzone Trustee in Bankruptcy of Nathan, Plat 1 in March - 31 - 1915 G.W. No 117 folio 183 &c

No. 456 Part of Lot 1 and Lots 2-3 386 Block 45 and Lots 1-2 Block 49 Deed from Glen Burnie Imp Ass Inc January - 9 - 1922 WHW No 60 folio 136 &c

Plat of Property of
Curtis Creek Mining, Furnace and Mfg. Company

Amended Plats of
GLEN BURNIE
Plat No 4

Recorded among the Land Records of Anne Arundel Co. in Plat Book Liber F.S.R. No 1 - folio 58

Scale: 80 Feet to one inch

[illegible]

Revised to August 1 - 1925
Revised to August 31 1926
Filed January 10 - 1927
Note

The Title to the beds of all streets and alleys is retained in the Curtis Creek Mining, Furnace and Manufacturing Co. except where the description in the conveyance covers the entire bed of the street or alley or any portion thereof. Then merely the portion contained in the description is intended to be conveyed.

91 164

14

(Int. Rev. 50¢ stamp)

THIS DEED made this 9th day of January, 1922, by and between the Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate of the State of Maryland, party of the first part and the Glen Burnie Improvement Association, Incorporated, a body corporate of said State of the second part.

WITNESSETH THAT WHEREAS the party hereto of the first part originally owned a tract of land in the Fifth Election District of Anne Arundel County bounded by Fourth Avenue North, D Street, the Marley Bridge Road, Dunkins Chance, Ranson Road and O. Street, which the said Company has sub-divided into lots and called by the name of Glen Burnie.

AND WHEREAS from time to time it has conveyed away to purchasers certain portions of said tract of land, but still retains possession of the bulk of said property.

AND WHEREAS the party hereto of the second part was incorporated for the purpose of promoting and furthering the moral and social wellfare of its members, particularly in its application to the general improvement of the town of Glen Burnie Maryland, and adjacent terittory, and in furtherance of said purpose and objects of acquiring and holding for the use of the Association such property as might be deemed necessary and of disposing thereof, and of holding annual or other carnivals, fairs, and entertainments and for other similar purposes.

AND WHEREAS it is the desire of the parties hereto to set apart the land hereinafter described as a public park and playground for the use and benefit of those owning real and leasehold property within the area of Glen Burnie, as above recited.

NOW THEREFORE IN CONSIDERATION OF THE AGREEMENT OF THE SAID party of the second partto hold the land hereby conveyed as a public park and playground for the use and benefit of the owerns of real and leasehold property within the limits of Glen Burnie, as above recited and in further consideration of the sum of Five Dollars

Complainants Ex No. 2

($5.00) in hand paid by the party hereto of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party hereto of the first part doth hereby grant and convey unto the said party hereto of the second part, its uccessors and assigns, forever.

ALL those several pieces or parcels of ground situate, lying and being in Glen Burnie, in the Fifth Election District of Anne Arundel County, in the State aforesaid, known as Lots numbers Two (2), Three (3), Five (5), Six (6) and part of lot Number One (1), of Block Number Forty-five (45), and all of Block Number Forty nine (49) as laid out on Amended Plat Number Four (4), of Glen Burnie in the possession of the Curtis Creek Mining, Furnace and Manufacturing Company, and intended to be recorded among the Land Records of Anne Arundel County, which said pieces or parcels of ground are more particularly described as follows:-

BEGINNING for the first parcel thereof, comprising Lots Numbers Two (2), Three (3), Five (5) Six (6) and part of Lot Number One (1) in Block Number Forty-five (45) at a point on the southeast side of Light Street Road at the end of the third line of the first parcel of land described in a deed from the party hereto of the first part, to Henry S. Mancha and wife, dated the 30th day of August, 1889, and recorded among the Land Records of Anne Arundel Countyin Liber G. W. No. 12, folio 39etc, which point of beginning is at the distance of seventy five feet Northeastwardly (75 ft.NEwardly) from a stone planted at the intersection of the south east side of the Light Street Road with the north east side of First Avenue south, and running thence along the south east side of Light Street Road Northeasterly one hundred and ninety five feet (NErly 195 ft) thence at right angles to Light Street Road southeasterly one hundred and thirteen feet three inches (SErly 113 ft 3 in) to intersect the South west side of Railroad Avenue, south, thence along the South west side of Railroad Avenue, South southeasterly ninety-one feet, one inch (SErly 91 ft. 1 in.) to the north west side of Drum Point Avenue thence along the north west side of Drum Point Avenue

8

southwesterly one hundred and sixty seven feet four inches (SWrly 167 ft, 4 in) to the beginning of said line of the first parcel of land described in the Deed to Henry S. Mancha and wife as above recitedm and thence with said third line Northwesterly two hundred feet (NWrly 200 ft) to the place of beginning.

BEING the lots of ground firstly and fourthly described in a deed from the party hereto of the second part to the party hereto of the first part bearing even date herewith and intended to be recorded prior hereto.

BEGINNING for the second of said parcels, comprising lots Numbers One and Two (1 & 2) of Block Number Forty Nine (49) at a stone planted at the intersection of the south east side of Drum Point Avenue with the north east side of First Avenue South, and running thence along the North east side of First Avenue South Southeasterly one hundred feet; thence parallel to Drum Point Avenue Northeasterly one hundred and fifty feet (NErly 150 ft) thence parallel to First Avenue South, northwesterly one hundred feet (NWrly 100 ft) to the South east side of Drum Point Avenue; and thence along the south east side of Drum Point Avenue southwesterly one hundred and fifty feet (NWrly 150ft) to the place of beginning.

BEING the lots secondly and thirdly described in the Deed from the party hereto of the second part to the party hereto of the first part, bearing even date herewith hereinbefore referred to.

BEGINNING for the third of said parcels, comprising Lots Numbers Three (3), Four (4), Five (5), Six (6) and Seven (7), and the bed of the twenty foot (20ft) alley, hereinafter referred to, of Block Number Forty nine (49) at the corner formed by the intersection of the South east side of Drum Point Avenue with the south west side of Railroad Avenue South, as laid out twenty feet (20 ft.) wide along the South west line of the right of way of the Annapolis and Baltimore Short Line Railroad, said south west side of Railroad Avenue South being fifty three feet southwesterly (53 ft SWrly) measured on a radical line from the centre of said Annapolis and

9

running thence binding on the south east side of Drum Point Avenue Southwesterly sixty eight feet (68ft) more or less, to the end of the third line of the parcel of land secondly above described, said point being distant one hundred and fifty feet northeasterly (150 ft NErly) from the corner formed by the intersection of the south east side of Drum Point Avenue with the North east side of First Avenue South, thence binding reversely on the third line of said parcel of land southeasterly one hundred feet (Serly 100 ft) to the end of the second line thereof, thence binding reversely on the second line of said parcel of land Southwesterly one hundred and fifty feet (SWrly 150 ft) to the North east side of First Avenue South, at a point distant one hundred feet southeasterly (100 ft SErly) from the corner formed by the intersection of the South East side of Drum Point Avenue with the north east side of First Avenue South; thence binding on the northeast side of First Avenue South. southeasterly two hundred and eighty five feet (Serly 285 ft) more or less, to the southwest side of Railroad Avenue South laid out as hereinbefore mentioned; and thence binding on the south west side of Railroad Avenue South, by a line curving towards the west with a radius of thirteen hundred and seventy nine and seven tenths feet (1379.7 ft) Northwesterly four hundred and twenty five feet, (NWrly 425 ft) more or less to the place of beginning.

BEING part of the same land, which was conveyed to the said Curtis Creek Mining, Furnace and Manufacturing Company by William W. Glenn, Trustee and Charles H. Pitts, by deed bearing date the 22nd day of September 1858, and recorded among the Land Records aforesaid in Liber N.H.G. No. 7, folio 342 Etc.

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

TO HAVE AND TO HOLD the said pieces or parcels of land so as aforesaid described with the appurtenances unto the said Glen Burnie

10

Improvement Association, Incorporated, and its successors forever, as and for a public park and playground for the use and benefit of the owners of real and leasehold property within the limits of Glen Burnie, as hereinbefore recited and for no other purpose whatsoever.

PROVIDED always that the tract of land and premises hereby conveyed shall never be sold or aliened by the said Glen Burnie Improvement Association, Incorporated, or its successors, but that they shall forever faithfully preserve the same as a public park and playground for the use and benefit of the real and leasehold owners of the land contained within the limits of Glen Burnie, as above recited; it being understood and agreed that the said Glen Burnie Improvement Association, Incorporated, shall have the right as a part of its use of said property as a public park and play ground to erect upon the lots, designated as Lots Numbers Three (3) and Two (2) of Block Number Forty five (45) a community hall to be used for the purposes contemplated by the Certificate of Incorporation of said Glen Burnie Improvement Association, Incorporated.

AND PROVIDED that, upon the failure or discontinuance of the said Glen Burnie Improvement Association, Incorporated, or its successors to maintain the hereby conveyed property for the purposes of a public park and playground for the use and benefit of the owners of the real and leasehold property within the limits of Glen Burnie as herein before specified, it shall and may be lawful to and for the said Curtis Creek Mining, Furnace and Manufacturing Company its successors and assigns into the premises hereby conveyed or into any part thereof in the name of the whole, to re-enter and the same to have again, possess, occupy and enjoy as in its former estate and then and in such case this deed and every clause, matter and thing therein contained shall from thence forth be utterly void and of non-effect in law and equity.

AND the party hereto of the second part, for itself and its

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successors hereby covenants with the party hereto of the first part its succesaors and assigns, that it will do nothing to obstruct the bed of Drum Point Avenue, as laid out on said plat Fifty Feet (50 Ft) wide, between the parcels of land hereinbefore firstly and secondly described and the parcel of land hereinbefore thirdly described, which said Drum Point Avenue is forever to be kept open as a public highway.

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

AND the said party hereto of the first part doth hereby constitute and appoint George G. Carey of Baltimore City, in the State aforesaid, 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 to take such acknowledgments to the intent that the same may be duly recorded.

AND the said party hereto of the second part doth hereby constitute and Appoint Bruner R. Anderson of Baltimore City, in the State aforesaid, 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 to take such acknowledgment to the intent that the same may be duly recorded.

IN WITNESS WHEREOF the said Curtis Creek Mining, Furnace and Manufacturing Company has caused these presents to be signed by John M. Glenn, its President and its corporate seal to be hereto affixed and attested by its Secretary: Treasurer.

AND the said Glen Burnie Improvement Association, Incorporated has caused these presents to be signed by Philip Morgan its President, and its corporated Seal to be hereto affixed and attested by its Secretary.

Test:- CURTIS CREEK MINING, FURNACE AND

Alex Kinniard MANUFACTURING COMPANY

(CORPORATE SEAL) By John M. Glenn

12

Attest:- President.

John Glenn, Jr..

Secretary-Treasurer.

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED.

Attest:

Albert Clauss, Sec.

SECRETARY.

By-Philip Morgan

President.

(Corporate Seal)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 9th day of January, in the year Nineteen hundred and Twenty-two. before me the subscriber a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared George G. Carey, the Attorney named in the aforegoing Deed, and by virtue and in Pursuance of the authority therein conferred upon him, acknowledged the said Deed to be the act of the Curtis Creek Mining, Furnace and Manufacturing Company.

AND at the same time and place before me also appeared Bruner R. Anderson the Attorney named in the aforegoing Deed, and by virtue and inp pursuance of the authority therein conferred upon him acknowledged the said Deed to be the act of the Glen Burnie Improvement Association, Incorporated.

WITNESS MY HAND AND NOTARIAL SEAL.

(Notary Seal) Alex Kinniard

Notary Public.

Recorded 10 January 9 A.M. 1922-

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify, that the aforegoing DEED was truly taken and copied from Liber W.N.W. No. 50, folio 143 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 8th day of May, A. D., 1950.

John F. Parkinson 3rd Clerk.

(7)

13

(INT.REV.STAMPS $4.40)(MD. STATE STAMPS $3.50)

THIS DEED, Made this 28th day of February in the year one thousand nine hundred and forty-two, by and between The Baltimore Company, a body corporate, of the State of Delaware, of the first part, and Henry M. Phipps and Beatrice B. Phipps, his wife, of Anne Arundel County, State of Maryland, of the second part.

WITNESSETH, that in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said party of the first part doth grant and convey unto the said parties of the second part, as tenants by the entireties, the survivor of them, their assigns and the heirs and assigns of the survivor, in fee simple, all that lot of ground, situate, lying and being in Anne Arundel County, State of Maryland, aforesaid, and described as follows, that is to say:-

BEGINNING for the same at an iron pipe set at the southeast corner of Railroad Avenue, and Maple Avenue; thence with the south side of Maple Avenue north 62 degrees 34 minutes east 150 feet to an iron pipe set at the southwest corner of Maple Avenue and 2nd Alley north; thence with the west side of 2nd Alley north, South 27 degrees 26 minutes east 50 feet to an iron pipe; thence at right angles and with the division line between Lots 7 & 8, Block 9, as shown on Amended Plat #1 of Glen Burnie south 62 degrees 34 minutes west 150 feet to an iron pipe set on the east side of Railroad Avenue; thence with the east side of Railroad Avenue north 27 degrees 26 minutes west 50 feet to the place of beginning.

Being Lot #8 of Block 9 as shown on Amended Plat #1 of Glen Burnie, recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod R, Plat 11.

BEING - part of the property described in a deed dated February 1, 1928 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 25, folio 149 from Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate, to the grantors herein.

TOGETHER with the buildings and improvements thereupon erected,

Complainants Ex. No. 3

14

made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or otherwise appertaining.

TO HAVE AND TO HOLD the said lot of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the parties of the second part, as tenants by the entireties, the survivor of them, their assigns and the heirs and assigns of the survivor, in fee simple.

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

AS WITNESS, the corporate seal of The Baltimore Company, a body corporate, and the signature of William E. Furgeson, the President thereof.

THE BALTIMORE COMPANY,
A BODY CORPORATE
BY: WILLIAM E. FERGUSON, (SEAL)
PRESIDENT.

TEST:
JULIUS MINTZ
Secty.

(CORPORATE SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 28th day of February in the year one thousand nine hundred and forty-two, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared William E. Ferguson, President of The Baltimore Company, a body corporate, the above named grantor, and he acknowledged the foregoing Deed to be the act of said body corporate.

AS WITNESS my hand and Notarial Seal.

15

JEAN FURGESON,

NOTARY PUBLIC

(NOTARIAL SEAL)

Recorded- March-3-1942-2:30-P.M.,

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing DEED is truly taken and copied from Liber J.H.H. No. 254, folio 408; 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 9th day of May, A. D., 1950.

John A. Hopkins 3rd
CLERK.

LIBER 91 PAGE 175

THIS INDENTURE made this 18th day of June, 1930 by and between the Curtis Creek Mining, Furnace and Manufacturing Company, a body corporate of the State of Maryland, party of the first part and the County Commissioners of Anne Arundel County a body corporate of said State, party of the second part.

Witnesseth, that in consideration of the sum of Five Dollars, ($5.00) and other good and valuable considerations it thereunto moving, the said Curtis Creek Mining Furnace and Manufacturing Company doth hereby grant and convey unto the said The County Commissioners of Anne Arundel County, its successors and assigns, all the beds of the streets, roads and alleys not heretofore specifically conveyed by the Grantors, lying within the outlines of the tracts of land conveyed to said Grantors by William W. Glenn, Trustee and Charles H. Pitts, by Deed bearing date the 22nd day of September, 1858, and recorded among the Land Records of Anne Arundel County in Liber N.H.G. No. 47, folio 42, etc., as laid out on the Plats of said property heretofore filed by the said Grantor among said Land Records of Anne Arundel County and recorded in Plat Book Liber F.S.R., No. 1, folios 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64 and 65.

Together with all and every the rights, easements, privileges, appurtenances and advantages to the same belonging or in any wise appertaining.

To Have and To Hold the same, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said The County Commissioners of Anne Arundel County, its successors and assigns in fee simple, for the use as public streets, roads and alleys, subject, however, to such easements as may have been acquired therein, or thereover by previous vendees and grantees of the Curtis Creek Mining, Furnace and Manufacturing Company, the said Grantor, by virtue of the contracts with them or the deeds to them heretofore executed, and delivered, or which by virtue of

Complainants Ex. No. 4

17

the plats so filed may inure to the benefit of the property of the said Grantor not heretofore conveyed.

Provided always that the beds of the streets, roads and alleys hereby conveyed shall never be sold or aliened by the said The County Commissioners of Anne Arundel County, or its successors ,but that they shall forever faithfully preserve the same as public streets, roads and alleys for the use and benefit of the said Curtis Creek Mining, Furnace, and Manufacturing Company and those to whom it has heretofore conveyed or may hereafter convey the property laid out upon the plats hereinbefore referred to.

AND, PROVIDED, that upon the failure or discontinuance of the said the County Commissioners of Anne Arundel County. or its successors, to maintain the hereby conveyed property for the purpose of public streets, roads and alleys, for the use and benefit of the said Grantor and its Grantees, as hereinbefore provided, it shall and may be lawful to and for the said Curtis Creek Mining and Manufacturing Company, its successors and assigns, into the premises hereby conveyed or into any part thereof in the name of the whole, to re-enter and the same to have again possess, occupy and enjoy as in its former estate, and then and in such case this Indenture and every clause, matter and thing therein contained shall from thenceforth be utterly void and of non-effect in law and equity.

And the said party hereto of the first part covenant that it will warrant specially the property hereby conveyed and will execute such further assurances thereof as may be necessary.

And the said Curtis Creek Mining. Furance and Manufacturing Company doth hereby constitute and appoint George G. Carey of Baltimore City, in the State aforesaid, to be its attorney for it and in its name, and as and for its corporate act and deed to acknowledge this Indenture before any person having authority to take such acknowledgment to the entent that the same may be duly recorded.

AND the said County Commissioners of Anne Arundel County doth

18

hereby constitute and appoint Robert E. Kindred of Baltimore City, in the State aforesaid, to be its attorney fpr it and in its name and as and for its corporate act and deed to acknowledge this Indenture before any person having authority to take such acknowledgments to the intent that the same may be duly recorded.

In Witness Whereof the said Curtis Creek Mining, Furance and Manufacturing Company has caused the presents to be signed by John Glenn, its President, and its corporate seal to be hereto affixed and attested by its Secretary Treasurer.

And the said The County Commissioners of Anne Arundel County has caused these presents to be signed by its President and its Corporate Seal to be hereto affixed and attested by its Secretary.

Test: Curtis Creek Mining,Furnace and
Homer M. Respress Manufacturing Company
Attest: John Glenn. Jr., By John M. Glenn,
Test: President.
Homer M. Respress (Corporate Seal)
Attest: The County Commissioners of Anne
R. Harry Arnold Arundel County
Secretary By Elmer E. Parkinson,
(Corporate Seal) President.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I Hereby Certify, that on this 18th day of June in the year nineteen hundred and thirty, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid personally appeared George G. Carey named as Attorney in the aforegoing Indenture, and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said Indenture to be the Act of the Curtis Creek Mining,,Furnace and Manufacturing Company .

And at the same time and place before me also appeared Robert E. Kindred named as Attorney in the aforegoing Indenture, and by virtue and in pursuance of the authority therein conferred

19

upon him acknowledged the said Indenture to be the Act of the County Commissioners of Anne Arundel County.

Witness my hand and Notarial Seal.

Homer M. Respress,

(Notarial Seal) Notary Public.

Recorded 1 July, 1930, at 12, M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed was duly taken and copied from Liber F.S.R. No. 73, folio 357, 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 8th day of May, A. D., 1950.

John H. Hopkins Jr.

Clerk.

20

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate, HENRY M. PHIPPS and BEATRICE B. PHIPPS, his wife	:	No. 9958 Equity
	:	IN THE
	:	CIRCUIT COURT
	:	
vs.	:	FOR
	:	
THE J.F.JOHNSON LUMBER COMPANY, a body corporate of the State of Maryland	:	ANNE ARUNDEL COUNTY

Petition filed May 31 1950

PETITION TO EXTEND TIME TO SHOW CAUSE.

To The Honorable, the Judges of said Court:

The petition of The J.F. Johnson Lumber Company respectfully shows:

1. That it will require considerable time to assemble the information, plats, and deeds necessary for the defense in this case.

2. That it is impossible for the defendant to obtain this information within the time allotted by the show cause order.

3. That the Bill shows on its face there is no particular reason why it should be answered in so short a period.

Wherefore, your petitioner prays that the time for showing cause be extended at least thirty days.

And as in duty bound etc.,

Marvin L. Anderson
Attorney for Defendant

21

LIBER 91 PAGE 180

Filed May 31 1950

ORDER OF COURT

Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 31st day of ~~June~~ May, in the year 1950, that the time for showing cause and filing answer in this case be and the same is hereby extended until the 1st day of July, 1950.

Benjamin Richardson
Judge

I hereby certify that a copy of the above petition and order was mailed to Louis N. Strauss, Towns-Worth Building, Annapolis, Maryland, Attorney for Plaintiff this 31st day of ~~June~~ May, 1950.

Maurice A. Anderson
Attorney for Defendants

22

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate, et al.	*	NO. 9958 EQUITY
	*	IN
vs.	*	THE CIRCUIT COURT
	*	FOR
THE J. F. JOHNSON LUMBER COMPANY, a body corporate	*	ANNE ARUNDEL COUNTY

* * * * * * * * *

DEMURRER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The demurrer of The J. F. Johnson Lumber Company, a body corporate, respondent in the above entitled cause, respectfully shows:

That your respondent demurs to the bill of complaint heretofore filed in these proceedings, and to each paragraph thereof and for cause says:

1. That this Court is without jurisdiction in the premises.

2. That the Bill of Complaint has not set forth a good cause for equitable relief against your respondent.

3. That the complainants have an adequate remedy at law.

4. That the said bill of complaint does not set forth facts sufficient to establish a case of irreparable injury.

5. That the bill of complaint is not certain and definite in its allegations.

6. That the bill of complaint does not show that the complainants have any interest in the subject matter of the bill, or any property rights or public duty in respect to the alleged roads or streets.

7. That the complainants have not alleged that they have suffered or will suffer any special and particular damage different in kind and degree from that experienced in common with that of other citizens.

And for other good and sufficient reasons to be set forth at the hearing.

Filed June 19, 1950

H. Melvin Bull

THE J. F. JOHNSON LUMBER COMPANY,
a body corporate,

By Harold E. Slawter
VICE President

Marvin I. Anderson, Solicitors for Respondent

23

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of June, 1950, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Harold E. Slanker, Vice, president of The J. F. Johnson Lumber Company, a body corporate, and made oath in due form of law that the said demurrer is not filed for the purpose of delay.

WITNESS my hand and seal Notarial.

H. Slanker Dunn
Notary Public

I hereby certify that on this nineteenth day of June, 1950, I mailed a copy of the aforegoing demurrer to Louis M. Strauss, Esquire, Townsworth Building, Annapolis, Maryland, attorney for complainants.

Melvin T. Anderson
Solicitor for Respondent

24

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate, et al.	:	NO. 9958 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
THE J. F. JOHNSON LUMBER COMPANY, a body corporate	:	ANNE ARUNDEL COUNTY

:::::::

Filed Aug. 11 "1950

PETITION OF COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY TO INTERVENE and ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of the County Commissioners of Anne Arundel County by Albert J. Goodman, its attorney, respectfully shows unto Your Honors:

FIRST: That it is a municipal corporation of the State of Maryland and, as such, has charge of and control over all property owned by the county, including its public roads.

SECOND: That the above-entitled action was instituted by the complainants named therein in their own behalf and on behalf of any others who desire to intervene as complainants.

THIRD: That an examination of the bill of complaint filed herein will disclose that title to certain public roads owned by this petitioner is the subject of the controversy; and your petitioner avers that it is of utmost importance that it be represented in this action and that it have an opportunity to be heard; that any determination herein would affect your petitioner and all of the residents and taxpayers of the county.

WHEREFORE, your petitioner prays that it be permitted to intervene as a party complainant in said action; that it be allowed to adopt the original bill of complaint filed herein as its bill of complaint; and that the respondent be required to answer the same within the time prescribed by this Court.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
12 Church Circle
Annapolis, Maryland
Solicitor for Petitioner

25

ORDER OF COURT

UPON the aforegoing petition, it is this 11th day of August, 1950, by the Circuit Court for Anne Arundel County in Equity ordered that the County Commissioners of Anne Arundel County be granted leave to intervene as a party complainant in this cause, and that the original bill of complaint filed herein be adopted as its bill of complaint, and that the respondent answer the same within 15 days of the service of a copy of this petition and order upon it or its solicitor of record, unless cause to the contrary be shown within 10 days of such service.

Benjamin Warburton
Judge

I hereby certify that I served a copy of the above petition and order of court on Marvin I. Anderson, of counsel for the respondent, this 12th day of August, 1950.

Albert J. Stockman
Solicitor for Petitioner

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate, et al.	*	NO. 9958 EQUITY
	*	IN
versus	*	THE CIRCUIT COURT
	*	FOR
THE J. F. JOHNSON LUMBER COMPANY, a body corporate	*	ANNE ARUNDEL COUNTY
	*	

* * * * * * * * * *

DEMURRER TO BILL OF COMPLAINT OF THE COUNTY COMMISSIONERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The demurrer of The J. F. Johnson Lumber Company, a body corporate, respondent in the above entitled cause, respectfully shows:

That your respondent demurs to the adopted bill of complaint of the County Commissioners of Anne Arundel County, and to each paragraph thereof, and for cause says:

1. That the bill of complaint has not set forth a good cause for equitable relief against your respondent.

2. That the said bill of complaint is not certain and definite in its allegations.

3. That the bill of complaint does not show that the County Commissioners have any interest in the subject matter of the bill or any property rights or public duty in respect to the alleged roads or streets.

And for other good and sufficient reasons to be set forth at the hearing.

Filed 21 Aug., 1950.

H. Melvin Bull
Secretary

THE J. F. JOHNSON LUMBER COMPANY,
a body corporate,

by Wilmer M. Johnson
Vice President
Wilmer M. Johnson

Marvin I. Anderson
Solicitors for Respondent

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 18th day of August, 1950, before me, the subscriber, a Notary Public of the State of

27

Maryland, in and for the City aforesaid, personally appeared Wilmer M. Johnson, Vice-president of The J. F. Johnson Lumber Company, a body corporate, and made oath in due form of law that the said demurrer is not filed for the purpose of delay.

AS WITNESS my hand and seal notarial.

Dorothy V. Burch

Dorothy V. Burch, Notary Public

I HEREBY CERTIFY that on this 21st day of August, 1950, I mailed a copy of the aforegoing demurrer to Albert J. Goodman, Esquire, Church Circle, Annapolis, Maryland, attorney for the County Commissioners of Anne Arundel County.

Solicitor for Respondent

28

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate, HENRY M. PHIPPS and BEATRICE B. PHIPPS, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
v.	*	
THE J. F. JOHNSON LUMBER CO.	*	IN EQUITY NO. 9958

Filed 3 Mar., 1951.

O R D E R

This cause coming on for hearing and the papers having been considered and arguments of counsel having been heard this 3rd day of March, 1951, it is hereby ORDERED by the CIRCUIT COURT FOR ANNE ARUNDEL COUNTY that the demurrers filed by the defendant as to the Glen Burnie Improvement Accociation and Henry M. Phipps et al, and as to the County Commissioners of Anne Arundel County, Plaintiffs, be and are hereby sustained with leave to the said plaintiffs to file amended Bills of Complaint within fifteen days from the date of this order.

Benjamin Michaelson
Judge

29

Liber 91 page 188

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate	:	NO. 9958 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
THE J. F. JOHNSON LUMBER COMPANY a body corporate of the State of Maryland	:	FOR ANNE ARUNDEL COUNTY

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

PETITION TO INTERVENE

The Petition of Franklin E. Maddox and Emily S - Maddox, his wife, respectfully represent that they have an owners' interest in a lot of ground facing and abutting some of the streets and right of ways mentioned in these proceedings and as such are vitally interested in the subject matter of this suit and the prayer for relief therein.

WHEREFORE, they pray leave of this Honorable Court to intervene as party complainants.

AND, AS IN DUTY BOUND, ETC.

Louis M Strauss
Solicitor For Complainants.

Franklin E Maddox

Emily S. Maddox

Filed 14 Mar., 1951.

ORDER OF COURT

ORDERED, this 14th day of March, 1951, by the Circuit Court for Anne Arundel County in Equity, that leave be and is hereby granted to and unto Franklin E. Maddox and Emily S Maddox, his wife, to intervene as party complainants in these proceedings and that they give notice to all parties to this suit according to the rules of this Court.

Benjamin Michaelson
Judge

Filed 14 Mar., 1951.

30

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate	:	NO. 9958 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
THE J. F. JOHNSON LUMBER COMPANY a body corporate of the State of Maryland	:	ANNE ARUNDEL COUNTY
	:	

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PETITON TO WITHDRAW EXHIBITS AND REFILE SAME FOR USE OF COMPLAINANT AND INTERVENING COMPLAINANTS.

Petition of Franklin E. Maddox and Emily S. Maddox, his wife, intervening complainants, respectfully pray leave of this Honorable Court to withdraw Complainant's exhibits Nos. 1, 2, 3, and 4, as filed in these proceedings and refile them for use of your petitioners and all intervening parties to this cause in order that they may be referred to by reference in all subsequent pleadings to avoid a bulky record and repetitious filing.

AND, AS IN DUTY BOUND, ETC.

Louis M. Strand
Solicitor. for petitioners

Joseph H. Scholz

Filed 15 Mar., 1951.

ORDER OF COURT

ORDERED, this 15th day of March, 1951, by the Circuit Court for Anne Arundel County in Equity, that leave be and is hereby granted to Franklin E. Maddox and Emily S. Maddox, his wife, and all parties to these proceedings to refile Exhibits Nos. 1, 2, 3 and 4 as filed with the original Bill of Complaint in these proceedings and to make reference thereto in their pleadings as exhibits in this cause.

Benjamin Michaelson
Judge.

Filed 15 Mar., 1951.

31

LIBER 91 PAGE 190

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, A body corporate	:	NO. 9958 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
THE J. F. JOHNSON LUMBER COMPANY a body corporate, of the State of Maryland	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

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PETITION FOR EXTENTION OF TIME TO FILE AMENDED BILLS OF COMPLAINT AND COURT ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Petitioners, the Glen Burnie Improvement Association, Incorporated, Henry M. Phipps and Beatrice B. Phipps, his wife, Franklin E. Maddox and Emily S. Maddox, his wife, for themselves and all party complainants, respectfully pray this Court to extend the time for filing amended Bills of Complaint and for cause respectfully represent:

1. That your Petitioners were allowed fifteen (15) days from March 3rd, 1951 to file Amended Bills of Complaint.

2. That since the passing of said Order the County Commissioners for Anne Arundel County have appointed special and new counsel to appear for them, namely, George Sachse, Esquire, Glen Burnie, Maryland.

3. And further, Franklin E. Maddox and Emily S. Maddox, his wife, have within the past week, intervened in these proceedings under Order of this Honorable Court and that because of their rights and exhibits necessary to be obtained in their behalf, your Petitioners are unable to have their Bills of Complaint and Exhibits prepared and filed by March 18th, next as provided by the Order of this Honorable Court.

WHEREFORE, your Petitioners pray this Court to extend the time for filing Amended Bills of Complaint to fifteen (15) days from March 18th, 1951.

AND, AS IN DUTY BOUND, ETC.

Louis M Strauss

Solicitor for Petitioners
Louis M. Strauss
Towns-worth Building
South Street
Annapolis, Maryland

Filed 16 Mar., 1951.

Copy mailed to:
Melvin Bull, Esq.
2 E Lexington St
Baltimore, Maryland

32

Liber 91 Folio 191

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate

vs.

THE J. F. JOHNSON LUMBER COMPANY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 9958 EQUITY

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

ORDER OF COURT

On the aforegoing Petition, it is this 16th day of March, 1951, by the Circuit Court for Anne Arundel County in Equity, ORDERED that the time for filing the Amended Bills of Complaint in these proceedings be extended to fifteen (15) days from March 18th, 1951 and that copies of this Order and all pleadings be served on the Respondent according to the rules of this Court and according to law.

Benjamin Michaelson
Judge

Filed 16 March, 1951.

33

LIBER 91 PAGE 192

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, A body corporate, Franklin E. Maddox and Emily Spear Maddox, his wife	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	IN EQUITY
THE J. F. JOHNSON LUMBER COMPANY, a body corporate of the State of Maryland	:	NO. 9958

::::::::::

BILL OF COMPLAINT OF INTERVENING COMPLAINANTS
FRANKLIN E. MADDOX AND EMILY SPEAR MADDOX, HIS WIFE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, Franklin E. Maddox and Emily Spear Maddox, his wife, individually and as taxpayers, and any others who may desire to intervene as parties plaintiffs, complaining, says:

I

That your Orators, are residents of the community of Glen Burnie, Anne Arundel County, Maryland, and are co-owners of a part of Lot 4, Block 67, and parts of Lots 5, 6 and 7 in Block 67, all contiguous lots abutting Lot #7, which feces on N Street; one of the streets, the subject matter of this complaint and which said lots are improved by a large Filling Station and an Automobile Sales and Services lot facing and utilizing the Baltimore and Annapolis Boulevard and N Street, as shown on a Plat filed with these proceedings as a Plat of Glen Burnie and designated as "Complainant's Exhibit Number One," and is intended to be filed herewith as "Your Orator's Exhibit Number One," under leave granted by this Court, which said lots were acquired by Your Orators by a deed dated July 24th, 1940, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 219, folio 446 as exemplified by a certified copy of said deed, filed herewith as "Complainant's Exhibit Number One-A."

II

That all the beds of streets, roads and alleys of the community of Glen Burnie, referred to on recorded plats of said community and recorded among the Plat Records of Anne Arundel County, and prayed to be taken as a part hereof as though fully incorporated herein, were conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company, the original developers, to the County Commissioners of Anne Arundel County by deed dated June 18th, 1930 and

Filed 27 Mar 1951

34

and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 73, folio 357, for use of the lot owners as therein set out, who purchased lots in the past and may purchase in the future in the community of Glen Burnie, and wherein the said County Commissioners of Anne Arundel County acquired and accepted title to the streets, roads and alleys by joining in said deed and since the said execution and acceptance, maintained and continues to maintain as public necessity requires, the streets so acquired, (certified copy of deed marked "Complainant's Exhibit No. 4").

III

That hundreds of lots have been sold and improved along the streets acquired by the County Commissioners of Anne Arundel County aforesaid and as set out in the recorded plats of Glen Burnie, recorded among the Plat Records of Anne Arundel County, which said plats include specifically the streets and avenues hereinafter referred to, and that your Petitioners and Orators are vitally interested in seeing that the streets deeded to the County and dedicated by plats duly recorded and the actions of the County Commissioners of Anne Arundel County, the lot owners and the public in furtherance of said dedication remain open for use and development for the benefit of your Orators and the remaining lot owners of Glen Burnie, particularly, Railroad Avenue (sometime called Greenway Avenue), and "N" Street, which are the subject matter of complaint hereinafter stated.

IV

That The J. F. Johnson Lumber Company, respondent herein, its agents or servants, has within the past few years by slow process, attempted to and did obstruct by placing structures, fences and piles of lumber in the beds of the following streets, which are shown on the plats and mentioned in the deeds heretofore referred to, namely:

"N" Street from Railroad Avenue (north side) to the Governor Ritchie Highway.

Railroad Avenue in a southeasterly direction to Manor Road.

Railroad Avenue (also designated as Greenway Avenue) from Drum Point Avenue to "M" Street, all without reason or right, to the special damage and detriment of your Orators and to residents and lot owners of the community of Glen Burnie as aforesaid.

33'

V

That although the County Commissioners of Anne Arundel County have as recently as May 5th, 1950 by their letter directed the said J. F. Johnson Lumber Company, the respondent herein, to remove the aforesaid obstructions on the aforesaid streets, the said J. F. Johnson Lumber Company has refused and continues to refuse to remove the aforesaid obstructions from the aforesaid streets.

VI

That your Complainants are especially damaged by the actions of the said J. F. Johnson Lumber Company, the respondent herein, in obstructing the streets mentioned, and particularly N Street which runs through to Railroad Avenue, as the owners of a business property entitled to use both streets abutting the corner property, namely, the Baltimore and Annapolis Highway and N Street and the connecting streets into, namely, Railroad Avenue as an additional outlet for business traffic patronizing your Complainants business location and your Complainants are further especially injured in that a 10" trunk sewer line lies within the bed of N Street between Railroad Avenue and the Baltimore and Annapolis Boulevard, which services the sewerage disposal from Your Orators' property and which said sewer line is covered with large piles of heavy timber and lumber, placed therein by the respondents, in a manner to make said sewer lines inaccessible for said repairs, in the event of breakage or stoppage; and further, in that Railroad Avenue as shown on the Plat of Glen Burnie, filed with these proceedings, which is a natural and direct connecting street with N Street to the center and main artery of Glen Burnie, namely, Light Street Road, has been blockaded by the erection of sawdust blowers and other buildings erected thereon by the respondents, their agents or servants.

VII

That your Orators have no adequate remedy at law and unless this Honorable Court assumes jurisdiction in the premises, your Orators will suffer irreparable injury to the use and value of their property.

TO THE END, THEREFORE:

(a) That the Respondent, The J. F. Johnson Lumber Company, its agents

or servants or anyone claiming by or through them, be compelled to remove the structures and obstructions erected on Railroad Avenue, north, (Greenway Avenue,) and "N" Street, which it has erected thereon.

(b) 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 J. F. Johnson Lumber Company at Glen Burnie, Anne Arundel County, Maryland, commanding it to be and appear in this Court on some certain day to be named therein, and to answer the premises and to abide by and perform such decree as may be passed therein.

AND, AS IN DUTY BOUND, ETC.

Franklin G. Maddox

Emily Speer Maddox
by Louis M Strauss, atty.

Louis M Strauss
Solicitor for Plaintiffs
Towns-worth Building
South Street
Annapolis, Maryland

Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 27th day of March 1950, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Franklin G. Maddox one of the Plaintiffs named in the aforegoing Bill of Complaint and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of knowledge, information and belief.

As Witness my hand and Seal Notarial.

Clarence C. Buswell
Notary Public

37

LIBER 91 PAGE 196

Filed 27 Mar., 1950.

ORDER OF COURT

Upon the aforegoing Bill of Complaint and Exhibits, it is this 27th day of March, 1950, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Defendant, The J. F. Johnson Lumber Company, a body corporate, show cause, on or before the 21st day of April, 1950, why it should not be compelled to remove structures, fences or other obstructures from Railroad Avenue, north, Greenway Avenue and "N" Street as mentioned in this Bill of Complaint, provided a copy of this Order be served on the J. F. Johnson Lumber Company, a body corporate on or before the 11th day of April, 1950.

Benjamin Michaelson
Judge

38

LIBER 91 PAGE 197

U.S. INT.REV. $6.60-STATE OF MD. $6.00

THIS DEED, Made this 24th day of July in the year one thousand nine hundred and Forty, by and between Frances Sophia Doering and Frederick H. Doering, her husband, of Anne Arundel County, in the State of Maryland, of the first part, and J. Purnell Johnson, and Lois P. Johnson, his wife, and Franklin E. Maddox and Emily Spear Maddox, his wife, of the second part.

WITNESSETH, that in consideration of the sum of Five dollars and other good and valuable considerations, receipt whereof is hereby acknowledged the said Frances Sophia Doering and Frederick H. Doering, her husband, do grant and convey unto the said J. Purnell Johnson and Lois P. Johnson, his wife, and Frank E. Maddox and Emily Spear Maddox, his wife, their heirs and assigns, in fee simple, all those lots of ground, situate, lying and being in Anne Arundel County, State of Maryland, aforesaid, and described as follows, that is to say:--

Filed 27 Nov., 1951

BEGINNING for the first thereof at an iron pipe now set on the southwest side of Baltimore-Annapolis Boulevard, as laid out 50 feet wide, at a point where the division line between Lot Four (4) in Block 67 and lot Five (5) in Block 67, as shown on a plat entitled "Amended Plats of Glen Burnie, Plat No. 4, prepared by S.J. Martenet and Co.", intersects the southwest side of said Boulevard, and running thence with the said line south 29 degrees 57 minutes west 112.16 feet to an iron pipe heretofore set at the southmost corner of lot Four (4) in Block 67; thence leaving said line and running through lot Four (4) in Block 67, north 1 degree 47 minutes west 134.35 feet to a cross cut in the sidewalk on the southwest side of Baltimore-Annapolis Boulevard; thence running with the south/west side of said Boulevard by a line curving to the left, to a point south 57 degrees 47 minutes east 69.74 feet to the point of beginning, containing 3920 square feet of land more or less.

BEING a part of lot No. Four (4) in Block 67 which by deed dated Aug., 5, 1918, and recorded among the Land Records of Anne Arundel

"Complainant's Exhibit # A"

39

County, in Liber W.N.W. No. 4, folio 443, was granted and conveyed by the Curtis Creek Mining Furnace & Manufacturing Co., to Frances Sophia Doering.

BEGINNING for the second thereof at an iron pipe now set on the southwest side of the Baltimore-Annapolis Boulevard, as laid out 50 feet wide, at a point where the division line between Lot Four (4) in Block 67 and lot Five (5) in Block 67, as shown on a plat entitled "Amended Plats of Glen Burnie, Plat No. 4, prepared by S.J. Martenet and Co.," intersects the southwest side of said Boulevard, and running thence with said line south 29 degrees 57 minutes West 162.16 feet to a stake now set at the westernmost corner of lot Five (5) in Block 67; thence running with the southwesternmost line of lots Five (5) Six (6) and Seven (7) in Block 67, South 60 degrees 33 minutes east 150 feet to the northwest side of "N" Street, as laid out 50 feet wide; thence running with the Northwest side of "N" Street, North 29 degrees 57 minutes east 42.81 feet to the westernmost side of The Governor Ritchie Highway as laid out 150 feet wide; thence running with the westernmost side of said Highway, by a line curving to the right to a point north 11 degrees 26 minutes west 135 feet; thence leaving said highway and running with the southwesternmost line of the State Road Right-of-way as shown on a Maryland State Roads Commission Plat, filed among the Plat Records of Anne Arundel County, north 43 degrees, 29 minutes west 63.50 feet to the point of beginning, containing 17,650 square feet of land, more or less.

BEING a part of lots Five (5), Six (6) and Seven (7) in Block 67, which by deed dated January 10th, 1921, and recorded as aforesaid in Liber W.N.W. No. 36, folio 255, were granted and conveyed by the said Curtis Creek Mining Furnace & Manufacturing Co., unto the said Frances Sophia Doering.

AND the grantors herein for themselves, their heirs and assigns, covenant with the Grantees, their heirs and assigns, that no building or structure of any kind shall be erected on the remaining portion of the Grantors' property within less than twenty-five feet of the Old

40

Annapolis Boulevard, which restriction shall run with the land for a period of twenty years.

RESERVING however to the grantors a right of way for ingress and egress 10 ft. wide, across the northwestermost corner of the lot firstly described herein and running parallel to the first line thereof, from the old Annapolis Blvd. to the grantors remaining part of lot No. 4.

ALL of which is shown on a plat of the properties as surveyed in May 1940 by T. W. Shives, Surveyor, which plat is filed herewith.

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

TO HAVE AND TO HOLD the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said J. Purnell Johnson and Lois P. Johnson, his wife, and Franklin E. Maddox and Emily Spear Maddox, his wife, their heirs and assigns, in fee simple.

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

WITNESS the hand and seal of said grantors.

TEST: FRANCES SOPHIA DOERING (SEAL)

V. Larkin Dicus FREDERICK H. DOERING (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 24th day of July in the year one thousand nine hundred and Forty, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Frances Sophia Doering and Frederick H. Doering,

41

her husband, the above named grantors, and they acknowledged the foregoing Deed to be their act.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) V. Larkin Dicus.

Notary Public.

Recorded July 25, 1940, at 3 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 219 folio 446 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 14th day of March A.D., 1951.

John H. Hopkins 3rd Clerk

BALTIMORE-ANNAPOLIS

RIGHT-OF-WAY 10FT WIDE ON BALTIMORE-ANNAPOLIS BLVD TO FRANCIS DOERING.

GOVENOR RITCHIE HIGHWAY

BLVD

25FT STRIP RESTRICTED

S51°41'E 69.74'

N43°29W 63.50'

N11°26W 1.35'

LOT 4A

N1°47'W 134.35'

S89°-S29°57'W 112.16'

S29°57'W 162.16

LOT 4

"M" ST

50'

LOT 5

LOT 6

LOT 7

BLOCK 67

S60°33'E 150'

N29°57'E 42.81'

"N" ST

150'

50'

SCALE 1" = 40'

REVISED SUBDIVISION.

LOTS 4, 5, 6, AND 7, BL. 67

GLENBURNIE, MD.

MAY 1940 J.W. Shines

Surveyor

GLEN BURNIE IMPROVEMENT ASSOCIATION, a body corporate, FRANKLIN E. MADDOX and EMILY SPEAR MADDOX, his wife. County Commissioners of A. A. Co.	:	IN THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY.
VS	:	
	:	EQUITY NO. 9958.
THE J. F. JOHNSON LUMBER COMPANY, a body corporate.	:	

. . . . . .

AMENDED BILL OF COMPLAINT.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Complainant, the County Commissioners of Anne Arundel County, a body corporate of the State of Maryland, intervening Complainant, and acting under the general powers conferred upon them by the laws of the State of Maryland, respectfully show:

1. That Your Orator is the duly elected Board of County Commissioners of Anne Arundel County, a corporation charged with the responsibility of establishing and maintaining and protecting the streets, roads and alleys in Anne Arundel County for public use and benefit.

2. That Glen Burnie is and has been in recent years a thickly populated and fast growing community in the Northern part of Anne Arundel County, and because of said population and fast growth, the public streets and roads are and have been gradually becoming inadequate to facilitate and maintain the safety of the movement of traffic in and around Glen Burnie.

3. That the beds of roads, streets and alleys of the Community of Glen Burnie are referred to on plats of said community recorded among the Plat Records of Anne Arundel County, a portion of which said streets, which are the subject matter of these proceedings, are shown on a plat of Glen Burnie filed in these proceedings as Complainant's Exhibit 1, and prayed to be taken as a part hereof, and that the beds of such roads, streets and alleys were conveyed by the Curtis Creek Mining, Furnace and Manufacturing Company, the original developers, to the County Commissioners of Anne Arundel County recorded in Liber FSR 73, folio 357, for use of the County Commissioners and Anne Arundel County as set out therein, and wherein said County Commissioners acquired and accepted title to said Roads, streets and alleys by joining in the said deed, certified copy of which deed is filed as Complainant's Exhibit 4, and is prayed to be taken as a part hereof, and since the execution and acceptance of said

Filed 2 April, 1931.

LAW OFFICES OF
GEORGE SACHSE
102 CRAIN HIGHWAY
GLEN BURNIE, MD.

4 4

deed, the County Commissioners and Anne Arundel County have maintained and continue to maintain, as public necessity requires, the roads, streets and alleys so acquired.

4. That the Respondent herein, the said The J. F. Johnson Lumber Company, its agents, servants and employees, have, within recent years, by gradual encroachment and process, attempted to and actually did obstruct, by placing structures, fences and piles of lumber and other obstacles in the beds of the following streets, which are shown on the Plats and mentioned in the Deed heretofore referred to, namely:

"N" Street, from Railroad Avenue (north side) to the Governor Ritchie Highway.

Railroad Avenue, in a Southeasterly direction to Manor Road.

Railroad Avenue (also designated as Greenway Avenue) from Drum Point Avenue to "M" Street,

all of which obstructions were created by the Respondents without right or reason, and which acts of the Respondent have resulted in serious detriment to Anne Arundel County, the County Commissioners, the public of Anne Arundel County, and to the public use of the Streets and Roads in Glen Burnie.

5. That Your Complainant, by several communications, the last of which was dated May 5, 1950, copy of said last communication being filed herewith as Exhibit 5 and prayed to be taken as a part hereof, notified the Respondent to remove the obstructions herein complained of from the aforesaid streets, roads and alleys in Glen Burnie, and the said Respondents have failed and refused to remove the same.

6. That the County Commissioners of Anne Arundel County have determined that in order to facilitate the movement of traffic safely in Glen Burnie, and for the benefit of the public, it is necessary to make use of certain of the streets mentioned in the aforegoing deed of acquisition, (Exhibit 4), particularly "M" and "N" Streets, and may in the future have need to use other streets so acquired by them in the aforementioned deed.

7. That for reasons set forth in the foregoing paragraphs, the Complainant can have no plain, adequate and complete remedy at law, and it will suffer irreparable loss and injury unless the Respondents are restricted and

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102 CRAIN HIGHWAY
GLEN BURNIE, MD.

restrained from interferring with the improvement and use for highway and related purposes, the aforesaid streets, and unless the Respondents are required to demolish or otherwise remove the said obstructions.

TO THE END, THEREFORE:

(a) That the Respondent, the J. F. Johnson Lumber Company, a body corporate, its agents, servants, employees, or anyone claiming by or thru them, be compelled to remove the structures and obstructions erected on Railroad Avenue, north, (Greenway Avenue), and "N" Street and on such other streets and Roads as herein complained of.

(b) That Your Orator may have such other and further relief as its cause may require.

May it please Your Honor to grant unto Your Orator the writ of subpoena directed to The J. F. Johnson Lumber Company, which is a body corporate doing business in Glen Burnie, Anne Arundel County, State of Maryland, and require it to be and appear in this Honorable Court on or before some certain day to be named therein, to show cause, if any it may have, why a decree should not be passed as prayed.

AND, AS IN DUTY BOUND, ETC.

George Sachse

George Sachse - - Glen Burnie, Md.
Solicitor for Complainant.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 2nd day of April, 1950, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Ralph L. Lowman, who made oath in due form of law that he is the President of the Board of County Commissioners of Anne Arundel County, and also made oath that the matters and things stated in the aforegoing Bill of Complaint are true and correct as set forth to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Notary Public.

LAW OFFICES OF
GEORGE SACHSE
102 CRAIN HIGHWAY
GLEN BURNIE, MD.

46

ORDER

Upon the aforegoing Bill of Complaint, affidavit and exhibits, it is, by the Circuit Court for Anne Arundel County, in equity, this 3d day of April, 1950, ordered, that the Respondent, The J. F. Johnson Lumber Company, a body corporate, show cause, if any it may have, on or before the 27th day of April, 1950, why it should not be compelled to remove the structures, fences and other obstructions from Railroad Avenue, north, Greenway Avenue, and "N" Street, as mentioned in this Bill of Complaint, provided a copy of this Order be served on The J. F. Johnson Lumber Company, a body corporate, on or before the 16th day of April, 1950.

Benjamin Michaelson
Judge.

Filed 3 April, 1950.

LAW OFFICES OF
GEORGE SACHSE
102 CRAIN HIGHWAY
GLEN BURNIE, MD.

47

LIBER 91 FOLIO 206

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

COPY

Albert J. Goodman
12 Church Circle
Annapolis, Maryland

May 5, 1950

The J. F. Johnson Lumber Company
Glen Burnie, Maryland

Gentlemen:

The County Commissioners of Anne Arundel County have authorized me to direct you to remove any encumbrances now existing on the rights of way designated as Greenway, N. E., formerly Railroad Avenue North, N Street, and an alley running northwesterly from N Street, near its intersection with the Ritchie Highway, all in Glen Burnie, Maryland.

These encumbrances, such as fences, outbuildings, and other structures, must be removed no later than May 25, 1950, or I shall be obliged to institute costly ejectment proceedings against you. In view of our past friendly relations, I sincerely trust legal measures will not be necessary.

The Department of Public Highways has been instructed to open the above-described streets, which were acquired by the County Commissioners of Anne Arundel County from the Curtis Creek Mining, Furnace and Manufacturing Company by deed dated June 18, 1930, and duly recorded among the Land Records of Anne Arundel County in Liber F.S.H. No. 73, Folio 357.

Very truly yours,

Albert J. Goodman
Counsel to Board

AJG:H

Filed 2 Apr., 1951

EXHIBIT 5

48

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate, Franklin E. Maddox and Emily Spear Maddox, his wife, County Commissioners of A. A. Co.,	*	IN THE CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
v.	*	IN EQUITY
THE J. F. JOHNSON LUMBER COMPANY, a body corporate	*	No. 9958

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

It is stipulated and agreed that the time ~~which~~ within which the defendant in the above entitled case shall answer or make other defense be and it is hereby extended to May 11, 1951.

Louis M. Strauss, Atty. for Glen Burnie Improvement Association, Franklin E. Maddox and Emily Spear Maddox, his wife, Plaintiffs

George Sachse, Atty. for County Commissioners of Anne Arundel Co. Plaintiffs

Harold M. Vick, Attorney for Defendants, The J. F. Johnson Lumber Co.

Filed 21 Apr., 1951.

LIBER 91 PAGE 209

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED a body corporate Franklin E. Maddox and Emily Spear Maddox, his wife	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
v.	*	IN EQUITY
THE J. F. JOHNSON LUMBER COMPANY, a body corporate of the State of Maryland	*	NO. 9958

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

DEMURRER TO BILL OF COMPLAINT OF INTERVENING COMPLAINANTS, FRANKLIN E. MADDOX AND EMILY SPEAR MADDOX, HIS WIFE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The demurrer of The J. F. Johnson Lumber Company, a body corporate, respondent in the above entitled cause, respectfully shows:

That your respondent demurs to the Bill of Complaint of Intervening Complainants, Franklin E. Maddox and Emily Spear Maddox, his wife, heretofore filed in these proceedings, and to each paragraph thereof and for cause says:

1. That is Court is without jurisdiction in the premises.

2. That the Bill of Complaint has not set forth a good cause for equitable relief against your respondent.

3. That the complainants have an adequate remedy at law.

4. That the said Bill of Complaint does not set forth facts sufficient to establish a case of irreparable injury.

5. That the Bill of Complaint is not certain and definite in its allegations.

6. That the Bill of Complaint does not show that the complainants have any interest in the subject matter of the bill, or any property rights or public duty in respect to the alleged roads or streets.

7. That the complainants have not alleged that they have suffered or will suffer any special and particular damage different in kind and degree from that experienced in common with that of other citizens.

And for other good and sufficient reasons to be set forth at the hearing.

H. Melvin Bull
H. Melvin Bull

Harold M. Vick
Harold M. Vick,
Solicitors for Respondent.

STATE OF MARYLAND,
CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 10th day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland, Baltimore City, personally appeared Wilmer Johnson, President of the J. F. Johnson Luber Co., a body corporate, and made oath in due form of law that the said demurrer is not filed for the purpose of delay.

AS WITNESS my hand and seal notarial.

Effie G Breeden
Notary Public

Filed 11 May, 1951

50

I HEREBY CERTIFY that I mailed a copy of the aforegoing demurrer to Louis N. Strauss, Esq. attorney for Complainants in the aforegoing case, this 10th day of May, 1951.

Harold M. Vick

Solicitor for Respondent

51

GLEN BURNIE IMPROVEMENT ASSOCIATION, a body corporate FRANKLIN E. MADDOX and EMILY SPEAR MADDOX, his wife, COUNTY COMMISSIONERS OF A. A. CO.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
v.	*	EQUITY NO. 9958
THE J. F. JOHNSON LUMBER COMPANY, a body corporate	*	

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

DEMURRER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The demurrer of The J. F. Johnson Lumber Company, a body corporate, respondent in the above entitled cause, respectfully shows:

That your respondent demurs to the Amended Bill of Complaint of the County Commissioners of Anne Arundel County, and to each paragraph thereof, and for cause says:

1. That the Amended Bill of Complaint has not set forth a good cause for equitable relief against your respondent.

2. That the said Amended Bill of Complaint is not certain and definite in its allegations.

3. That the Amended Bill of Complaint does not show that the County Commissioners have any interest in the subject matter of the bill or any property rights or public duty in respect to the alleged roads or streets.

And for other good and sufficient reasons to be set forth at the hearing.

Filed 11 May, 1951

H. Melvin Bull
H. Melvin Bull

Harold M. Vick
Harold M. Vick
Solicitors for Respondent.

STATE OF MARYLAND
CITY OF BALTIMORE:

I HEREBY CERTIFY that on this 10th day of May, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Wilmer Johnson, President of The J. F. Johnson Lumber Company, a body corporate, and made oath in due form of law that the said demurrer is not filed for the purpose of delay.

AS WITNESS my hand and seal Notarial.

Effie G. Breeden

I hereby hertify that I mailed a copy of the aforegoing demurrer to George Sachse, Esq., Glen Burnie, Md., attorney for the County Commissioners of Anne Arundel Co. this 10th day of May, 1951.

Harold M. Vick
Solicitor for Respondent

5'2

LIBER 91 PAGE 211

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED a body corporate, HENRY M. PHIPPS and BEATRICE B. PHIPPS, his wife	:	NO. 9958 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
THE J. F. JOHNSON LUMBER COMPANY a body corporate of the State of Maryland	:	ANNE ARUNDEL COUNTY

: : : : : : : :

AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Glen Burnie Improvement Association, Incorporated, respectfully shows:

1. That Curtis Creek Mining, Furnace and Manufacturing Company owned a tract of land in Anne Arundel County, and placed on public record a Plat showing the tract as sub-divided into lots binding on streets. A certified copy of said Plat has been filed with the original Bill of Complaint as "Complainant's Exhibit No One", and is incorporated here by reference.

2. That by deed dated January 9, 1922, recorded among Land Records of Anne Arundel County in Liber W.N.W. No. 50, folio 143, Curtis Creek Mining, Furnace and Manufacturing Company, conveyed to Glen Burnie Improvement Association, Incorporated, all of Block 49 as shown on said Plat, and other lots.

3. That Block 49 is shown on said Plat as binding on Rail Road Avenue, one of the streets of the sub-division.

4. That subsequently, by deed dated June 18, 1930, recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 73, folio 357, the Curtis Creek Mining, Furnace and Manufacturing Company conveyed the beds of the streets of the sub-division, including Rail Road Avenue, and N Street, to the County Commissioners of Anne Arundel County, for use as public streets, roads and alleys, "subject to such easements as may have been acquired therein or thereover by previous grants of the Curtis Creek Mining, Furnace and Manufacturing Company by virtue of contract or deeds heretofore executed and delivered or by virtue of Plats filed." The Glen Burnie Improvement Association, Incorporated did not join in the said deed as a Grantor. The said deed to the County is filed with the original Bill of Complaint as "Complainant's Exhibit No Four" and is incorporated here by reference.

Filed 1 Oct. 1952

53

5. That the County Commissioners accepted the said deed, and have been maintaining the said streets, roads and alleys, as public necessity requires, and insofar as demanded by owners of lots in the sub-division and by the said Grantor; and the County has placed sewer and drain systems in the beds of the said streets.

6. That within the past several years the J. F. Johnson Lumber Company, its Agents, employees and licensees, have obstructed the beds of N Street, and of Rail Road Avenue in front of the lots of the Glen Burnie Improvement Association, Incorporated, and between the lots of said Plaintiff and the public highways by placing structures, fences and piles of lumber, so as to destroy the use of said street for purpose of passage, and so as to obstruct access to the said lots of the Glen Burnie Improvement Association, Incorporated; and the said Defendant, in the manner aforesaid has further obstructed the following streets:

N Street from Rail Road Avenue (north side) to the Governor Ritchie Highway.

Rail Road Avenue is a southeasterly direction to Manor Road.

Rail Road Avenue (also designated as Greenway Avenue) from Drum Point Avenue to M Street, all without reason or right, to the special damage and detriment of your Orators and to residents and lot owners of the community of Glen Burnie as aforesaid.

7. That the Glen Burnie Improvement Association, Incorporated, as an abutting owner, is especially injured in its private rights, with respect to the use and value of its property, and the damage is irreparable, and there is no adequate remedy at law.

TO THE END, THEREFORE:

(a) That the Defendant be required to remove all of its structures and obstructions placed by it in the bed of Rail Road Avenue.

(b) That the Defendant be required to remove all structures and obstructions placed by it in the beds of other streets in the sub-division.

(c) And for such other and further relief as the nature of the case may require.

54

LIBER 91 PAGE 213

AND, AS IN DUTY BOUND, ETC.

Glen Burnie Improvement Association, Inc.,

By Henry M. Phipps
Chairman Exec. Comm.

Louis M. Strauss
Louis M. Strauss, Solicitor for Plaintiff
Towns-Worth Building
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland and the County aforesaid, personally appeared Henry M. Phipps, one of the Plaintiffs named in the aforegoing Bill of Complaint and made oath in due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of his knowledge, information and belief.

As Witness my hand and Notarial seal.

Mildred F. Bean
Notary Public

I hereby certify that a copy of amended Bill of Complaint was mailed to Harold M. Dick, Esquire, on March 31st, 1952.

Louis M. Strauss
per Mildred Bean

55

Liber 91 Page 214

GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a body corporate, et al.	*	NO. 9958 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
THE J. F. JOHNSON LUMBER COMPANY, a body corporate	*	FOR
	*	ANNE ARUNDEL COUNTY

* * * * * * * * * * *

DEMURRER TO AMENDED BILL OF COMPLAINT OF GEN BURNIE IMPROVEMENT ASSOCIATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The demurrer of The J. F. Johnson Lumber Company, a body corporate, respondent in the above entitled cause, respectfully shows:

That your respondent demurs to the bill of complaint heretofore filed in these proceedings, and to each paragraph thereof and for cause says:

1. That this Court is without jurisdiction in the premises.

2. That the Bill of Complaint has not set forth a good cause for equitable relief against your respondent.

3. That the complainants have an adequate remedy at law.

4. That the said bill of complaint does not set forth facts sufficient to establish a case of irreparable injury.

5. That the bill of complaint is not certain and definite in its allegations.

6. That the bill of complaint does not show that the complainants have any interest in the subject matter of the bill, or any property rights or public duty in respect to the alleged roads or streets.

7. That the complainants have not alleged that they have suffered or will suffer any special and particular damage different in kind and degree from that experienced in common with that of other citizens.

And for other good and sufficient reasons to be set forth at the hearing.

H. Melvin Bull

Harold M. Vick

Solicitors for Respondent

Filed 3 Apr., 1952.

56

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY THAT ON THIS 2nd. day of April, 1952, before me, the subscriber, a Notary Public of the State of Maryland in and for the City aforesaid, personally appeared Wilmer M. Johnson Vice President of the J. F. Johnson Lumber Company, a body corporate, and made oath in due form of law that the said demurrer is not filed for the purpose of delay.

WITNESS my hand and Notarial Seal.

Glen H. Stockdale
Notary Public

I hereby certify that a copy of the aforegoing Demurrer to Amended Bill of Complaint of Glen Burnie Improvement Association was mailed to Louis M. Strauss, Solicitor for Complainant, Towns-worth Building, Annapolis, Md., this second day of April, 1952.

Harold M. Vick
Harold M. Vick
Solicitor for Complainant

5'7

Liber 31 Page 218

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

GLEN BURNIE IMPROVEMENT ASSOCIATION, INC., a body corporate, and others, PLAINTIFFS.	:	
VS.	:	NO. 9958 EQUITY
THE J. F. JOHNSON LUMBER COMPANY, a body corporate, DEFENDANT.	:	

:::::::

OPINION ON DEMURRERS TO BILLS OF COMPLAINT

Filed 5 June, 1952

The defendant, by its demurrers, challenges the sufficiency of the several bills of complaint herein.

Curtis Creek Mining, Furnace and Manufacturing Company, hereinafter called "Curtis Creek", owned a large tract of land. It caused said tract to be subdivided into lots, streets, avenues and so forth, and had plats thereof made and recorded. These plats contained a notation thereon indicating that the streets and alleys shown thereon were referred to for convenience and facility of description only, and not for purposes of dedication. I do not know exactly when these plats were made (the date on the photostatic copies filed is illegible), but they seem to have been recorded January 10, 1927. Curtis Creek sold certain lots by reference to these plats. The lots belonging to the plaintiff, Glen Burnie Improvement Association, as well as the lots belonging to the plaintiffs, Mr. and Mrs. Maddox, are among the lots so sold. By deed dated June 18, 1930, Curtis Creek conveyed to the County Commissioners of Anne Arundel County all the beds of all the streets, roads and alleys shown on said plats (except such parts thereof as it had theretofore conveyed to others) for use as public streets, roads and alleys. The defendant obstructed certain of said streets. On May 17, 1950, the Glen

58

Burnie Improvement Association and Mr. and Mrs. Henry M. Phipps filed the original bill herein praying that the defendant be required to remove the obstructions placed in said streets by it as aforesaid. Judge Michaelson sustained a demurrer to that bill March 3, 1951, but, as he did not file a written opinion, I do not know exactly why he did so. In any event, he granted the plaintiffs leave to amend, and subsequently permitted the County Commissioners of Anne Arundel County and Mr. and Mrs. Maddox to intervene as plaintiffs. Mr. and Mrs. Phipps, two of the original plaintiffs, have apparently dropped out, but we now have three separate and distinct bills of complaint, or amended bills of complaint, one by the Glen Burnie Improvement Association, the second by Mr. and Mrs. Maddox, and the third by said County Commissioners. The defendant has filed separate and distinct demurrers to these bills or amended bills.

In order for a road or street to be dedicated to public use, there must be, first, an offer to dedicate, and, secondly, an acceptance thereof. The acceptance may be evidenced in several ways, but, in this case, we are only concerned with an acceptance by the public authorities, that is to say, by the County Commissioners of Anne Arundel County. (See Cox vs. Anne Arundel County, 181 Maryland 428; North Beach vs. Land & Improvement Company, 172 Maryland 101; Beale vs. Takoma Park, 130 Maryland 297; Canton Company vs. Baltimore City, 106 Maryland 69; and other cases). I hold that Curtis Creek, by its said deed of June 18, 1930, definitely offered to dedicate the streets and roads in question to public use, and that the County, by accepting said deed, accepted said dedication. True, the County did not, in so many words, say that it accepted the dedication of said streets, but it executed the deed and appointed Mr. Kindred its attorney to acknowledge

it as and for its corporate act and deed, and it, then, took said deed and placed it on record. I think that sufficient. (Baltimore vs. Broumel, 86 Maryland 153, 158; New Windsor vs. Stocksdale, 95 Maryland 196, 212, 213; Canton Company vs. Baltimore, supra, 106 Maryland 69, 84). If there is any doubt about it, recourse may, I think, be had to the fact that the County placed sewer lines in the beds of at least some of the streets in question. That is very strong, if not conclusive, evidence of an acceptance of the offer to dedicate. (Beale vs. Takoma Park, 130 Maryland 297, 307; Sachs & Sons vs. Ward, 182 Maryland 385; 26 Corpus Juris Secundum 107-108). It is true that the County's bill does not allege that it laid said sewers, but the fact that the sewers are there is alleged in the bill filed by Mr. and Mrs. Maddox, and I assume they are public sewers. The true state of facts may be stated when an amended bill is filed.

There does not seem much doubt, in this day, that the County has the right, as well as the duty, to protect its property, or rather the public's property, by an injunction. North Beach vs. Land & Improvement Company, supra; Carroll County vs. Rickell, 146 Maryland 463, 469; Sieling vs. State Roads Commission, 160 Maryland 407, 415, 417, are all cases where the jurisdiction of equity has been upheld. Then, there are other grounds which apply to public authorities, as well as to private persons, of which I will have more to say a little later.

The positions of the Improvement Association and of Mr. and Mrs. Maddox are not so clear. Their counsel seem to assume that because they, or their predecessors in title, purchased lots, they became and are entitled to use all the streets and roads laid down on the plats to the full extent thereof. I do not understand that to be the case. I under-

stand the law on that subject to be correctly stated by Judge Schmucker in Canton Company vs. Baltimore, supra, 106 Maryland 69, 85-86, thus:

> "In Hawley v. Baltimore 33 Md. 270, which may be regarded as the leading case upon that subject it is said: 'The law is now too well settled to admit of any doubt that if the owner of a piece of land lays it out in lots and streets and sells lots calling to bind on such streets he thereby dedicates the streets so laid out to public use. The rule is founded on the doctrine of implied covenants and the dedication will be held to be co-extensive with the right of way acquired as an easement by the purchaser. It is upon the implied covenant in the grant to him that the dedication to public use rests and such dedication must necessarily be measured by the limits of the right he has acquired by virtue of his grant. In the case before us the right of way or easement in Mosher street acquired by the purchasers of the lots mentioned in the proof is the precise limit of the dedication by Hiss. Over what portion of Mosher street then did their right of way exist? We think they acquired by their several purchases the right of way only from Madison avenue to McCulloh street, as it is between those streets that their lots lie and bind on Mosher. The doctrine of implied covenants will not be held to create a right of way over all of the lands of a vendor which may lie, however remote, in the bed of a street. The lands must be contiguous to the lot sold and there must be some point of limitation. The true doctrine is, as we understand it, that the purchaser of a lot calling to bind on a street not yet opened by the public authorities is entitled to a right of way over it, if it is of the lands of his vendor, to its full extent and dimensions only until it reaches some other street or public way. To this extent will the vendor be held by the implied covenant of his deed and no further.' In Hawley's case the owner of the lot sold exhibited to the purchaser at the time of the sale a plat of his land on which the streets were laid down, but the plat was not called for in the deed of the lot to the purchaser.
>
> In Baltimore v. Frick, 82 Md. 85, we cited and followed Hawley's case as to the extent of the dedication of a street by the grant of a lot bounding thereon and still more accurately defined the limits of the dedication by saying: 'The contention that the street which limits the extent of the dedication must be an open public street, is not supported by the cases heretofore decided by this Court. In Hawley's case, supra, the land over which the right of way is given it is said must not be remote but contiguous to the lot sold, but if the contention of the city, that in all cases we must presume a dedication of a right of way over the grantor's land until the next or nearest open street is reached be correct, such right of way would in many cases extend over land not only not contiguous to but very remote from the lot sold.' It may therefore be said that under the decisions of this Court the sale of a lot of land calling to bind on an unopened street works a dedication to public use of that street, if it is of the land of the grantor, only until it reaches the next open or unopened street."

That leaves me in a position where I do not know

where the Improvement Association and Mr. and Mrs. Maddox stand. The Improvement Association owns Block No. 49, bounded by Drum Point Avenue, First Avenue South, and Railroad Avenue South. I do not know what roads on the plats are public roads, and what are not public roads, and the bills of complaint, notwithstanding that there are three of them, do not help me. I have an idea that Light Street Road is an old public road, and that it is now the Crain Highway, but of that I am not absolutely sure. I do not know whether Drum Point Avenue was a public road when the plat was made, or not. And, there are a lot of other things which I must know if I am to intelligently decide this case when and if it comes to trial. I think if I owned Block No. 49, and wanted to get out therefrom, I would drive west on First Avenue South to Drum Point Avenue or Light Street Road, whichever happens to be the first public road, and then go on to where I wanted to go. I just cannot see why a person wishing to get out from said Block No. 49 would drive southeasterly on Railroad Avenue South, and thence northerly on "N" Street to the Governor Ritchie Highway. If said Improvement Association can explain the situation so I can understand its problems a little better, it should do so. It should, I think, specifically state whether the area blocked, is in Railroad Avenue South on which its property abuts, or on Railroad Avenue North on which it does not abut. I gather from the various plats and statements in the bills that the Governor Ritchie Highway cuts across the easternmost corner of Block No. 67, and cuts off most, if not all, of lot No. 7's (in said Block) frontage on said "N" Street. Unless said lot No. 7 does have some frontage left on said "N" Street, it is a little difficult for me to see how Mr. and Mrs. Maddox have any standing in this case at all. They have a frontage on the old Baltimore and Annapolis Boulevard, as well as on the Governor Ritchie Highway, and that may be all they are entitled

62

to.

Then, there seems to be another principle which the private property owners must overcome, namely, the principle that before private property owners can maintain a suit in equity for the abatement of a public nuisance, they must show that they are specially damaged thereby. This principle is discussed by Judge Offutt in his opinion in Huebschmann vs. Grand Company, 166 Maryland 615, and it has been discussed in a great many other cases. For instance, see Houck vs. Wachter, 34 Maryland 265; Crook vs. Pitcher, 61 Maryland 510; Weinberg vs. Kracke, 189 Maryland 275, 280; Baltimore vs. Marriott, 9 Maryland 160; Townsend, Grace & Company vs. Epstein, 93 Maryland 537.

If the Improvement Association and Mr. and Mrs. Maddox can get over the two hurdles I have mentioned, they can, I think, maintain a bill in equity, notwithstanding the claim that they have an adequate remedy at law. The facts of this case do not bring it within the principles laid down in Fleischman vs. Hearn, 141 Maryland 463; Finglass vs. Franke, 172 Maryland 135, and cases of that type. On the contrary they bring it within the principles laid down in Gosnell vs. Roberts, 147 Maryland 625; Duvall vs. Ridout, 124 Maryland 193; Douglass vs. Riggin, 123 Maryland 18; Oberheim vs. Reeside, 116 Maryland 265; Chespeake Company vs. Mount Vernon Company, 107 Maryland 528; Adams vs. Produce Exchange, 138 Maryland 656; Metaxas vs. Easton Publishing Company, 154 Maryland 393, and cases of that type. These principles apply with equal force to the County as to the private property owners.

Just why three separate and distinct bills should be filed is not at all clear. The Improvement Association was an original plaintiff. The County Commissioners and Mr. and Mrs. Maddox asked leave to intervene. These parties, or at least some of them, seem to be represented by the same soli-

63

citors. I think if they can agree on a joint bill of complaint, they should do so. If they cannot agree, each, I suppose, has the right to "go it alone", although that is not entirely clear. (See Rules of Practice and Procedure, Joinder of Parties and Claims, Rule 2, subsection (d) entitled "Multiple Joinder"). But, whether the plaintiffs file one joint bill, or three separate bills, they should, I think, be more definite and specific. Even the County should tell me what roads it claims to have gotten by the deed of June 18, 1930, and what were public roads theretofore, and exactly where the alleged obstructions they want removed are located, and so forth. The deed to the Glen Burnie Improvement Association seems to be dated January 9, 1922, while the plat does not seem to have been recorded until January 10, 1927. That is another matter which should be clarified.

5 June 1942

Ian Clark

Judge.

64

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

GLEN BURNIE IMPROVEMENT ASSOCIATION, INC., a body corporate, and others, PLAINTIFFS.	
VS.	NO. 9958 EQUITY
THE J. F. JOHNSON LUMBER COMPANY, a body corporate, DEFENDANT.	

:::::::

ORDER SUSTAINING DEMURRERS

The demurrers of the defendant to (1) the amended bill of the Glen Burnie Improvement Association, (2) the bill of the County Commissioners of Anne Arundel County, and (3) the bill of Franklin E. Maddox and Emily Spear Maddox, his wife, coming on for hearing, and being submitted, counsel were heard, and the proceedings read and considered.

It is, thereupon, this fifth day of June, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED and ORDERED that said demurrers, and each of them, be, and the same are hereby, sustained; and that the several plaintiffs have leave to amend their bills of complaint, or to file a joint amended bill, provided they do so within thirty days from this date.

Paul E. Clark

Judge.

LIBER 91 PAGE 224

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic and corporate,

And

THE GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a corporation,

And

FRANKLIN E. MADDOX, AND EMILY SPEAR MADDOX, HIS WIFE,

Plaintiffs,

vs.

THE J. F. JOHNSON LUMBER COMPANY, a corporation,

Defendant.

No. 9958 Equity

In The Circuit Court

For

Anne Arundel County.

Filed 2 July, 1932.

AMENDED BILL OF COMPLAINT

To The Honorable, The Judges of said Court:

The plaintiffs respectfully show:-

1. That the Curtis Creek Mining, Furnace and Manufacturing Company, a corporation, owned a tract of land located in Anne Arundel County, Maryland, in fee simple. It prepared plats showing said tract subdivided into lots binding on streets, as a real estate subdivision named Glen Burnie, and sold and conveyed many lots by reference to said plats and streets, and other description. On January 10, 1927, it recorded the plats among the land records of said County, and thereafter continued to sell and convey lots by reference thereto. All of its plats contained a statement on the face of same that title to the beds of the streets wase reserved to the Company, and reference to the streets wase for purpose of description and not for dedication. The streets involved in this case are shown on Amended Plat No. 4, recorded among the plat records of said County in Cabinet 1, Rod R, plat 14 (formerly Plat Book F.S.R. 1 folio 58), a copy of which has been filed as Complaimant's Exhibit No. 1 and is incorporated by reference.

2. That said Company sold and conveyed to Frances S. Doering in fee simple, lots 5,6,7 Block 67 shown on said plat, and other lots, by deed dated January 10, 1921 recorded among the County land records in liber W.N.W. 36 folio 255, a copy of which is herewith filed as Complainant's Exhibit No. 1B; and said grantee reconveyed part of same to Franklin E. Maddox and Emily Spear Maddox, his wife, by deed dated

66

July 24, 1940, recorded among the land records of said County in liber J.H.H. 219 folio 446, a certified copy of which has been filedas Complainant's Exhibit No. 1A. Both deeds describe the property conveyed by reference to the plat, and as binding on "N" Street shown thereon. At the time of the latter conveyance, the Governor Ritchie Highway had been constructed across a part of this property, but a substantial frontage on "N" Street still remained, and the plaintiffs purchased the property, at a higher than ordinary price, on the faith of the recorded plats and of the hereinafter stated conveyance of the streets of the subdivision to the County as public streets, showing this to be a corner property with frontage on "N" Street as well as on said Ritchie Highway; and they purchased it for the purpose of establishing, and did establish thereon a gasoline filling station, auto accessory sales, and service garage, in the belief that residents of Glen Burnie would have direct access to and from the premises over "N" Street, and over Railroad Avenue North which connects with it and leads to Light Street Road (also known as Crain Highway), a main artery of Glen Burnie. That by reason of obstructions of said streets by the defendant, as hereinafter stated, access to and from the premises over "N" Street, and over Railroad Avenue North which connects therewith, is prevented; and without access over "N" Street, residents of Glen Burnie cannot reach the premises except by traveling on the Baltimore Annapolis Boulevard and going through congested business sections of Glen Burnie and passing similar businesses en route, and instead of being able to return directly to their homes by way of "N" Street they have no exit except out on to the heavily traveled Governor Ritchie Highway, and traveling on it away from Glen Burnie toward Annapolis until they reach a crossing, and then crossing Ritchie Highway to its other lane, and traveling on it back to Glen Burnie, and then re-crossing the Ritchie Highway, and again going through the congested business section of Glen Burnie, and so on back to their homes; so that inability of residents of Glen Burnie to use "N" Street for easy and direct access to and from these premises prejudicially affects said businesses being conducted thereon, and prevents the property from being a corner property, and impairs its value.

That said plaintiffs are also specially damaged by said obstructions in that the public sewer and water lines that service said premises are located in the bed of "N" Street between Railroad Avenue North and Governor Ritchie Highway, smd are covered by large piles of heavy timber and lumber placed thereon by defendant, and access is also obstructed by fences placed by defendant in the bed of said Street, making the lines inaccessible in event of breakage or stoppage.

67

3.That the Curtis Creek Mining, Furnace and Manufacturing Company conveyed to the Glen Burnie Improvement Association, Incorporated, all of block 49, and some lots in block 45, as shown on said plat and by reference thereto, , by deed dated January 9, 1922, recorded among said land records in liber W.N.W. 50 folio 143, a certified copy of which has been filed as Complainant's Exhibit No. 2. The conveyance was expressly made for the purpose of maintaining a park and playground for owners of real or leasehold estates in Glen Burnie. The said Association operates carnivals etc. on the premises to raise funds for community purposes such as fire protection and ambulance service. Although this property does not abut upon the streets being obstructed by the defendant, this plaintiff and its property is specially damaged by said obstruction of streets, in that it is a community park for the whole subdivision and was intended to be reached by all streets shown on the plats, and the carnivals operated thereon depend upon easy access to the premises by the entire community, and by reason of said obstructions access to the premises and operations thereon is entirely prevented over some of the streets of the subdivision and is hindered and impeded generally. Obstruction of "N" Street prevents any access thereto from the Governor Ritchie Highway, except by way of the Baltimore Annapolis Boulevard and on to Crain Highway and south thereon to Railroad Avenue South , a roundabout way through congested business sections. Obstruction of Drum Point Road which leads to Railroad Avenue North and South hinders free flow of traffic to the premises.

4. That on June 18, 1930, an indenture was made between the Curtis Creek Mining, Furnace and Manufacturing Company, on the one hand, and the County Commissioners of Anne Arundel County, on the other, and was executed by both parties, by which the said Company conveyed to the County Commissioners in fee simple, for a stated valuable consideration, all the beds of the streets, roads and alleys shown on the recorded plats of Glen Burnie, except those which had been theretofore specifically conveyed away, for use as public streets, subject to such easements as may have been acquired therein by vendees and grantees under previously executed contracts of sale and deeds or by reason of said plats. The indenture states that upon failure or discontinuance to maintain them for public streets, it shall be lawful for the grantor, its successors and assigns, to re-enter, and then and in such case the indenture to be thenceforth void. This indenture is recorded among the land records in liber F.S.R. 73 folio 357, and a certified copy has been filed as Complainant's Exhibit No. 4. That among the streets shown on said plats are the following, none of

65

which had previously been conveyed away to others:-

(a) "N" Street, from Railroad Avenue North to the Baltimore Annapolis Boulevard, as shown on said plat filed as Complainant's Exhibit 1. Governor Ritchie Highway now exists approximately at the intersection of "N" Street and Baltimore Annapolis Boulevard shown on said plat. The said premises of Franklin E. Maddox and wife abut on "N" Street near its intersection with Baltimore Annapolis Boulevard and Ritchie Highway.

(b) Railroad Avenue North, from Drum Point Road to "N" Street, as shown on said plat.

(c) Railroad Avenue North, from "N" Street to Fourth Avenue South, as shown on said plat, and then continuing on Railroad Avenue North for another block to Fifth Avenue South which does not appear on this plat but is shown on other recorded plats of Glen Burnie included in said indenture.

(d) Drum Point Road, from Railroad Avenue North to the Baltimore Annapolis Boulevard, as shown on said plat.

(e) Griffith Lane, from Railroad Avenue North as shown on amended plat 7 of Glen Burnie,(formerly recorded in plat book F.S.R. 1 folio 59, now recorded in Cabinet 1, Rod R, plat 15, filed herewith as Complainant's Exhibit 1C), to the Governor Ritchie Highway which is located approximately where this plat shows an intersection of Griffith Lane with a 20 foot alley where blocks 703,704,705 join on said plat.

5. That the County Commissioners accepted said streets by joining in said indenture. From time to time thereafter, as lots in the subdivision were built upon and when requests were made for streets, they opened, graded, surfaced, and maintained many of the streets conveyed to them by said indenture. At the time the indenture was made, the only existing public streets of the subdivision were (1) the Baltimore Annapolis Boulevard, (2) Light Street Road also known as Crain Highway, (3) Railroad Avenue South, from "M" Street to Fifth Avenue South, (4) Fifth Avenue South, from Crain Highway until it merged in Harley Bridge Road, (5) Drum Point Road, from Baltimore Annapolis Boulevard to Railroad Avenue North. Other streets had been opened but they were not in or near the vicinity involved in this case. Since the indenture was made, the County has opened, graded, surfaced, maintained Fourth Avenue, "A" Street, "B" Street, "C" Street, "D" Street, parts of Railroad Avenue North, parts of Railroad Avenue South, Maple Lane, First Avenue North, part of Griffith Lane, part of Fifth Avenuem Drum Point Road (part), Third Avenue North, Sixth Street, "M" Street, part of "N" Street, and

in addition thereto other streets, comprising nearly all the streets of the subdivision. That the J. F. Johnson Lumber Company owns nearly all the lots abutting on the streets specified in paragraphs 4(a) to 4(e) inclusive of this bill of complaint; and said streets had not been opened by the County because the lots abutting thereon had not been built upon, and there was no public need for these streets at the time, and no request was made to open same by any lot owner or by Curtis Creek Mining, Furnace and Manufacturing Company, or others. About 1947, the J. F. Johnson Lumber Company applied to the County Commissioners to close said streets, and a committee was appointed and investigated and reported and the application was denied.

About 1946, Glen Burnie began to have a substantial growth and increase of population and business and same has now increased many fold, and its streets gradually became inadequate for traffic and are now very congested with traffic, and a public need and demand has arisen that the specified streets be opened to aid in relieving said congestion, and the County Commissioners have decided that to facilitate movement of traffic and for benefit of the public it is necessary to open said streets and they have decided to do so and have ordered the County Engineer to do so.

Soon after said indenture was made, the Curtis Creek Mining, Furnace and Manufacturing Company disposed of all its remaining lots in the subdivision, and was dissolved by law and went out of existence. In disposing of its remaining property, it conveyed its rights in or to the beds of specified streets which did not include any of the streets here in question, and it did not convey to any successor any rights in or to the beds of the streets here in question, or its residual rights therein, nor did it make any blanket grant of all of its rights pertaining to said subdivision.

6. That in recent years, by gradual encroachment, the J. F. Johnson Lumber Company has placed the following obstructions in the following streets conveyed to the County by said indenture, to the serious deteiment of the County, the County Commissiomers, and the public, and lot owners, and although the County Commissioners and the other plaintiffs have demanded that defendant remove said obstructions it refuses to do so and maintains same continuously and permanently and thereby prevents the County from opening said streets and prevents use of same:-

(a) "N" Street, from Railroad Avenue North to Governor Ritchie Highway, obstructed by large piles of heavy timber in the bed of the street for its entire length, and by a fence across it at its intersection with Railroad Avenue North, and by another fence near its intersection with Ritchie Highway. The said premises of

70

Franklin Maddox and wife abut the latter end of the street, and they are specially damaged as aforesaid.

(b) Railroad Avenue North, from "M" Street to "N" Street, partially obstructed by piles of lumber in the bed of the street for its entire length.

(c) Railroad Avenue North, from "N" Street to Fifth Avenue South, obstructed by piles of lumber and also completely fenced in.

(d) Railroad Avenue North, from Drum Point Road to "M" Street, partially obstructed by sheds projecting out in to the bed of the street.

(e) Drum Point Road, from Railroad Avenue North to Baltimore Annapolis Boulevard, obstructed by an incinerator in the bed of Drum Point Road at or near its intersection with Railroad Avenue North.

(f) Griffith Lane, from Railroad Avenue North to Governor Ritchie Highway, obstructed by piles of lumber and by fences.

7. That the County acquired title to said streets and other streets of the subdivision not only by said indenture but also as follows:- Acts of 1922 Chapter 245 section 23 of the General Assembly of Maryland charged the Anne Arundel County Sanitary Commission with the duty of opening and maintaining streets, as well as that of installing sewer and water pipes and facilities, in a designated area which included all of Glen Burnie Subdivision; and the Curtis Creek Mining, Furnace and Manufacturing Company then placed all of its plats with said Commission for the latter to open streets, and install sewer and water, as needed in the community from time to time in its discretion; and about 1925 the Sanitary Commission with consent of said Company placed sewer and water lines in the beds of the streets of the subdivision including a ten inch trunk line in the bed of "N" Street from Railroad Avenue North to Baltimore Annapolis Boulevard. The Acts of 1927 Chapter 676 section 27 transferred to the County Commissioners the duty to open and maintain streets in this area.

8. That the act of the defendant in placing and maintaining said obstructions in the beds of said streets constitutes a permanent, continuous, tresspass and nuisance, prejudicial to the rights of the public, and of lot owners, and of the County Commissioners, and of Franklin E. Maddox and Emily Maddox, his wife, and of Glen Burnie Improvement Association, Incorporated, causing special damage to the latter plaintiffs apart from that to the general public, and violates a trust created of said streets for benefit of those who purchased lots in the subdivision, and the injury is irreparable, and there is no adequate remedy at law.

71

9. That Franklin E. Maddox and Emily Maddox bring this suit individually, and also as residents and taxpayers of Glen Burnie. That hundreds of lots have been sold and improved along said streets of the subdivision, and as residents and taxpayers they are vitally interested that the streets conveyed to the County and dedicated by plats of record shall be preserved to lot owners and the public and remain open for the use and benefit of said plaintiffs and all other lot owners of the subdivision. That said streets constitute a trust for benefit of said plaintiffs, and of all other present and future lot owners of Glen Burnie subdivision, and they sue on behalf of themselves and of all others similarly situated to enforce the same.

10. That Glen Burnie Improvement Association, Incorporated, is supported by and is an association of the residents of Glen Burnie and vicinity, and on behalf of its said members sponsors improvement of streets and other communal interests; and said conveyance of the streets to the County was for the use and benefit of lot owners who had theretofore purchased or might thereafter purchase lots in said community, and many lots were purchased and improved at great expense on the faith of the streets here in question being public streets, and the County received the same in trust for said lot owners; and said Association as their representative is vitally interested that the streets conveyed to the County and dedicated by plats shall remain open for use and benefit of said lot owners and of the public as intended by said conveyance and dedications, for use of said plaintiff and of said lot owners and residents.

TO THE END THEREFORE: (1) That the defendant, the J. F. Johnson Lumber Company, its agents or servants, and all persons claiming by or through them, be compelled to remove all obstructions and structures placed or erected by them in the streets aforesaid.

(2) And for such other and further relief as the nature of the case may require.

AND AS IN DUTY BOUND, etc.

George Sachse

George Sachse
Glen Burnie, Maryland,
Solicitor for County Commissioners of Anne Arundel County.

Louis M. Strauss

Louis M. Strauss
Towns-Worth Bldg., Annapolis, Md.
Solicitor for Glen Burnie Improvement Association, Incorporated and for Franklin E. Maddox and Emily Maddox, his wife.

Emanuel Clawans

Emanuel Clawans, Towns-Worth Bldg., Annapolis, Md.
For Glen Burnie Improvement Association, Inc. and Franklin Maddox and Emily Maddox, his wife

72

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that on this 1st day of July, 1952, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Franklin E. Maddox, and Adolph F. Nethan, President of Glen Burnie Improvement Association, and made oath in due form of law that the matters and facts set forth in the aforegoing amended bill of complaint are true and bonafide as there stated, to the best of their information, knowledge and belief. Witness my hand and notarial seal.

Emanuel Klawans Notary Public
Emanuel Klawans

Copy mailed to defendant's attorney 7/2/52

Emanuel Klawans
Emanuel Klawans

73

LIBER 91 FOLIO 232

REV. STAMP .50¢

THIS DEED, made this 10th day of January, in the year nineteen hundred and twenty-one by the Curtis Creek Mining, Furnance and Manufacturing Company, a body corporate of the State of Maryland, of the first part, to Frances Sophia Doering of Anne Arundel County, in said State of the second part,

WITNESSETH, that in consideration of the sum of Five Dollars ($5.00) to it in hand paid, the receipt of which is hereby acknowledged the said party of the first part doth hereby grant and convey unto the said party of the second part, her heirs and assigns in fee simple.

ALL that piece or parcel of ground, situate, lying and being in Glen Burnie, in the 5th Election District of Anne Arundel County, in the State aforesaid, known as Lots Nos. 5, 6, & 7 of Block No. 67, on the Amended Plat of Glen Burnie in the possession of the said Curtis Creek Mining Furnance & Manufacturing Company, intended to be recorded among the Land Records of Anne Arundel County, which said piece or parcel of ground are now particularly described as follows:

BEGINNING for the same at the intersection of the North West side of N. Street with the South West side of the Baltimore and Annapolis Boulevard, as laid out on said plat fifty feet (50ft) wide; and running thence along the South West side of said Boulevard Northwesterly one hundred and fifty feet (N. Wsly. 150 ft) to the end of the third line of the land conveyed by the party hereto of the first part to the party hereto of the second part, by Deed dated the 5th day of August, 1918, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 4, folio 443, etc., thence with said third line reversely Southwesterly one hundred and twelve feet two inches (S Wsly 112 ft 2 in) to the end of the third line of the land conveyed by the party hereto of the first part to Marcellus Lohman and wife, by Deed dated the 22nd day of July, 1920, and recorded among said Land Records in Liber W.N.W. No. 22, folio 269, etc.; thence with said third line reversely Southwesterly fifty feet (S Wsly 50 ft.) to a point in the second line of the land conveyed by the party hereto of the first part to Albert G. List and wife, by Deed dated the 22nd day of July 1920, and recorded among the Land Records aforesaid in Liber W.N.W. No. 22, folio 272, etc., distant one

Complainant's Ex. 1B

2 July, 1932

Filed

hundred and fifty-four feet five and one-half inches (154 ft. 5½in.) from M. Street measured on a line at right angles to N. Street; thence along said second line to the end thereof and continuing the same straight line Southeasterly (S Esly) in all one hundred and fifty feet (150 ft.) to the North West side of N. Street, and thence along the North West side of N. Street Northeasterly one hundred and sixty-three feet six and one-half inches (N Esly 163 Ft. 6 ½ in.) to the place of beginning.

BEING part of the same land, which was conveyed to the said Curtis Creek Mining Furnance and Manufacturing Company by William W. Glenn, Trustee, and Charles H. Pitts, by Deed bearing date the 22 d. day of September, 1858, and recorded among the Land Records aforesaid in Liber N.H.G. No. 7, folio 342, &c.

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

TO HAVE AND TO HOLD the said land 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 proper use and benefit of the said Frances Sophia Doering her heirs and assigns in fee simple forever.

AND the said Curtis Creek Mining, Furnace and Manufacturing Company covenants with the said Frances Sophia Doering that it will warrant specially the property hereby granted and that it will execute such further assurance of the same as may be requisite.

AND the said Curtis Creek Mining, Furnance and Manufacturing Company doth hereby constitute and appoint George G. Carey of Baltimore City, in the State aforesaid 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 to take such acknowledgments to the intent that the same may be duly recorded.

WITNESS the corporate seal of the said Curtis Creek Mining, Furnace and Manufacturing Company and the hand of its president.

TEST: John M. Glenn,

Eleanor P. Brown President

ATTEST: (CORPORATE SEAL)

John E. Glaen, Jr.

Secretary

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY, that on this 10th day of January in the year nineteen hundred and twenty-one before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared George G. Carey the Attorney named in the aforegoing Deed and be virtue and in pursuance of the authority therein conferred upon him, acknowledged the said Deed to be the act of the Curtis Creek Mining Furnace and Manufacturing Company.

WITNESS my hand and Notarial Seal.

(NOTARY SEAL) Wm. D. Poulting, Notary Public

Recorded February 1/1921 @ 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

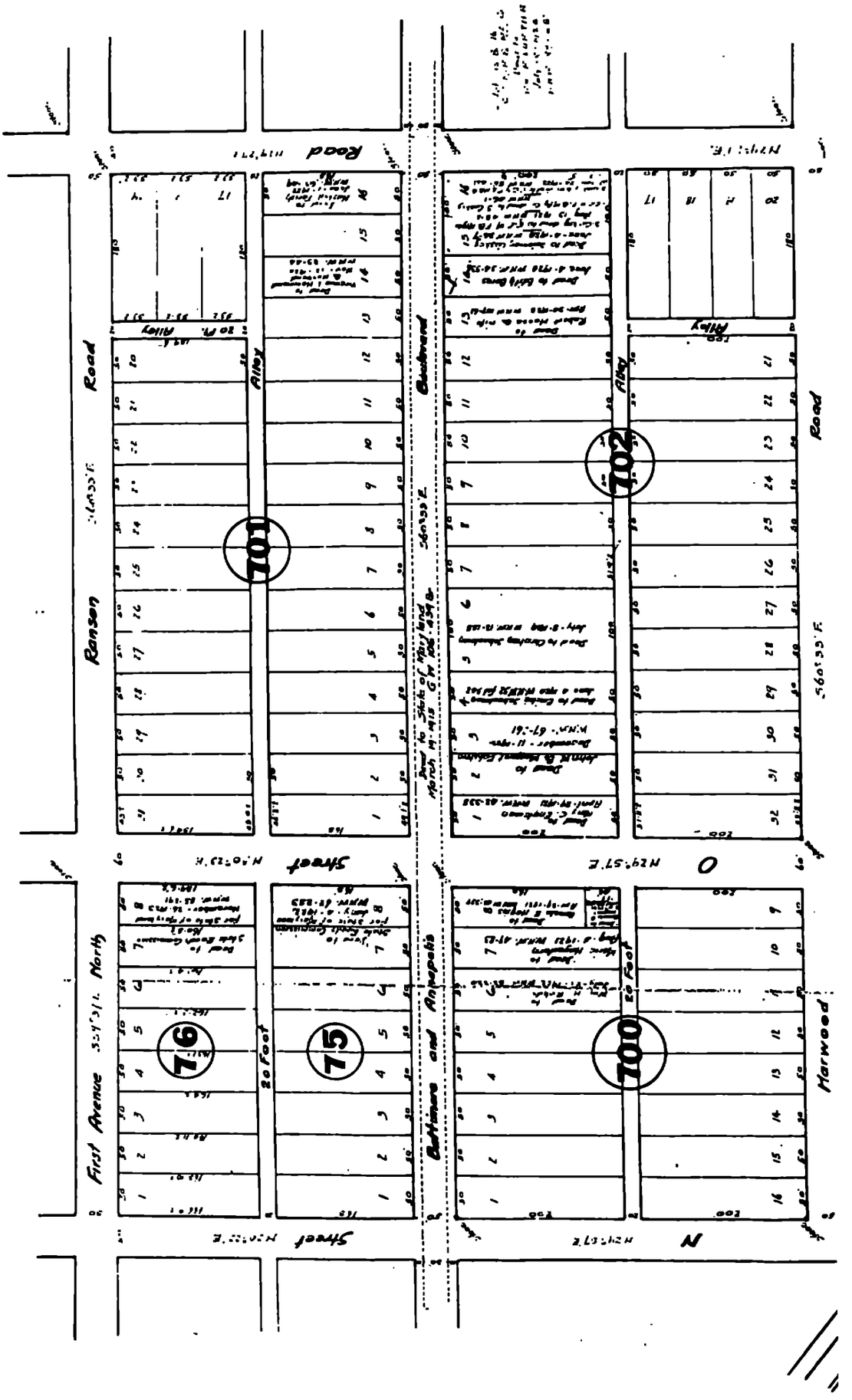
I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber W.N.W. No. 36 folio 255, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 1st day of July, A.D., 1952.

John H. Hopkins, 3rd. Clerk

76

91-235



Ranson Road
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Baltimore and Annapolis
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702
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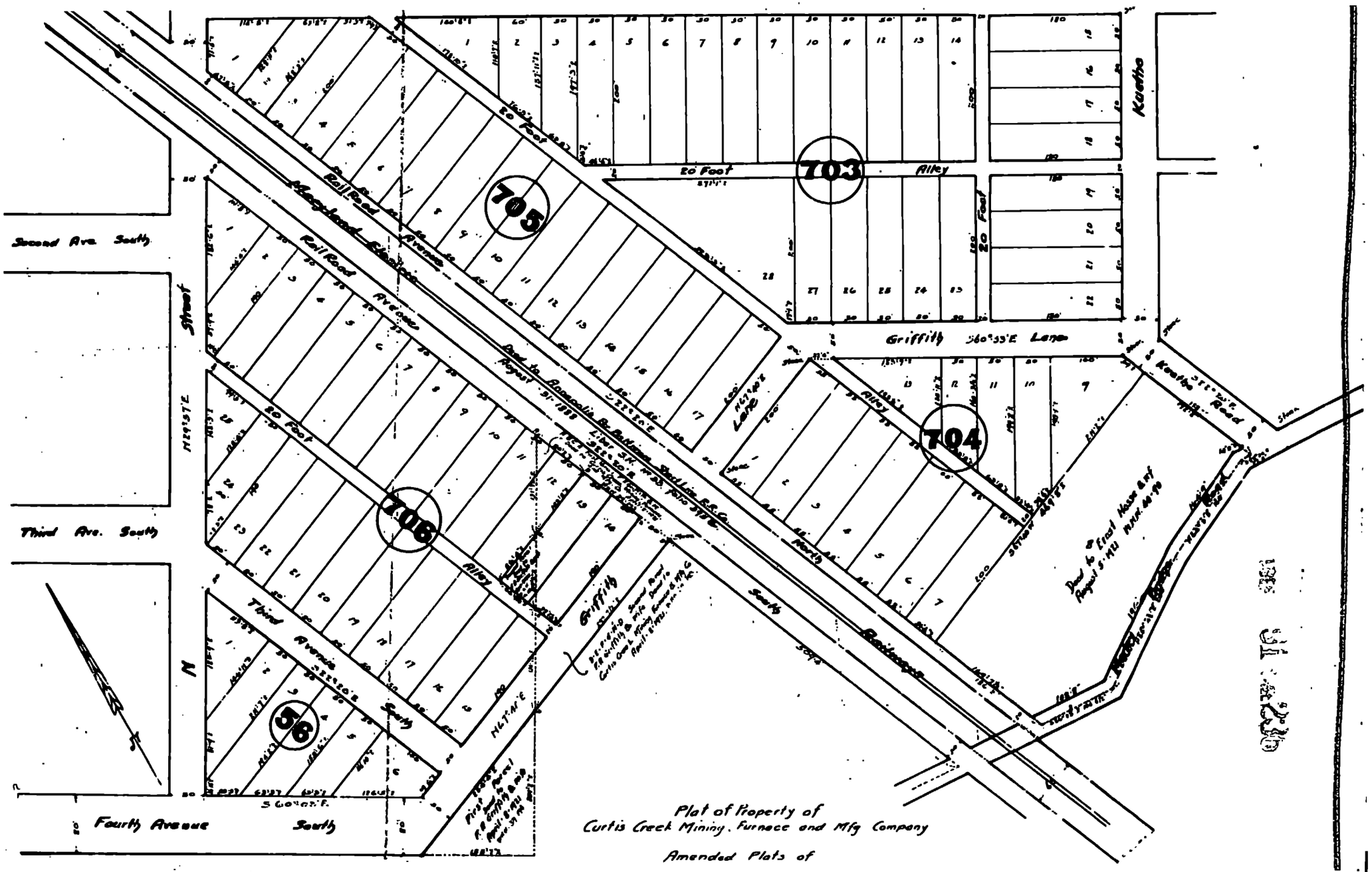

Second Ave. South
Third Ave. South
Fourth Avenue South
Street
N
Railroad Avenue
Maryland Electric
Third Avenue South
Griffith
Kuetho
Kuetho Road
Griffith Lane
Alley
20 Foot
703
704
705
706
56
Plat of Property of
Curtis Creek Mining, Furnace and Mfg Company
Amended Plats of

LIBER 51 PAGE 237[5]

GLEN BURNIE
Plat No. 7

Recorded among the Land Records of Anne Arundel Co in Plat Book Liber F.S.R. No. 1 - folio 59

Note:-
The Title to the beds of all streets and alleys is retained in The Curtis Creek Mining, Furnace and Manufacturing Co except where the description in the conveyance covers the entire bed of the street or alley or any portion thereof. Then merely the portion contained in the description is intended to be conveyed.

Deed to F.A. Griffith & wife
Jan-20-1919
N.N.W. 5-241

Note:- [illegible]

The courses are referred to the Magnetic Meridian of 1912.

Scale: 80 Feet to one inch

[illegible]

Corrected to [illegible]
Revised to August 1-1925
Revised to August 31-1926
Filed January 10-1927.

CABINET No. 1
ROD No. R
PLAT No. 15
Anne Arundel Co.

Filed 2 July 1952

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic and corporate	*	
and	*	No. 9958 Equity
THE GLEN BURNIE IMPROVEMENT ASSOCIATION INCORPORATED, a corporation,	*	IN THE
and	*	CIRCUIT COURT
FRANKLIN E. MADDOX, and EMILY SPEAR MADDOX, his wife	*	FOR
Plaintiffs,	*	ANNE ARUNDEL COUNTY
vs.	*	
THE J. F. JOHNSON LUMBER COMPANY, a corporation	*	
Defendant	*	

* * * * * * *

DEMURRER TO AMENDED BILL OF COMPLAINT OF COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY; GLEN BURNIE IMPROVEMENT ASSOCIATION: AND FRANKLIN E. MADDOX, & HIS WIFE

Filed 2 Aug., 1932.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The demurrer of The J. F. Johnson Lumber Company, a body corporate, respondent in the above entitled cause, respectfully shows:

That your respondent demurs to the amended bill of complaint heretofore filed in these proceedings, and to each paragraph thereof and for cause says:

1. That this Court is without jurisdiction in the premises.

2. That the amended bill of complaint has not set forth a good cause for equitable relief against your respondent.

3. That the complainants have an adequate remedy at law.

4. That the said amended bill of complaint does not set forth facts sufficient to establish a case of irreparable injury.

5. That the amended bill of complaint is not certain and definite in its allegations.

6. That the amended bill of complaint does not show that the complainants have any interest in the subject matter of the bill, or any property rights or public duty in respect to the alleged roads or streets.

7. That the complainants have not alleged that they have suffered or will suffer any special and particular damage different in kind and degree from that experienced in common with that of other citizens.

And for other good and sufficient reasons to be set forth at the

78

hearing.

H. Melvin Bull

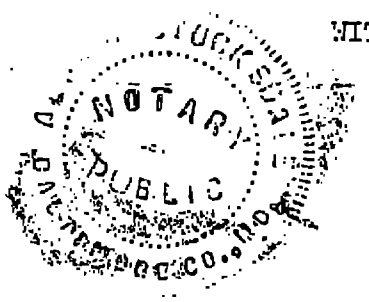
Harold M. Vick

Solicitors for Respondent

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 31st day of July 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Wilmer M. Johnson Vice-President of the J. F. Johnson Lumber Company, a body corporate, and made oath in due form of law that the said demurrer is not filed for the purpose of delay.

WITNESS my hand and Notarial Seal.



Notary Public
Alan H. Stocksdale

I hereby certify that a copy of the aforegoing Demurrer to Amended Bill of Complaint of County Commissioners of Anne Arundel County, Glen Burnie Improvement Association and Franklin E. Maddox and his wife, was mailed to George Sachse, Glen Burnie, Maryland; Louis M. Strauss, Townsworth Bldg., Annapolis, Md.; and Emanuel Klawans, Townsworth Bldg., Annapolis, Md., solicitors for complainants, this 29 day of July 1952.

Harold M. Vick
Solicitor for Respondent

79

Glen Burnie Improvement Ass'n, Inc., a body corporate, et al	)(	No. 9958 Equity
	)(	In the Circuit Court
vs.	)(	for
	)(	Anne Arundel County
The J. F. Johnson Lumber Co., a body corporate	)(	
	)(	

Filed 18 Sept, 1952

ORDER OVERRULING DEMURRER

The demurrer to the amended bill of complaint coming on for hearing and being submitted, counsel were heard and the proceedings read and considered.

It is thereupon, this eighteenth day of September, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED AND ORDERED that said demurrer be, and the same is hereby, overruled, and that the defendant have fifteen days in which to answer the bill of complaint.

James C Clay
JUDGE

80

COUNTY COMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic and corporate,	*	
and	*	No. 9958 Equity
THE GLEN BURNIE IMPROVEMENT ASSOCIATION INCORPORATED, a corporation	*	IN THE CIRCUIT COURT FOR
and	*	ANNE ARUNDEL COUNTY
FRANKLIN E. MADDOX, and EMILY SPEAR MADDOX, his wife,	*	
PLAINTIFFS,	*	
vs.	*	
THE J. F. JOHNSON LUMBER COMPANY, a corporation,	*	
DEFENDANT	*	

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

Filed 6 Oct., 1952.

STIPULATION EXTENDING TIME TO ANSWER

It is stipulated and agreed that the time within which the Defendant in the above entitled case shall answer or make other defense in this case be, and it is hereby extended to OCT 20. 1952., Subject to the approval of the Court.

George Sachse

George Sachse

Louis M. Strauss

Louis M. Strauss

Emanuel Klawans

Emanuel Klawans

Attorneys for Plaintiffs

Harold M. Vick

Harold M. Vick, of Counsel for Defendant

81

Liber 91 Folio 282

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic and corporate,	*	
and	*	No. 9958 Equity
THE GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a corporation	*	In the Circuit Court for
and	*	
FRANKLIN E. MADDOX and EMILY SPEAR MADDOX, his wife,	*	Anne Arundel County
Plaintiffs,	*	
VS.	*	
THE J. F. JOHNSON LUMBER COMPANY, a corporation	*	
Defendant		

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

ANSWER TO AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGE OF SAID COURT:-

The Answer of the J. F. Johnson Lumber Company, the Defendant in the above entitled case, to the Amended Bill of Complaint heretofore filed, respectfully says:

1. That the Defendant admits all of the matters and things set forth in paragraph 1 of the Amended Bill of Complaint, except that it denies that portion of said paragraph 1 stating that "The streets involved in this case are shown on Amended Plat No. 4, recorded among the Plat Records of said County in Cabinet 1, Rod R, Plat 14 (formerly Plat Bood FSR 1 folio 58), referred to as "Complainant's Exhibit No. 1", and demands strict proof thereof.

2. That the Defendant answering paragraph 2 of said Amended Bill of Complaint admits the conveyance of Lots 5, 6 & 7, Block 67 (Complainant's Exhibit No. 1) from Curtis Creek Mining, Furnace and Manufacturing Company to Frances S. Doering, by deed dated January 10, 1921, (Complainant's Exhibit 1-B) and that part of same was by deed dated July 24, 1940, (Complainant's Exhibit 1-A) conveyed to Franklin E. Maddox and wife, one of the Plaintiffs herein, and

82

Filed 14 Mar., 1955.

that at the time of the latter conveyance the Governor Ritchie Highway had been constructed across a part of this property, but denies all other matters and things alleged in this paragraph 2 of said Amended Bill of Complaint, and demands strict proof thereof.

3. That the Defendant answering paragraph 3 of said Amended Bill of Complaint, admits that the Curtis Creek Mining, Furnace and Manufacturing Company, conveyed to the Glen Burnie Improvement Association, Incorporated, all of Block 49, and some lots in Block 45, by deed dated January 9, 1922, recorded among the Land Records of Anne Arundel County in Liber WNW No. 50, folio 143, referred to as Complainant's Exhibit No. 2; and admits that this property does not abut on the streets which are the subject of this proceeding, but denies all other matters and things therein alleged and demands strict proof thereof.

4. That answering paragraph 4 of said Amended Bill of Complaint the Defendant admits the execution of the indenture, dated June 18, 1930, (Plaintiff's Exhibit No. 4), by and between the Curtis Creek Mining, Furnace and Manufacturing Company and The County Commissioners of Anne Arundel County by which the Curtis Creek Min ing, Furnace and Manufacturing Company conveyed all the beds of streets, roads and alleys shown on the recorded plats of Glen Burnie, except those not theretofore specifically conveyed away, but says that such indenture is void as to the streets, roads and alleys, the subject of paragraph 4, by reason of the failure of the County Commissioners of Anne Arundel County, the Grantees under the said indenture, to open or maintain any of the streets, roads or alleys, which are the subject of this paragraph 4, and that in accordance with the terms of this indenture the surviving directors of the Curtis Creek Mining, Furnace and Manufacturing Company did in pursuance of their right of re-entry conv ey all of their right, title and interest in and to the bed of N Street (Railroad Avenue North to the Governor Ritchie Highway), by deed dated February 23, 1950, from John M. Glenn et al to the J. F. Johnson Lumber Company.

85

That further in answer to paragraph 4, the Defendant denies the allegation that none of the streets mentioned in paragraph 4 (a), to (e), inclusive, of said Amended Bill of Complaint, had previously been conveyed away to others, and demands strict prrof of same.

The Defendant particularly answering paragraph 4 (e) of the Amended Bill of Complaint believes and therefore avers that the Curtis Creek Mining, Furnace and Manufacturing Company divested itself of all of its right, title and interest in and to the bed of Railroad Avenue North, from the Northeast side thereof to the center line thereof, from N. Street to Fifth Avenue South, by deed from Curtis Creek Mining, Furnace and Manufacturing Company to Joshua F. Johnson et al, dated July 8, 1927, and recorded among the Land Records of Anne Arundel County in Liber FSR No. 20 folio 35 and by subsequent conveyances fee simple title to this portion of Railroad Avenue North became vested in the Defendant.

And the Defendant particularly answering paragraph 4 (e) believes and therefore avers that the Curtis Creek Mining, Furnace and Manufacturing Company divested itself of all of its right, title and interest in and to the bed of Griffith Lane, from Railroad Avenue North to the Governor Ritchie Highway, by deed from Curtis Creek Mining, Furnace and Manufacturing Company to Joshua F. Johnson et al, dated July 8, 1927 and recorded among the Land Records of Anne Arundel County in Liber FSR No. 20 folio 35, and by subsequent conveyance fee simple title to this portion of Griffith Lane became vested in the Defendant.

5. Answering paragraph 5 of said Amended Bill of Complaint the Defendant admits that the J. F. Johnson Lumber Company owns nearly all the lots abutting on the streets specified in paragraph 4 (a) to 4 (e) of the Amended Bill of Complaint, but has no knowledge and therefore denies all other matters and things alleged therein.

6. Answering paragraph 6 (a) of said Amended Bill of Complaint the Defendant neither admits nor denies the allegations contained therein, but demands strict proof thereof.

84

Answering paragraph 6 (b) of said Amended Bill of Complaint the Defendant neither admits nor denies the allegations contained therein, but demands strict proof thereof.

Answering paragraph 6 (c) the Defendant admits that that portion of Railroad Avenue North referred to in these proceedings as N Street to Fifth Avenue South is fenced in, but that none of these Plaintiffs have any rights, ways or easements therein.

Answering paragraph 6 (d) the Defendant denies the allegation contained therein, except that it admits the construction of sheds on a portion of Railroad Avenue North between Drum Point Road and M Street, but without admitting the truth of said allegation, it says that the rights, if any, of any of these Plaintiffs have not been destroyed or interfered with to such an extent as to entitle them to the injunctive relief prayed.

Answering paragraph 6 (e) the Defendant denies the allegation contained therein, except that it admits the erection of an incinerator on Drum Point Road, at or near its intersection with Railroad Avenue North, but without admitting that said incinerator is located in the bed of Drum Point Road, it says that the rights, if any, of any of these Plaintiffs have not been destroyed or interfered with to such an extent as to entitle them to the injunctive relief prayed.

Answering paragraph 6 (f) the Defendant admits that that portion of Griffith Lane referred to in these proceedings is fenced in, but says that none of these Plaintiffs have any rights, ways or easements therein.

7. Answering paragraph 7 of said Amended Bill of Complaint the Defendant neither admits nor denies the allegations contained therein, but demands strict proof thereof.

8. Answering paragraph 8 of said Amended Bill of Complaint the Defendant denies the allegations contained therein.

9. Answering paragraph 9 of said Amended Bill of Complaint

85

the Defendant denies the allegations contained therein.

10. Answering paragraph 10 of said Amended Bill of Complaint the defendant says that he has no knowledge thereof, and therefore neither admits nor denies the allegations contained therein, but demands strict proof thereof.

And further answering said Amended Bill of Complaint, and each and every paragraph thereof, this Defendant says that the incinerator referred to as obstructing Drum Point Road, from Railroad Avenue North to Baltimore Annapolis Boulevard, was erected in 1942 and the sheds referred to as obstructing Railroad Avenue North were erected in 1927 at great expense to this Defendant and have been maintained and taxes paid thereon to the County Commissioners of Anne Arundel County ever since, and that the removal thereof would be a great hardship on this Defendant; and further this Defendant says that the projection of the buildings alleged, if they do project into the bed of these streets and roads, are of a trivial nature and do not interfere with their reasonable use by the Complainants; and further that any allegations in this Amended Bill of Complaint not specifically answered are hereby denied and strict proof thereof requested.

Wherefore having fully answered said Amended Bill of Complaint, the Defendant prays that the same may be dismissed with his costs.

Harold M. Vick
Harold M. Vick

James W. Blackhurst
James W. Blackhurst
Glen Burnie, Maryland
Solicitors for Defendant

86

I hereby certify that a copy of the aforegoing was mailed to George Sachse, Esq., Glen Burnie, Maryland, Solicitor for County Commissioners of Anne Arundel County, Louis M. Straus, Esq., Annapolis, Maryland, Solicitor for Glen Burnie Improvement Association, Incorporated, and for Franklin E. Maddox and Emily Maddox, his wife, and Emanuel Klawans, Solicitor for Glen Burnie Improvement Association, Incorporated.

James W. Blackhurst
Of Counsel for Defendant

87

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic and corporate,	:	
and	:	NO. 9958 EQUITY
THE GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a corporation,	:	IN THE
and	:	CIRCUIT COURT
FRANKLIN E. MADDOX, and EMILY SPEAR MADDOX, his wife,	:	FOR
Plaintiffs,	:	ANNE ARUNDEL COUNTY
vs.	:	
THE J. F. JOHNSON LUMBER COMPANY, a corporation,	:	
Defendant	:	

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

STIPULATIONS

It is hereby stipulated and agreed by and between Plaintiffs and Defendant, by their respective attorneys that the following stipulated facts be admitted in evidence:

FIRST: It is agreed that the Land Records of Anne Arundel County disclose the following:

(a) That the County Commissioners hold fee simple title to the beds of the following streets subject to such rights of way over same as may exist on the part of lot owners in the subdivision:

(1) "N" Street, from Railroad Avenue North to the Baltimore Annapolis Boulevard, as shown on a plat recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod R, Plat 14.

(2) Railroad Avenue North, from "N" Street to Fourth Avenue South, as shown on said plat, and then continuing on Railroad Avenue North for another block to Fifth Avenue South shown on other recorded plats of the subdivision.

(3) Railroad Avenue North, from Drum Point Road to "N" Street, as shown on said plat.

(4) Drum Point Road, from Railroad Avenue North to the Baltimore Annapolis Boulevard, as shown on said plat.

88

Filed 6 May, 1955

SECOND: It is agreed that Franklin E. Maddox and Emily Spear Maddox, his wife, are abutting property owners on "N" Street.

THIRD: It is agreed that the Land Records of Anne Arundel County disclose that The J. F. Johnson Lumber Company own the fee simple title to the bed of Griffith Lane lying and being between Block Nos. 704A and 705A and extending from Railroad Avenue North to Governor Ritchie Highway, as shown on Plat No. 7 of Glen Burnie, which is a part of Plat No. 4 Amended and filed among the Land Records of Anne Arundel County in File Cabinet No. 1-Rod A7-Plat 6.

FOURTH: It is agreed that the Land Records of Anne Arundel County disclose that the Curtis Creek Mining, Furnace and Manufacturing Company conveyed to the Glen Burnie Improvement Association, Incorporated, Block 49 and some lots in Block 45 by Deed dated January 9, 1922, and recorded in Liber W.N.W. No. 50, Folio 143, for the purpose of maintaining a park and playground and that none of this property abuts on any of the streets which are the subject of this litigation, lying North of Railroad Avenue, North.

George Sachse

George Sachse
Attorney for the County Commissioners of Anne Arundel County

Louis M. Strauss

Emanuel Klawans

Emanuel Klawans
Attorneys for the Glen Burnie Improvement Association, Incorporated, and for Franklin E. Maddox and Emily Spear Maddox, his wife.

James W. Blackhurst

James W. Blackhurst

Harold M. Vick

Harold M. Vick
Attorneys for The J. F. Johnson Lumber Company

89

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic and corporate,	
and	
THE GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a corporation,	
and	NO. 9958 EQUITY
FRANKLIN E. MADDOX, and EMILY SPEAR MADDOX, his wife,	IN THE CIRCUIT COURT
Plaintiffs,	FOR
vs.	ANNE ARUNDEL COUNTY
THE J. F. JOHNSON LUMBER COMPANY, a corporation,	
Defendant	

: : : : ::: : : : :

STIPULATION AND CONSENT TO DECREE

The Plaintiffs and the Defendant in the above-entitled case, do hereby stipulate and agree that, subject to the approval of this Court, a Decree be passed herein on all matters in the Amended Bill, Answer and Stipulations filed therein, in the form following, that is to say:

DECREE

The Amended Bill of Complaint, Answer, Stipulations, and Stipulation and Consent to Decree having been considered, it is this _____ day of _____, 1953, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That the County Commissioners of Anne Arundel County now hold fee simple title to the beds of the following streetsin Glen Burnie subdivision, as shown on plats of record, and subject to such rights of way over the same as may exist on the part of owners of lots in the subdivision:

(a) "N" Street, from Railroad Avenue North to the Baltimore Annapolis Boulevard, as shown on a plat recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod R, Plat 14.

(b) Railroad Avenue North, from "N" Street to Fourth Avenue South, as shown on said plat, and then continuing on Railroad Avenue North for another block to Fifth Avenue South shown on other recorded plats of the subdivision.

90

Filed 6 May, 1953

(c) Railroad Avenue North, from Drum Point Road to "N" Street, as shown on said plat.

(d) Drum Point Road, from Railroad Avenue North to the Baltimore-Annapolis Boulevard, as shown on said plat.

2. That Franklin E. Maddox and Emily Spear Maddox, his wife, are are entitled to a right of way, appurtenant to their lots 5,6,7, Block 67 shown on said plat, over "N" Street to Railroad Avenue North, and over the latter to Light Street Road also known as Crain Highway.

3. That the Glen Burnie Improvement Association, in a representative capacity, on behalf of owners of lots in the subdivision, with other members of the public is entitled to rights of way over all of the above streets set out in Paragraph One appurtenant to Block 49 and its lots in Block 45 shown on said plats.

4. That The J. F. Johnson Lumber Company holds the fee simple title to the bed of Griffith Lane lying and being between Block Nos. 704A and 705A and extending from Railroad Avenue North to Governor Ritchie Highway, as shown on Plat No. 7 of Glen Burnie, which is a part of Plat No. 4 amended and filed among the Land Records of Anne Arundel County in File Cabinet No. 1-A7-6.

5. That The J. F. Johnson Lumber Company is hereby enjoined to remove all obstructions placed by it in any of the streets named in Paragraph One hereof as and when each of said streets is opened by the County Commissioners for Anne Arundel County. to public use

George Sachse
George Sachse, Attorney for
County Commissioners for AnneArundel Co.

Emanuel Klawans and

Louis M. Strauss

Attorneys for Glen Burnie Improvement Ass'n, and Franklin E. Maddox and Emily Spear Maddox

James W. Blackhurst
James W. Blackhurst, Attorney for
The J.F. Johnson Lumber Company

County Commissioners for
Anne Arundel County

By Adolph L Loerner
President

Glen Burnie Improvement
Association, Incorporated

By W. Padfield
William Padfield, President

Franklin E. Maddox
Franklin E. Maddox

Emily Spear Maddox
Emily Spear Maddox

The J. F. Johnson Lumber Company

By Turner [illegible]

91

LIBER 91 FOLIO 252

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY, a body politic and corporate,	:	
and	:	NO. 9958 EQUITY
THE GLEN BURNIE IMPROVEMENT ASSOCIATION, INCORPORATED, a corporation,	:	IN THE
and	:	CIRCUIT COURT
FRANKLIN E. MADDOX, and EMILY SPEAR MADDOX, his wife,	:	FOR
Plaintiffs,	:	ANNE ARUNDEL COUNTY
vs.	:	
THE J. F. JOHNSON LUMBER COMPANY, a corporation,	:	
Defendant.	:	

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

D E C R E E

The Amended Bill Of Complaint, Answer, Stipulations, and Stipulation and Consent to Decree having been considered, it is this 6th day of May, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That the County Commissioners of Anne Arundel County now hold fee simple title to the beds of the following streets in Glen Burnie subdivision, as shown on plats of record, and subject to such rights of way over the same as may exist on the part of owners of lots in the subdivision:

a. "N" Street, from Railroad Avenue North to the Baltimore Annapolis Boulevard, as shown on a plat recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod R, Plat 14.

b. Railroad Avenue North, from "N" Street to Fourth Avenue South, as shown on said plat, and then continuing on Railroad Avenue North for another block to Fifth Avenue South shown on other recorded plats of the subdivision.

c. Railroad Avenue North, from Drum Point Road to "N" Street, as shown on said plat.

92

Filed 6 May, 1955

d. Drum Point Road, from Railroad Avenue North to the Baltimore-Annapolis Boulevard, as shown on said plat.

2. That Franklin E. Maddox and Emily Spear Maddox, his wife, are entitled to a right of way, appurtenant to their Lots 5, 6, 7, Block 67 shown on said plat, over "N" Street to Railroad Avenue North, and over the latter to Light Street Road also known as Crain Highway.

3. That the GlenBurne Improvement Association, in a representative capacity, on behalf of owners of lots in the subdivision, with other members of the public is entitled to rights of way over all of the above streets set out in Paragraph One appurtenant to Block 49 and its lots in Block 45 shown on said plats.

4. That The J. F. Johnson Lumber Company holds the fee simple title to the bed of Griffith Lane lying and being between Block Nos. 704A and 705A and extending from Railroad Avenue North to Governor Ritchie Highway, as shown on Plat No. 7 of Glen Burnie, which is a part of Plat No. 4 amended and filed among the Land Records of Anne Arundel County in File Cabinet No. 1-Rod A7-Plat 6.

5. That The J. F. Johnson Lumber Company is hereby enjoined to remove all obstructions placed by it in any of the streets named in Paragraph One hereof as and when each of said streets is opened to public use by the County Commissioners for Anne Arundel County.

Benjamin Michaelson
Judge

93

31 254

MICHAEL DEMYAN 16 Crain Highway S.W. Glen Burnie, Maryland	:	IN THE
vs	:	CIRCUIT COURT
MERRITT D. BOOTH 72 Symphony Road Boston, Massachusetts	:	FOR
AND any persons claiming to have an interest in the property known as Lots No. 45, 46, 47, 48, 49 and 50, as shown on the Plat of Thompson Farms, Fourth Election Disrict of Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY IN EQUITY NO. 11,217

. . . . . .

BILL OF COMPLAINT TO FORECLOSE
EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining says:

1. That a search of the Land Records, the Equity and Law records, and the records of the Register of Wills of Anne Arundel County, disclose that the Defendant was the owner of the hereinafter described properties at the time they were sold at tax sales by the Collector of taxes for the State of Maryland and Anne Arundel County to the County Commissioners of Anne Arundel County on October 11, 1943.

2. That the Commissioners of Anne Arundel County had disposed of their interest in said lots and by mesne conveyance the hereinafter described lots were conveyed to the Complainant by deed dated December 29, 1949, which deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 552, Folio 11; the original deed is filed herewith, marked Exhibit No. 1 and prayed to be taken as a part hereof.

3. That on the 13th day of December, 1954, Joseph H. Griscom, Sr., Collector of Taxes for Anne Arundel County and the State of Maryland, issued a certificate of tax sale for the hereinafter described property in accordance with the provisions contained in Section 84, of Article 81, Annotated Code of Maryland,

Filed 21 Dec., 1954

1951 Edition, and which certificate was duly assigned to the Petitioner by the Commissioners of Anne Arundel County as will more fully appear by reference to said certificate of tax sale filed herein as Complainant's Exhibit No. 2 and prayed to be taken as a part hereof.

4. That the properties described in said certificate of tax sale are as follows:

> Tax sale certificate No. 2082: All those lots of ground situate and lying in the Fourth Election District of Anne Arundel County and known as lots No. 45, 46,47, 48, 49 and 50, as shown on the Plat of Thompson Farms, recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No. 1, Section 3, Folio 283; now Plat Cabinet No. 2, Rod D-1, Plat No. 181. Being the same lots of ground which were conveyed by David S. Ross to Merritt Daniel Booth, by deed dated August 16, 1933 and recorded among the aforesaid Land Records in Liber F.S.R. 113, Folio 224; and assessed on the date of the collector's sale to Merritt Daniel Booth, whose last known address was 72 Symphony Road, Boston, Massachusetts. The amount due on the date of sale was $20.62.

5. The aforementioned real estate has not been redeemed by the Defendant herein or anyone claiming through him, although more than a year and a day has elapsed from the aforesaid date of tax sale.

6. That to redeem these properties it is necessary for the Respondent to pay the sum set out after the description of the properties, together with interest, taxes and penalties accruing subsequent to the date of sale as provided for in Section 91 of Article 81, Annotated Code of Maryland, 1951 Edition.

7. That your Orator prays that he be granted an Order of Publication, giving notice to the said Merritt D. Booth, a non-resident, of the object and substance of the Bill of Complaint, warning him to be and appear in person or by Solicitor, in this Honorable Court, on a certain day to be named therein, to show cause, if any he may have, why a decree should not be passed as prayed.

TO THE END, THEREFORE:

A. That a final decree be passed foreclosing all rights or redemption of the Respondent or any one claiming by or through him of any interest in and to the properties herein described.

2

B. That the final decree herein provide that the Treasurer of Anne Arundel County, execute to the Petitioner a deed to the properties herein described, and vesting in him a good and marketable title, indefeasible, absolute and in fee simple, clear and free of any liens, claims and encumbrances.

C. And for such other and further relief as the nature of the Plaintiff's case may require.

AND as in duty bound, etc.

Michael Demyan

Michael Demyan
16 Crain Highway S.W.
Glen Burnie, Maryland
Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 20th day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Michael Demyan, and he 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.

Amelia H. Tubman

Amelia H. Tubman
Notary Public

3

no stamps required

LIBER 91 PAGE 257
LIBER 552 PAGE 411

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

This Deed, Made this 29th day of December

in the year one thousand nine hundred and forty nine, by and between John Demyan, Jr, and Florence V. Demyan, his wife, parties of the first part, "GRANTORS",----

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

Michael Demyan, unmarried, of Glen Burnie, Anne Arundel County, State of Maryland----------

of the second part, "GRANTEE".

Witnesseth, that in consideration of the sum of One Dollar and other good and valuable considerations, ----------

the said ----------GRANTORS----------

do grant and convey unto the said Michael Demyan, unmarried, his----------

---------- heirs and assigns, in fee simple, all those lots of ground at Thompson Farms, Fourth Election District of Anne Arundel County ~~of ground, situate, lying and being in~~ State of Maryland----------, aforesaid, and described as follows, that is to say:—

~~Beginning for the~~ BEING known and designated as Lots Nos. 45-46-47-48-49 and 50 as shown on the Plat of Thompson Farms recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. No.1, Section 3, folio 283; now Plat Cabinet No. 2, Rod D 1, Plat No. 184.

BEING ALSO the same property which John Demyan, Jr, acquired from the County Commissioners of Anne Arundel County, a body corporate, et al, by deed dated August 21st, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.375, folio 462.

Complainant's Exhibit No. 1
Filed 21 Dec., 1954.

4

LIBER 91 PAGE 258

LIBER 552 PAGE 412

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

To Have and To Hold the said lot s 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

Michael Demyan, his----------heirs and assigns, in fee simple.

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

Witness the hand and seal of said grantor

TEST:

Amelia H. Tubman

Amelia H. Tubman

John Demyan, Jr. (SEAL)

Florence V. Demyan (SEAL)

Florence V. Demyan

5

LIBER 91 PAGE 233 LIBER 552 PAGE 413

STATE OF MARYLAND, ANNE ARUNDEL COUNTY , to wit:

I HEREBY CERTIFY, That on this 29th day of December in the year one thousand nine hundred and forty nine , before me, the subscriber, a Notary Public of the State of Maryland, in and for the County and State---------aforesaid, personally appeared John Demyan, Jr, and Florence V. Demyan, his wife,---------

the above named grantors , and they acknowledged the foregoing Deed to be their act.

As Witness my hand and Notarial Seal.

Amelia H. Tubman
Amelia H. Tubman Notary Public.

Recorded December 30th. 1949 at 3:20 P.M.

D E E D

FROM JOHN DEMYAN, JR. and FLORENCE V. DEMYAN, his wife.

TO MICHAEL DEMYAN

BLOCK NO.

Received for Record 30 Dec 1949 at 3:20 o'clock P.M. Same day recorded in Liber 552 No. 552 Folio 411 &c., one of the Land Records of Baltimore, and examined per , Clerk.

Cost of Record, $

The Daily Record Company, Baltimore, Md.

6

LIBER 91 PAGE 260

2082

CERTIFICATE OF TAX SALE

I, Joseph H Griscom Sr., 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 20 Dollars and 62 Cents, of which — Dollars has been paid as a deposit on the property in 4 District described as Lots 45-46-47-48-49-50 Situated at Thompson Farms, A A Co.

and assessed to Merritt D. Booth

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 13 day of December 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct: December

I hereby certify, that on this 13 day of October, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Exhibit No. 2
Filed 21 Dec., 1954

December 21st, 1954

For value received, the Commissioners of Anne Arundel County do hereby assign unto Michael Demyan all of their right, title and interest in and to all of those lots of ground described on the reverse side of this paper; being all of their interest in and to Lots No. 45, 46, 47, 48, 49 and 50 as shown on the Plat of Thompson Farms, Fourth Election District of Anne Arundel County, Maryland.

Witness the hand and seal of the said County Commissioners by Ralph L. Lowman, the President thereof, and witnessed by Secretary thereof.

Commissioners of Anne Arundel County

By Ralph L. Lowman
Ralph L. Lowman, President

Witness:

Lucy F. Loskosky
Lucy F. Loskosky. Secy.

OK. Mary Thurlow
Comp

MICHAEL DEMYAN 16 Crain Highway S.W. Glen Burnie, Maryland	:	IN THE
vs	:	CIRCUIT COURT
MERRITT D. BOOTH 72 Symphony Road Boston, Massachusetts	:	FOR
AND any persons claiming to have an interest in the property known as Lots No. 45, 46, 47, 48, 49 and 50, as shown on the Plat of Thompson Farms, Fourth Election District of Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY IN EQUITY NO. 11,217

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Fourth Election District of Anne Arundel County which were sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the County Commissioners of Anne Arundel County and by mesne conveyances the interest so conveyed, became vested in the Complainant.

> All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County, known as Lots No. 45, 46, 47, 48, 49 and 50, as shown on the Plat of Thompson Farms. Being the same property conveyed to Merritt D. Booth by David S. Ross, by deed dated August 16, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 113, Folio 224, and described in Treasurer's Certificate as Lots No. 45, 46, 47, 48, 49 and 50 of Thompson Farms; and assessed to Merritt D. Booth when sold by the Collector to the County Commissioners of Anne Arundel County on or about October 10, 1943 for the sum of $20.62.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day has elapsed since the date of the collector's sale.

It is thereupon this 21 day of December, 1954, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons

Filed 21 Dec., 1954.

LIBER 31 PAGE 203

interested in said property to be and appear in this Honorable Court by the 2 day of ~~February~~ March, 1955, and redeem the property and answer the Bill, or thereafter a final decree will be passed foreclosing all rights of redemption in the properties and vesting in the Plaintiff a title free and clear of all encumbrances.

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

9

LIBER 91 PAGE 264

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN EQUITY No. 11,217

MICHAEL DEMYAN
16 Crain Highway, S. W.
Glen Burnie, Maryland
vs.
MERRITT D. BOOTH
72 Symphony Road
Boston, Massachusetts
AND any persons claiming to have an interest in the property known as Lots No. 45, 46, 47, 48, 49 and 50, as shown on the Plat of Thompson Farms, Fourth Election District of Anne Arundel County, Maryland

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Fourth Election District of Anne Arundel County which were sold by the Collector of Taxes for Anne Arundel County and the State of Maryland to the County Commissioners of Anne Arundel County and by mesne conveyances the interest so conveyed, became vested in the Complainant.

All those lots of ground situate, lying and being in the Fourth Election District of Anne Arundel County, known as Lots No. 45, 46, 47, 48, 49 and 50, as shown on the Plat of Thompson Farms. Being the same property conveyed to Merritt D. Booth by David S. Ross, by deed dated August 16, 1933, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 113, Folio 224, and described in Treasurer's Certificate as Lots No. 45, 46, 47, 48, 49 and 50 of Thompson Farms; and assessed to Merritt D. Booth when sold by the Collector to the County Commissioners of Anne Arundel County on or about October 10, 1943, for the sum of $20.62.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day has elapsed since the date of the collector's sale.

It is thereupon this 21st day of December, 1954, by the Circuit Court for Anne Arundel County in Equity, ORDERED that notice be given by insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Honorable Court by the 2nd day of March, 1955, and redeem the property and answer the Bill, or thereafter a final decree will be passed foreclosing all rights of redemption in the properties and vesting in the Plaintiff a title free and clear of all encumbrances.

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

J-20

10

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 of Publication — Eq. 11217

Merritt D. Booth

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 2nd day of March, 1955. The first insertion being made the 30th day of December, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 7 Feb., 1955

94 205

MICHAEL DEMYAN
ATTORNEY AT LAW
16 CRAIN HIGHWAY, S. W.
GLEN BURNIE, MARYLAND

REGISTERED
RETURN RECEIPT REQUESTED

Retrial
3-18-55
JB 649

Sender Notified
Date
MAR 22 1955

Mr. Merrill D. Booth
72 Symphony Road
Boston, Massachusetts

Return to sender

No. 2814

RETURN RECEIPT REQUESTED

D.S.
7

Plaintiff's Exhibit No. 3

Filed 12 Apr, 1955

LIBER 91 PAGE 266 No. 36223

The Commonwealth of Massachusetts

OFFICE OF THE SECRETARY
DIVISION OF VITAL STATISTICS

State House
Boston 33, Mass.

COPY OF RECORD OF DEATH

I, the undersigned, hereby certify that I am the Secretary of the Commonwealth of Massachusetts; that as such I have the custody of the records of death required by law to be kept in my office; that among such records is one relating to the death of

Merritt Booth

and that the following is a true copy of so much of said record as relates to said death, namely:—

Name: Merritt Booth
Date of Death: Feb 14 1941
Place of Death: Boston
Residence at time of Death: 72 Symphony Rd
Sex: Male Color: White Single, Mar., Wid. or Div.: Married
Husband or Wife of: Theresa M C (if veteran, specify war): World
Age: 57-2 yrs. Occupation: Navigator
Birthplace: Nashua N. Hampshire
Immediate Cause of Death: Fibroplastic arteritis and endocarditis
Due to: Pulmonary congestion and oedema
Due to:

FATHER	MOTHER
Full Name: Daniel Booth	Maiden Name: Addie C Dean
Birthplace: Nashua, N. H.	Birthplace: Melford, N. H.
Date of Record: Feb 19, 1941	Place of Burial: Mt Hope

And I do hereby certify that the foregoing is a true copy from said records.
WITNESS my hand and the GREAT SEAL OF THE COMMONWEALTH at Boston
on this 2nd day of June A. D. 19 45

Edward J. Cronin

SECRETARY OF THE COMMONWEALTH

Year 1941
Vol. 9
Page 297
No. 1934

12

MICHAEL DEMYAN 16 Crain Highway, S.W. Glen Burnie, Maryland	:	IN THE
vs	:	CIRCUIT COURT
MERRITT D.BOOTH 72 Symphony Road Boston, Massachusetts	:	FOR ANNE ARUNDEL COUNTY
AND any persons claiming to have an interest in the property known as Lots No. 45, 46, 47, 48, 49 and 50, as shown on the Plat of Thompson Farms, Fourth Election District of Anne Arundel County, Maryland.	:	IN EQUITY NO. 11,217

DECREE PRO CONFESSO

1. It appearing in the proceedings in this cause that the Order of Publication heretofore issued herein, was duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, against the Defendant, Merritt D. Booth, and all persons claiming to have an interest in the real estate therein described, as assessed to the Defendant, Merritt D. Booth, by the Treasurer of Anne Arundel County.

2. And it further appears that said Defendant, Merritt D. Booth, has failed to enter his appearance herein in person or by Solicitor, has failed to file an Answer to the Bill of Complaint, and the time within which said Defendant, Merritt D. Booth, could so appear and file an Answer has now expired.

It is thereupon, this 13th day of ~~March~~ April, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED, that the Bill of Complaint, be, and the same is hereby, taken Pro Confesso against the Defendant, Merritt D. Booth, and all persons having or claiming to have any interest in the real estate therein described, as the same is assessed to the Defendant on the books of the County Treasurer.

Benjamin Michaelson

Judge

13

Filed 13 Apr., 1955.

MICHAEL DEMYAN 16 Crain Highway, S.W. Glen Burnie, Maryland	:	IN THE
vs	:	CIRCUIT COURT
MERRITT D. BOOTH 72 Symphony Road Boston, Massachusetts	:	FOR ANNE ARUNDEL COUNTY
AND any persons claiming to have an interest in the property known as Lots No. 45, 46, 47, 48, 49 and 50, as shown on the Plat of Thompson Farms, Fourth Election District of Anne Arundel County, Maryland	:	IN EQUITY NO. 11,217

FINAL DECREE

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendant, Merritt D. Booth, and any and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to appear and answer the Bill of Complaint by virtue of an Order of Publication directed to the Defendant herein, Merritt D. Booth; and he having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiff, it is thereupon this 14th day of May, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED, that all rights of redemption to the property mentioned herein of the defendant, Merritt D. Booth, and any and all persons having or claiming to have any interest in said property, be, and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff, in and to the following described property:

A. Lots Nos. 45, 46, 47, 48, 49 and 50, as shown on the Plat of Thompson Farms, Fourth Election District of Anne Arundel County, assessed to Merritt D. Booth, when sold for the non-payment of taxes under Tax Sale Certificate No. 2082, to the Grantors of the Plaintiff,

Filed 14 May, 1955.

14

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, excepting taxes accruing subsequent to the tax sale mentioned in these proceedings.

It is further ORDERED that the Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and Anne Arundel County, execute and deliver to Michael Demyan, Plaintiff in these proceedings, a Deed of Conveyance to the aforesaid parcels of land, upon payment to him of such taxes if any be due thereon, and the balance of the purchase price, if any, and it is further,

ORDERED that the Plaintiff pay the costs of said suit in his behalf incurred.

Benjamin Michaelson

Judge

15

LIBER 31 PAGE 270

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ELEANORA YOUNG, Widow	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,189

* *

Mr. Clerk:

Please docket this case and file the original Mortgage and Statement of Mortgage debt.

Samuel M. Ivrey

Samuel M. Ivrey; Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS. MD

1

Filed 22 Nov., 1954

LIBER 91 PAGE 271

LIBER 768 PAGE 306

No. 11,189 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 10th day of July —,

in the year one thousand nine hundred and fifty-three----------, between

Eleanor Young, widow ---------- 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 Eleanor Young, widow, ----------

the sum of Two Thousand Eight Hundred ($2,800.00)---------- dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of ...6...% per annum, in the manner following:

By the payment of Thirty-Two ($32.00) ----------

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 Eleanor Young, widow,----------

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lots , pieces , or parcels of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

LOTS number three (3) and four (4) in Block Sixty-six (66) on the map entitled "Herald Harbor on the Severn", amended Map Sec. C, Edward W. Digges, Engineer, November, 1924, said Plat being recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod L, Plat number four (4), said lots fronting on Hall Road and having a frontage of fifty feet (50), more or less, and an average depth of one hundred six feet (106), more or less.

BEING the same property which was conveyed to SYLVESTER M. BROWN and MARGARET E. BROWN, his wife, from BUCK O. PERDUE, single, by Deed dated May 13, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 683, folio 542.

Filed 22 Nov, 1954

2

LIBER 91 PAGE 272

LIBER 768 PAGE 307

AND BEING the same property which was conveyed from SYLVESTER M. BROWN and MARGARET E. BROWN, his wife, to ELEANOR YOUNG, widow, by Deed of even date and recorded or intended to be recorded among the Land Records of Anne Arundel County, State of Maryland, immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.; SUBJECT to the covenants, agreements, and restrictions set forth in Deed dated August 22, 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 263, folio 349.

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~~), ELEANORA YOUNG ----------

for herself and her heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by ~~Ed-~~ Samuel M. Ivrey 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:

Gloria Richman
GLORIA RICHMAN

Eleanora Young (SEAL)
ELEANORA YOUNG, widow

..... (SEAL)

..... (SEAL)

..... (SEAL)

LIBER 91 PAGE 274 LIBER 768 PAGE 309

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 10th day of July

in the year one thousand nine hundred and fifty three, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared ELEANOR YOUNG, widow, ----------, 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.

Samuel M. Ivrey Notary Public.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

My commission expires on May 2, 1955

Recorded- 14th July, 1953, at 11:45 A.M.

Received for Record 26 Day of July 1953 at 12:20 P.M. and the same day recorded in Liber J. H. H., No. 768 Fol. 309, Land Records of Anne Arundel County.

$1.75 JOHN H. HOPKINS, 3rd Clerk

(2)

Mortgage

FROM

ELEANOR A YOUNG, widow

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Lots 3 & 4, Block 66, Herald Property Harbor, Second Election District, A.A. Co., Md.

Received for record July 14 1953 at 11:45 o'clock A.M.

Same day recorded in Liber J.H.H. No. 768 folio 309 &c. one of the Land Records of Anne Arundel County and examined per John H. Hopkins 3rd Clerk.

Cost of Record $1.75

Samuel M. Ivrey ATTORNEY AT LAW, ANNAPOLIS, MD.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Attorney, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 9th. day of July, 1954.

ATTEST: ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary.

Property:

Description approved

Execution approved

LIBER 91 PAGE 215

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
ELEANORA YOUNG, Widow	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,189

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Eleanora Young, Widow, dated the 10th day of July, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 768, folio 306; said Mortgage being in default.

Balance due upon principal	$2,854.06
Interest to 12/28/54	12.88
	$2,866.94

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 22nd day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due from of law that the aforegoing 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.

AS WITNESS my Hand and Notarial Seal.

Samuel M. Ivrey; Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

Filed 22 Nov., 1954

LBLR 91 PAGE 276

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,189 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SAMUEL M. IVREY, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of FIVE THOUSAND DOLLARS ($5,000.00)----- 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 28th day of December, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from ELEANORA YOUNG to ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION ---------- bearing date on or about 10th ~~dfx~~ day of July, 1953, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above 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

Virginia S. Hubbard
Virginia S. Hubbard
as to both

Samuel M. Ivrey SEAL
Samuel M. Ivrey Principal

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins
John H. Hopkins, IV, Attorney-in-fact,
Surety

approved this 28 Dec., 1954.
John H. Hopkins, 3rd, Clerk

Filed 28 Dec., 1954.

LIBER 31 PAGE 277

GEORGE W. SCIBL - - - - - - - - - - - - - - - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

HERALD HARBOR

ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power of sale contained in the Mortgage from Eleanora Young, Widow, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Inc., dated the 10th day of July, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 768, folio 306, the undersigned, as Attorney named in the Mortgage to foreclose in event of default having occurred, will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

TUESDAY, DECEMBER 28, 1954

AT 11 O'CLOCK A.M.

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

LOTS Numbered three (3) and four (4) in Block Sixty-six (66) on the map entitled "Herald Harbor on the Severn," amended Map Sec. C, Edward W. Digges, Engineer, November, 1924, said Plat being recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod L, Plat No. four (4), said lots fronting on Hall Road and having a frontage of fifty feet (50), more or less, and an average depth of one hundred six feet (106), more or less.

BEING the same property which was conveyed to Sylvester M. Brown and Margaret E. Brown, his wife, from Buck O. Perdue, Single, by deed dated May 13, 1952. and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 683, folio 542.

AND BEING the same property which was conveyed from Sylvester M. Brown and Margaret E. Brown, his wife, to Eleanora Young, Widow, by deed dated July 10, 1953, and recorded among the Land Records of Anne Arundel County prior hereto.

The said property being improved by a one story, five room frame dwelling.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money with interest thereon at the rate of 6 per cent 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,
Attorney named in Mortgage
144 Gloucester Street
Annapolis, Maryland

Filed 3 Jan., 1955.

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 $ 2,900.00 and I/We agree to abide by the terms therein.

Witness my/our hand and seal this 28th day of December, 1954.

ATTEST:

ENTERPRISE FEDERAL SAVINGS & LOAN ASS'N.

Samuel M. Ivrey, Sedretary

BY: R. Gardiner Cheney

R. Gardiner Cheney, President

I hereby certify that I sold property described on the reverse side of this Hand Bill to ENTERPRISE FEDERAL SAVINGS & LOAN ASS'N. ANNAPOLIS, MD at and for the price of $ 2,900.00 he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 28th day of December, 1954.

Witness

(SEAL)
Auctioneer

Samuel M. Ivrey

Deed 3 Jan. 1955

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ELEANORA YOUNG, Widow

* IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

* EQUITY NO. 11,179

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given bond with surety which was duly approved and having given 20 days' notice of time, place manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed, and published in Anne Arundel County, he did, pursuant to said notice of sale attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, December 28, 1954 at 11:00 A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

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

LOTS Numbered Three (3) and Four (4) in Block Sixty-six (66) on the map entitled "Herald Harbor on the Severn" amended Map Sec. C, Edward W. Digges, Engineer, November 1924, said Plat being recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod L, Plat No. Four (4), said lots fronting on Hall Road and having a frontage to fifty feet (50), more or less, and an average depth of one hundred six feet (106), more or less.

BEING the same property which was conveyed to Sylvester M. Brown and Margaret E. Brown, his wife, from Buck O. Perdue, Single, by deed dated May 13, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 683, folio 542.

Filed 3 Jan., 1955.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

10

AND BEING the same property which was conveyed from Sylvester M. Brown and Margaret E. Brown, his wife, to Eleanora Young, Widow, by deed dated July 10, 1953 and recorded among the Land Records of Anne Arundel County prior hereto. (J.H.H. No. 768, folio 304.)

Said property being sold to the Enterprise Federal Savings and Loan Association, at and for the sum of $2,900.00, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And, as in duty bound, etc.

Samuel M. Ivrey, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 31st day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my Hand and Notarial Seal.

Naomi K. Cox
Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

//

LIBER 91 PAGE 281

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
XXXXXXXX
Eleanora Young,
Widow

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,189 Equity

Ordered, this 3 day of January, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in the Mortgage, XXXXXXXX

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 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 5 day of February next.

The report states that the amount of sales ~~to be~~ was $ 2,900.00.

John + Lizzie Bird, Clerk.

True Copy,

TEST: Clerk.

Lied 3 Jan, 1955.

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of
XXXXXXX
Eleanora Young,
Widow

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of February, 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.

12

Lied 14 Feb, 1955.

LIBER 91 PAGE 282

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 11, 1955

We hereby certify, that the annexed

Order Nisi

Eq. - 11,189

Eleanora Young.

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 5th day of February, 1955. The first insertion being made the 14th day of January, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tildaman

Filed 14 Feb., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,189 Equity

In The Matter Of The Mortgaged Real Estate Of ELEANORA YOUNG, Widow.

Ordered, this 3rd day of January, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of February next.

The report states that the amount of sale was $2,900.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

1-25

No. E.C. 4129

13

LIBER 91 FOLIO 283

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~XXX~~
Eleanora Young,
Widow

In the

Circuit Court

For

Anne Arundel County

No. 11,189 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 1, 1955

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

14

LIBER 91 PAGE 284

Dr. In the Matter of the Mortgaged Real Estate of Eleanora Young, Widow in ac.

To Assignee for Fee, viz:	35	00		
To Assignee for Commissions, viz:	117	50	152	50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	42	52		
Capital-Gazette Press - handbills	14	06		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	20	00		
George W. Scible - auctioneer's fee	20	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Clerk of Court - recording assignment		75		
Naomi K. Cox - notary fee		50	115	13
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	2,594	97	2,594	97
			2,900	35
Amount of mortgage claim filed	2,866	94		
Cr. Amount allowed above	2,594	97		
Balance subject to decree in personam	271	97		

with Samuel M. Ivrey, Assignee

			Dr.	Cr.
1954				
Dec.	28	Proceeds of Sale	2,900 00	2,900 00
		Refund 1954 State and County taxes ($42.89) - three days	35	35
			2,900 35	2,900 35

LIBER 91 PAGE 280

ORDER NISI

In the Matter of the Mortgaged Real Estate

~~VERSUS~~

of

Eleanora Young,

Widow

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,189 Equity.

ORDERED, This 7th 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 9th 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 9th day of April next.

Filed 7 Mar, 1955. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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
Judge

Filed 15 Apr. 1955

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

13

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,189 Equity
In The Matter Of The Mortgaged Real Estate Of ELEANORA YOUNG, Widow.

Ordered, this 7th 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 9th 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 9th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-22

No. E. C. 5078

18

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1955

We hereby certify, that the annexed

Order Nisi
Auditor Account
Eq. 11,189
Eleanora Young

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 9th day of April, 1955. The first insertion being made the 8th day of March, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 15 Apr. 1955.

Liber 31 Folio 281

IN THE MATTER OF THE	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	
CLARENCE LEE SLAUGHTER, JR.,	FOR
AND MAVIS F. SLAUGHTER, his wife	ANNE ARUNDEL COUNTY
	EQUITY NO. 11,146

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

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

Filed 13 Oct., 1954

#3 LIBER 91 PAGE 288

Received for Record 13 Day of Oct. 1954 at 10:11 A.M. and the same day recorded in Liber J. H. H., No. 403 Fol. 234 Land Records of Anne Arundel County.

Clerk

No. 11,146 Equity

Form No. 1—County Fee JOHN H. HOPKINS, 3rd Rec. 1.00

PURCHASE MONEY

This Mortgage, made this 12th day of April ,

in the year one thousand nine hundred and forty-seven , between

Clarence Lee Slaughter Jr. and Marvis F. Slaughter, 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 Clarence Lee Slaughter Jr. and Mavis F. Slaughter, his wife,

the sum of FORTY-SEVEN HUNDRED ($4700.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(s) agree(d) to repay in installments with interest thereon from the date hereof, at the rate of ...4..% per annum, in the manner following:

By the payment of Thirty ($30.00)

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 Clarence Lee Slaughter,Jr. and Mavis F. Slaughter, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lots , pieces , or parcels of ground situate, lying and being in the First election district of Anne Arundel County, State of Maryland, and described as follows: that is to say:

BEING Lots Nos. 5476, 5477 and 5478, together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the Plat entitled: "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", and filed among the Land Records of Anne Arundel County in Plat Book No. 3, folio 27.

Filed 13 Oct., 1954

LIBER 91 PAGE 289

BEING the same property which was conveyed to the said Clarence Lee Slaughter, Jr. and Mavis F. Slaughter, his wife, of Frank F. Figliozzi and Janie W. Figliozzi, his wife, by deed dated April 12, 1947, and recorded among the Land Records of Anne Arundel County prior hereto; and being also part of the same property which was conveyed to the said Frank F. Figliozzi by Anthony Figliozzi and wife by deed dated August, 1939, and recorded among the aforesaid Land Records in Liber J.H.H. No. 282, folio 169.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 22nd. day of June, 1954.

ATTEST:

Samuel M. Ivrey; Secretary

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

by R. Gardiner Chaney
President

R. Gardiner Chaney, President

FOR VALUE RECEIVED, I HEREBY ASSIGN THE ABOVE AND WITHIN MORTGAGE UNTO THE ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION, A BODY CORPORATE, OF THE UNITED STATES OF AMERICA.

AS WITNESS MY HAND AND SEAL THIS 1st DAY OF DECEMBER, 1953.

WITNESS:
Samuel M. Ivrey.
SAMUEL M. IVREY.

Edward G. Chaney (Seal)
EDWARD G. CHANEY

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement, amendment or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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

And the said mortgagor(s) Clarence Lee Slaughter, Jr. and Mavis F. Slaughter, 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 ...4...% 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:

Katharine H. McCutchan

.....

Clarence Lee Slaughter, Jr. (SEAL)

Mavis F. Slaughter (SEAL)

..... (SEAL)

..... (SEAL)

LIBER 91 PAGE 291

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 12th day of April 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 Clarence Lee Slaughter, Jr. and Mavis F. Slaughter, his wife, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President, of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

- - - - - - - - -- Katharine H. McCutchan,
Notary Public.

My commission expires on May 5, 1947

Recorded April 14, 1947 at 10:45 A.M.

For Value Received, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Edward G. Chaney, Assignee, for the purpose of foreclosure and Collection.

As Witness its corporate seal and the signature of R. Gardiner Chaney, its president, this 30th day of June 1950.

Attest: (CORPORATE SEAL) Enterprise Federal Savings and Loan Association.
Edward G. Chaney
Sec'y.
By R. Gardiner Chaney
Pres.

Recorded 30th June 1950 at 11:00 A.M.

Mortgage

FROM

TO ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

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

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Mortgage was truly taken and copied from Liber J.H.H. No. 403 Folio 234 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 25th day of November, 1953.

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

Property:

Description approved

Received for Record 12 Day of Oct. 1954 at 10:15 A.M. and the same day recorded in Liber J. H. H. No. 403 Fol. 234, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

LIBER 91 PAGE 232

IN THE MATTER OF	:	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	:	FOR
CLARENCE LEE SLAUGHTER, JR.,	:	ANNE ARUNDEL COUNTY
AND MAVIS F. SLAUGHTER, his wife	:	EQUITY NO. 11,146

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

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from Clarence Lee Slaughter, Jr., and Mavis F. Slaughter, his wife, dated the 12th day of April, 1947, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 403, folio 234; said Mortgage being in default.

Balance due upon Principal	$4,749.07
Interest; 9/1/54-11/11/54	32.25
	$4,781.32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 13th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security of any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

AS WITNESS my Hand and Notarial Seal.

Samuel M. Ivrey

Samuel M. Ivrey; Notary Public

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

6

Filed 13 Oct, 1954

LBER 91 PAGE 293

No. 11,146 Equity

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Thirty-five Hundred ($3,500.00) Dollars current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 10th day of November, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from Clarence Lee Slaughter, Jr. and Mavis F. Slaughter, his wife, to Enterprise Federal Savings & Loan Association of Annapolis, Md. bearing date on or about April 12th, 1947, , the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above 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

Margaret B. Hendrix

Margaret B. Hendrix, as to all

Samuel M. Ivrey SEAL

Samuel M. Ivrey Principal

GLOBE INDEMNITY COMPANY, a body corporate,

By John H. Hopkins IV

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

Surety

Approved this 10 Nov., 1954
John H. Hopkins, 3rd, Clerk

Filed 10 Nov., 1954

7

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

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

WOODLAND BEACH,
ANNE ARUNDEL COUNTY,
MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Clarence Lee Slaughter, Jr., and Mavis F. Slaughter, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Inc., dated the 12th day of April, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 403, folio 234, and duly assigned for the purpose of forclosure, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland, on

WEDNESDAY, NOVEMBER 10th, 1954

AT 11 O'CLOCK A.M.

All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING LOTS NOS. 5476, 5477 and 5478, together with the right, title and interest, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the Plat entitled: "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Land Records of Anne Arundel County in Plat Book No. 3, folio 27; SUBJECT, however, to restrictions of record.

BEING the same property which was conveyed to the said Clarence Lee Slaughter, Jr., and Mavis F. Slaughter, his wife, by Frank F. Figliozzi and Janie W. Figliozzi, his wife, by deed dated April 12, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 403, folio 233.

The said property being improved by a one story frame dwelling consisting of five rooms and bath.

TERMS OF SALE: A cash 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 17 Nov., 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 $ 3,500.00 and I/We agree to abide by the terms therein.

Witness the name of the Enterprise Federal Savings & Loan Association, by the signature of its President, attested by the signature of its secretary and the affixing of its corporate seal this 10th day of November, 1954.

ATTEST:

ENTERPRISE FEDERAL SAVINGS & LOAN ASS'N.

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 Ass'n. at and for the price of $ 3,500.00 he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 10th day of November 1954.

Witness:

ENTERPRISE FEDERAL SAVINGS AND LOAN ASS'N. INCORPORATED 1925

Samuel M. Ivrey
Samuel M. Ivrey

(SEAL)
Auctioneer

Filed 17 Nov. 1954.

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CLARENCE LEE SLAUGHTER, JR.	*	FOR
and MAVIS F. SLAUGHTER, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,146

* *

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place manner and terms of sale by advertisement in the "Evening Capital" a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Wednesday, November 10th, 1954 at 11 O'clock A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

All those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING LOTS NOS. 5476, 5477 and 5478, together with the right, title and interest, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the Plat entitled: "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County in Plat Book No. 3, folio 27; SUBJECT, however, to restrictions of record.

BEING the same property which was conveyed to the said Clarence Lee Slaughter, Jr., and Mavis F. Salughter, his wife, by Frank F. Figliozzi and

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

10

Filed 17 Nov., 1954.

Janie W. Figliozzi, his wife, by deed dated April 12, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 403, folio 233.

Said property being sold to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, at and for the sum of $3,500.00, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And as in duty bound, etc.

Samuel M. Ivrey, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of November, in the year Nineteen Hundred Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true, as therein set forth, and that the sale was fairly made.

Naomi K. Cox
Notary Public

My Commission Expires: May 2, 1955

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

//

LIBER 91 PAGE 298

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
CLARENCE LEE SLAUGHTER, JR. and
MAVIS F. SLAUGHTER, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,146 Equity

Ordered, this 17 day of November, 1954, 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 22 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 22 day of December next.

The report states that the amount of sales to be $3,500.00.

John T. Hopkins, Jr. Clerk.

True Copy,

TEST: Clerk.

Filed 17 Nov., 1954

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
CLARENCE LEE SLAUGHTER, JR. and
MAVIS F. SLAUGHTER, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of January, 19 55, 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 4 Jan., 1955

12

ASSIGNEE'S SALE

OF VALUABLE
IMPROVED REAL ESTATE
WOODLAND BEACH,
ANNE ARUNDEL COUNTY,
MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Clarence Lee Slaughter, Jr., and Mavis F. Slaughter, his wife, to Eenterprise Federal Savings and Loan Association of Annapolis, Maryland, Inc., dated the 12th day of April, 1947 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 403, folio 234, and duly assigned for the purpose of foreclosnre, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the COURT EOUSE DOOR, Annapolis, Maryland, on

WEDNESDAY, NOVEMBER 10, 1954
AT 11 O'CLOCK A. M.

All those lots, pieces or parcels of grond situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING LOTS NOS. 5476, 5477 and 5478, together with the right, title and interest, if any, in and to that portion of he road or roads, streets or aveunes immediately adjoining the said premises, as designated and delineated on the Plat entitled: "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", and filed among the Land Records of Anne Arundel County in Plat Book No. 3, folio 27; SUBJECT, however, to restrictions of record.

BEING the same property which was conveyed to the said Clarence Lee Slaughter, Jr., and Mavis F. Slaughter, his wife, by Frank F. Figliossi and Janie W. Figliossi, his wife, by deed dated April 12, 1947 and recorded among the Land Records of Anne Arnndel Connty in Liber J. H. H. No. 403, folio 233.

The said property being improved by a one story frame dwelling consisting of five rooms and bath.

TERMS OF SALE: A deposit of Ten (10) per cent of the purchase price will be reqnired 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 npon final ratification of sale. Taxes and all other assessments to be adjnsted to the day of sale. For further particnlars, apply to:

SAMUEL M. IVREY, ASSIGNEE,
144 GLOUCESTER STREET,
ANNAPOLIS, MARYLAND.

GEORGE W. SCIBLE, AUCTIONEER.

n-3

OFFICE OF CLERK 31 FOLIO 293

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 27, 1954

We hereby certify, that the annexed

Order Publication

Mortgage - Sale

Clarence Lee Slaughter, Jr

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of November, 1954. The first insertion being made the 13th day of October, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 28 Dec., 1954

LIBER 91 PAGE 300 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. 11,146 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF CLARENCE LEE SLAUGHTER, JR., and MAVIS F. SLAUGHTER, his wife.

Ordered, this 17th day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of December next.

The report states that the amount of sales to be $3,500.00.

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

d-10

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1955

We hereby certify, that the annexed

Order Nisi

Eq. 11,146

Clarence Lee Slaughter Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of December, 1954. The first insertion being made the 19th day of November, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No. E. C. 3497

14

Filed 3 Jan., 1955.

In the Case of

In the Matter of the Mortgaged
Real Estate
of
VS.
Clarence L. Slaughter, Jr.,
and
Mavis F. Slaughter, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,146 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 28, 1955

All of which is respectfully submitted.

Laura R. Suckling
Auditor.

15

Dr. In the Matter of the Mortgaged Real Estate of Clarence L. Slaughter, Jr., and Mavis F. Slaughter, his wife

			in ac.	
To Assignee for Fee, viz:	35	00		
To Assignee for Commissions, viz:	135	00	170	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	40	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - handbills	14	22		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	14	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Clerk of Court - recording two assignments	2	00		
Naomi K. Cox - notary fee		50	113	57
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	3,182	43	3,182	43
			3,503	75
Amount of mortgage claim filed	4,781	32		
Cr. Amount allowed above	3,182	43		
Balance subject to decree in personam	1,598	89		

16

with Samuel M. Ivrey, Assignee Cr.

1954				
Nov.	10	Proceeds of Sale	3,500 00	3,500 00
		Refund 1954 State and County taxes ($28.13) - 1 month 20 days	3 75	3 75
				3,503 75

L6LH 91 PAGE 304

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~XXXXXXX~~ Clarence L. Slaughter, Jr., and Mavis F. Slaughter, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,146 Equity.

ORDERED, This 7th 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 9th 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 9th day of April next.

Filed 7 Mar. 1955

John H. Hopkins, 3rd, Clerk,

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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
Judge

Filed 15 Apr. 1955

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. 11,146 Equity

In The Matter Of The Mortgaged Real Estate Of CLARENCE L. SLAUGHTER, JR., And MAVIS F. SLAUGHTER, His Wife.

Ordered ,this 7th 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 9th 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 9th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-22

No. E. C. 5080

19

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 12, 1955

We hereby certify, that the annexed

Order Nisi
Auditor account
Eq. 11,146
Clarence L. Slaughter, Jr.

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 9th day of April, 1955. The first insertion being made the 8th day of March, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

Filed 15 apr., 1955.

Liber 91 Page 303

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JAMES EDWYN HINKLE and	*	ANNE ARUNDEL COUNTY
RUDOLPH NASH and	*	EQUITY NO. 11,186
EVA B. NASH, his wife	*	

* *

Mr. Clerk:

Please docket this case and file the original Mortgage and Statement of Mortgage debt.

Samuel M. Ivrey

Samuel M. Ivrey; Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

Filed 17 Nov., 1954.

LIBER 91 PAGE 300

No. 11,186 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 24th day of May ,

in the year one thousand nine hundred and forty-seven , between

James Edwyn Hinkle, single of

Anne Arundel County , in the State of Maryland, Mortgagor (x), 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 Edwyn Hinkle, single,

the sum of SEVEN THOUSAND TWO HUNDRED ($7200.00) dollars,

being the balance of the purchase money for the Property herein described, which said sum the said Mortgagor(x) agree(s) to repay in installments with interest thereon from the date hereof, at the rate of 4 % per annum, in the manner following:

By the payment of Forty-five ($45.00)

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 Edwyn Hinkle, single,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those 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:

LOTS NUMBERED ONE HUNDRED FIFTY-TWO (152) and ONE HUNDRED FIFTY-THREE (153) in Section A, Sylvan Shores, as shown on a plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W, Plat No. 3.

BEING the same property which was conveyed to the said James Edwyn Hinkle by Carl W. Riddick and Flossie S. Riddick, his wife, and Leo E. Simonton, widower, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior hereto; and being also part of the same property which was conveyed to Carl W. Riddick and Flossie S. Riddick, his wife, by C. E. Hosback Company, Inc. by deed dated August 28, 1929, and recorded among the aforesaid Land Records in Liber F.S.R. No. 55, folio 126.

Filed 17 Nov., 1954.

2

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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

And the said mortgagor(s) James Edwyn Hinkle, single,

for himself, his heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Benjamin Michaelson, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Katharine H. McCutchan
Katharine H. McCutchan

James E. Hinkle (SEAL)
James Edwyn Hinkle, single

(SEAL)

(SEAL)

(SEAL)

4

LIBER 91 PAGE 303

INSPECTED
L. H. H.
F. H. L. A.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 24th day of May

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 Edwyn Hinkle, single, , the mortgagor(s)

named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney , President

of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona-fide as therein set forth.

As witness my hand and Notarial Seal.

Katharine H. McCutchan
Katharine H. McCutchan Notary Public.

My commission expires on

May 2, 19 49

Recd.
Received for Record 15 Day of Nov. 1947, at 9 A M and the same day recorded in Liber J. H. H., No. 408 Fol. 405 Land Records of Anne Arundel County.

JOHN H. HOPKINS, Jr. Clerk

16.75

2415

PURCHASE MONEY

Mortgage

FROM

James Edwyn Hinkle, single

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record Nov 15 19 47 at 1:30 o'clock P M. Same day recorded in Liber J. H. H. No. 408 folio 402 &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $

BENJAMIN MICHAELSON
ATTORNEY AT LAW
19 SCHOOL ST.
ANNAPOLIS, MD.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto 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 30 day of August, 1954.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY R. Gardiner Chaney, President

R. Gardiner Chaney, Secretary.

ATTEST: Samuel M. Ivrey, Assignee

Property:

Description approved

Execution approved

LIBER 91 PAGE 310

IN THE MATTER OF	*	IN THE CIRCUIT COURT
THE MORTGAGED REAL ESTATE OF	*	FOR
JAMES EDWYN HINKLE and	*	ANNE ARUNDEL COUNTY
RUDOLPH NASH and	*	EQUITY NO. 11,186
EVA B. NASH, his wife	*	

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from James Edwyn Hinkle, Single, assumed by Rudolph Nash and Eva B. Nash, his wife by deed dated May 16, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 683, folio 554, said Mortgage dated the 24th of May, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 408, folio 402; said Mortgage being in default.

Balance due upon principal	$5,564.67
Interest- to 12/14/54	8.40
	$5,573.07

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that the aforegoing 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.

AS WITNESS my Hand and Notarial Seal.

Samuel M. Ivrey; Notary Public

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL COUNTY

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

6

Filed 17 Nov., 1954.

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,186 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Samuel M. Ivrey, as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Six Thousand Dollars ($6,000.00) 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 14th day of December, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from James Edwyn Hinkle and Rudolph Nash and Eva B. Nash, his wife, to the Enterprise Federal Savings & Loan Association of Annapolis bearing date on or about May 24th, 1947, the said Samuel M. Ivrey is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above 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

GLOBE INDEMNITY COMPANY, a body corporate,

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

Margaret B. Hendrix
Margaret B. Hendrix

Surety

Approved this 14 Dec, 1954
John H. Hopkins, 3rd, Clerk

Filed 14 Dec, 1954.

GEORGE W. SCIBLE - - LIBER 91 PAGE 312 - - - - Auctioneer

ASSIGNEE'S SALE

OF VALUABLE IMPROVED

REAL ESTATE

SYLVAN SHORES
ANNE ARUNDEL COUNTY, MD.

Under and by virtue of the power of sale contained in the Mortgage from James Edwyn Hinkle, Single, assumed by Rudolph Nash and Eva B. Nash, his wife, by deed dated May 16, 1952 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 683, folio 554, said Mortgage dated the 24th of May, 1947, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 408, folio 402, and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned will offer for sale at public auction at the COURT HOUSE DOOR, Annapolis, Maryland on

Tuesday, December 14th, 1954

AT 2 O'CLOCK P.M.

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

LOT NUMBERED ONE HUNDRED FIFTY-TWO (152) and ONE HUNDRED FIFTY-THREE (153) in Section A, Sylvan Shores, as shown on a Plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W, Plat No. 3.

BEING the same property which was conveyed to the said James Edwyn Hinkle by Carl W. Riddick and Flossie S. Riddick, his wife, and Leo E. Simonton, Widower, by deed dated May 24, 1947, and recorded among the Land Records of Anne Arundel County prior hereto; and being also part of the same property which was conveyed to Carl W. Riddick and Flossie S. Riddick, his wife, by C. E. Hosback Company, Inc., by deed dated August 28, 1929, and recorded among the aforesaid Land Records in Liber F. S. R. No. 55. folio 126.

The said property being improved by a one story frame dwelling consisting of five rooms and bath.

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 3 Jan., 1955

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 $ 5,573.07 and I/We agree to abide by the terms therein.

Witness my/our hand and seal this 14th day of December, 1954.

ATTEST:

Samuel M. Ivrey, Secretary

ENTERPRISE FEDERAL SAVINGS & LOAN ASS'N.

BY: R. Gardiner Chaney, President

I hereby certify that I sold property described on the reverse side of this Hand Bill to Enterprise Federal Savings & Loan Association at and for the price of $ 5,573.07 he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 14th day of December, 1954.

Witness;

Auctioneer (SEAL)

Filed 3 Jan., 1955

LIBER 91 PAGE 314

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JAMES EDWYN HINKLE and	*	ANNE ARUNDEL COUNTY
RUDOLPH NASH and EVA B. NASH	*	EQUITY NO. 11,186
his wife	*	

* *

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place manner and terms of sale by advertisement in the "Evening Capital" a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, December 14, 1954, at 2 o'clock P. M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

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

LOT NUMBERED ONE HUNDRED FIFTY-TWO (152) and ONE HUNDRED FIFTY-THREE (153) in Section A, Sylvan Shores, as shown on a Plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W, Plat No. 3.

BEING the same property which was conveyed to the said JAMES EDWYN HINKLE by Carl W. Riddick and Flossie S. Riddick, his wife, and Leo E. Simmonton, Widower, by deed dated May 24, 1947, and recorded among the Land Records of Anne Arundel County prior hereto; and being also part of the same property which was conveyed to Carl W. Riddick and Flossie S. Riddick, his wife, by C. E. Hosback Company, Inc., by deed dated August 28, 1929, and recorded among the

LAW OFFICES
AMUEL M. IVREY
ANNAPOLIS. MD.

10

Filed 3 Jan., 1955.

aforesaid Land Records in Liber F. S. H. No. 55, folio 126.

Said property being sold to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, at and for the sum of $5,573.07, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And as in duty bound, etc.

Samuel M. Ivrey, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 31st day of December, in the year Nineteen Hundred Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Assignee, and made oath in due form of law that the matters and facts state in the foregoing report of sale are true, as therein set forth, and that the sale was fairly made.

Naomi K. Cof
Notary Public

My Commission Expires; May 2, 1955

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

//

LIBER 91 PAGE 316

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~Trustee~~
James Edwyn Hinkle and
Rudolph Nash and
Eva B. Nash, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,186 Equity

Ordered, this 3 day of January, 1955, That the sale of the Property in these Proceedings mentioned,
made and reported by Samuel M. Ivrey, Assignee,
~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 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 5 day of February next.

The report states that the amount of sale ~~was~~ was $ 5,573.07.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 3 Jan., 1954.

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of
~~Trustee~~
James Edwyn Hinkle and
Rudolph Nash and
Eva B. Nash, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 14th day of February, 1955, 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 14 Feb., 1955.

LOCK 91 PAGE 317

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 11, 1955

We hereby certify, that the annexed Order Nisi Eq. 11,186 James Edwyn Hinkle 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 5th day of February, 1955. The first insertion being made the 4th day of January, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilghman

Filed 14 Feb, 1955

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,186 Equity

In The Matter Of The Mortgaged Real Estate Of JAMES EDWYN HINKLE and RUDOLPH NASH and EVA B. NASH, his wife.

Ordered, this 3rd day of January, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th 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 5th day of February next.

The report states that the amount of sale was $5,573.07.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

J-25

No. E.C. 4128

13

LIBER 91 FOLIO 315

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~vs~~
James E. Hinkle and
Rudolph Nash and
Eva B. Nash, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,186 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 1, 1955

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of James E. Hinkle and Rudolph Nash and Eva B. Nash, his wife in ac.

To Assignee for Fee, viz:	35	00		
To Assignee for Commissions, viz:	197	19	232	19
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	38	76		
Capital-Gazette Press - handbills	11	99		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	24	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Clerk of Court - recording assignment		75		
Naomi K. Cox - notary fee		50	121	60
To Enterprise Federal Savings & Loan Ass'n of Annapolis, mortgagee - this balance on account mortgage claim	5,184	76	5,184	76
			5,576	30
Amount of mortgage claim filed	5,573	07		
Cr. Amount allowed as above	5,184	76		
Balance subject to decree in personam	388	31		

with Samuel M. Ivrey, Assingee Cr.

1954				
Dec.	14	Proceeds of Sale	5,573 07	5,573 07
		Refund 1954 State and County taxes ($67.46) - seventeen days	3 23	3 23
				5,576 30

ORDER NISI Liber 31 Folio 321

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Mortgaged Real Estate of James E. Hinkle and Rudolph Nash and Eva B. Nash, his wife

No. 11,186 Equity.

ORDERED, This 7th 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 9th 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 9th day of April next.

Filed 7, Mar 1955. John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th 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
Judge.

Fil. 15 Apr. 1955.

LIBER 91 PAGE 322

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 12, 1955

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 11,186

James E. Hinkle

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 9th day of April, 1955. The first insertion being made the 8th day of March, 19____.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Filed 15 Apr., 1955.

No. E. C. 5079

18

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,186 Equity

In The Matter Of The Mortgaged Real Estate Of JAMES E. HINKLE And RUDOLPH NASH And EVA B. NASH His Wife.

Ordered, this 7th doy of Merch, 1955, Thnt the Report and Account of tho Auditor, filod this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to tho controry ho shown on or before the 9th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anno Arundel County, once in each of three successive weeks before the 9th day of April next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-22

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JAMES EDWYN HINKLE	*	FOR
AND RUDOLPH NASH AND EVA B. NASH,	*	ANNE ARUNDEL COUNTY
HIS WIFE	*	EQUITY NO. 11,186

PETITION

That James Edwyn Hinkle did on the 24th day of May, 1947, execute a Mortgage to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland covering property situate, lying and being in the Second Election District, Anne Arundel County, known and designated as Lots 152 and 153, in Section A, Sylvan Shores, as shown on a Plat recorded among the Plat Records of Anne Arundel County in Plat Cabinet No. 1, Rod W, Plat No. 3, which Mortgage is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 408, folio 402.

That at the time of the execution of said Mortgage, James Edwyn Hinkle was in the Military Service of the United States of America and still is at this time.

That on the 16th day of May, 1952, by Deed recorded in Liber J.H.H. No. 683, folio 554, the said James Edwyn Hinkle, single, conveyed all his interest in said property to Rudolph Nash and Eva B. Nash, his wife, the said James Edwyn Hinkle thereby quitting himself of all interest in said property; the said Rudolph Nash and Eva B. Nash, his wife, having assumed the payment of the said Mortgage.

That said Mortgage was foreclosed, the said Rudolph Nash and Eva B. Nash, his wife, having defaulted in the payment thereof, but by inadvertance, no Affidavit as to the military status of the said Rudolph Nash and Eva B. Nash, his wife, was filed in such foreclosure cause as is required by law.

WHEREFORE, your Petitioner prays that the attached Military Affidavit be filed nunc pro tunc in these proceedings as of November 17, 1954.

AND as in duty bound, etc.

Samuel M. Ivrey

Samuel M. Ivrey, Attorney

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

Filed 25 May, 1955

19

LIBER 91 FOLIO 324

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JAMES EDWYN HINKLE	*	FOR
AND RUDOLPH NASH AND EVA B. NASH,	*	ANNE ARUNDEL COUNTY
HIS WIFE	*	EQUITY NO. 11,186

ORDER OF COURT

UPON the aforegoing Petition, it is ordered this 26th day of May, 1955, by the Circuit Court for Anne Arundel Countysitting in Equity, and by authority of this Court, adjudged, ordered and decreed, that the Military Affidavit aforesaid be filed nunc pro tunc as of November 17, 1954.

Benjamin Michaelson
Judge

Filed 26 May, 1955

MILITARY AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 17 day of ~~May, 1955~~ NOVEMBER, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney for Enterprise Federal Savings and Loan Association of Annapolis, Maryland, and made oath in due form of law that Rudolph Nash and Eva B. Nash, his wife, are not now in the Military Service of the United States of America.

AS WITNESS my Hand and Seal Notarial.

Eleanore G. Giraud
; Notary Public

SAMUEL M. IVREY
ANNAPOLIS, MD

Filed 26 May, 1955, Nunc Pro Tunc as of November 17, 1954.

Iva E. Siegert
Shadyside, Md.

vs.

Iva Witt Ward,
Mayo, Maryland,

Eolin Witt,
Rock Hall, Maryland.

Geneva Witt,
Mayo, Maryland.

Leo Witt,
Mayo, Maryland.

Dale Witt,
Mayo, Maryland.

Bernice Witt Cummings,
Mayo, Maryland.

Marie Witt,
706 Park Ave., Baltimore, Md.

Beryl Peshau,
2641 Loretta Ave., Baltimore, Md.

Wendell Witt,
7105 Sycamore Road, Takoma Park, Md.

Peggy Sewell Everngam,
140 Summit Ave., Bridgeton, N.J.

Frank Sewell,
Rock Hall, Maryland.

Esther Witt Sewell,
RFD 1, Bridgeton, N.J.

Orion Larson,
Spring Grove State Hospital,
Catonsville, Baltimore Co., Md.

William Parks,
Shadyside, Maryland.

Marie Witt Ridgely,
Upper Marlboro, P. G. Co., Md.

Mattie Witt,
c/o Eugene Wayson, West River, Md.

Irene Witt Wayson,
West River, Maryland.

John Zinkand,
3405 Boston St & Highland Ave.,
Baltimore, Md.

Frank Zinkand,
3405 Boston St & Highland Ave.,
Baltimore, Md.

Rose Zinkand Cantiz,
3405 Boston St & Highland Ave.,
Baltimore, Md.

No. 11,224 Equity

In the

Circuit Court

for

Anne Arundel County

Filed 30 Dec., 1954.

LIBER 31 FOLIO 320

BILL OF COMPLAINT

To the Honorables, the Judges of said Court:

Your Oratrix, humbly, complaining, says:

1.

That by deed dated January 14th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, folio 64, Fritz J. Witt and Vinnie Witt, his wife, became seized and possessed of a tract of land lying, being and situate at Shadyside, Anne Arundel County, Maryland, containing 2 acres, 3 roods and 6 perches, saving and excepting, however, one-eighth of an acre which had heretofore been conveyed by James M. Munroe and wife to the West River Mutual Beneficial Association by deed dated the 10th day of September, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97.

2.

That said Vinnie Witt and Fritz Witt, her husband, had no children. They took in their home one L. Levine Hartge who resided with them. That the said L. Levine Hartge loaned said Witts money on two separate occasions for which he took a first and second mortgage.

3.

That Vinnie Witt and husband executed a deed dated the 24th day of February, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 559, folio 118, to L. Levine Hartge, Levine F. Hartge and Allan M. Hartge, under the pretext that he, the said L. Levine Hartge, would maintain them the rest of their lives. That shortly thereafter Vinnie Witt died and Fritz Witt became paralyzed. At that time the said L. Levine Hartge who was then and there 89 years of age, endeavored to evict Fritz Witt who was then and there 87 years of age, and have him placed in the County Welfare and live on charity.

4.

At that time a number of nieces and nephews employed

2

George B. Woelfel to set aside the deed, advising said George B. Woelfel they would be satisfied if the uncle, Fritz Witt, were kept in the house until his death.

5.

That prior to the date of trial both of the litigants, to wit: Fritz Witt and L. Levine Hartge, died and their heirs were made parties to the proceedings.

6.

That by decree dated the 15th day of May, 1952, and passed in No. 9964 Equity, the Court struck down the deed but declared the two mortgages to be valid and subsistent liens as will more fully appear by reference to a certified copy of the decree of Court filed herewith as Plaintiff's Exhibit No. 1.

7.

That on the 27th day of June, 1952, a new suit was filed wherein all known heirs were made parties, praying a sale for the purpose of partition and on October 6th, 1952, testimony was taken and at the time of its taking one of the witnesses appeared to know all of the relatives and brought in the names of numerous individuals who were not made parties in the original bill, nevertheless, the attorneys in the partition case were of the opinion that their interest would be bound because of the order of publication directed against all other unknown heirs of Fritz J. Witt and the bill was not amended. Moreover, one of the Plaintiffs, though not legally adjudicated insane was in a mental hospital and no guardian ad litem was appointed for him.

8.

On December 6th, 1952, a decree for the sale of the property was entered and after duly advertising the said realty in accordance with the law, the property was sold at public auction to Iva E. Siegert at and for the sum of $4750.00 she being at that figure the highest bidder therefore.

9.

On February 18th, 1953, the aforesaid public sale was duly

ratified and confirmed and the purchaser was given a deed.

10.

On June 2nd, 1953, the Auditor's account was finally ratified and confirmed, a certified copy of the same being filed herewith, which discloses that there were insufficient funds to pay the undertaker for the burial of Vinnie Witt after the payment of the two mortgages. In fact, there was no money left for distribution among the heirs.

11.

That your Oratrix sold the house after making numerous repairs and the title was rejected because of the failure to have all of the parties named in the testimony parties to the original bill.

12.

That the sale was fairly made under the jurisdiction of the Court and ratified by it and your Oratrix believes she has the equitable title and had all the parties been named such there would still have been no surplus money coming to any of them and your Oratrix believes in equity and good conscience that the interest of those heirs not made parties in the original bill would be bound by this proceedings and her title quieted.

To the end, therefore:

1. That this Honorable Court may quiet the Plaintiff's title.
2. That this Honorable Court may remove the cloud from the Plaintiff's title.
3. That the title now vested in your Oratrix which she purchased at public sale may be decreed good and merchantable.
4. That your Oratrix may have such other and further relief as her case may require.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel, Sol. for Pln.
9-11 School St., Annapolis, Md.

4

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

FRITZ J. WITT, and others,

PLAINTIFFS.

VS. NO. 9964 EQUITY

LEVINE F. HARTGE, and ALLAN M. HARTGE,

DEFENDANTS.

:::::::

D E C R E E

Filed 15 May, 1952

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

It is, thereupon, this fifteenth day of May, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that the deed from Fritz J. Witt and Vinnie Witt, his wife, to L. Levine Hartge, Levine F. Hartge and Allan M. Hartge, as joint tenants, dated February 24, 1950, and recorded among the Land Records of said Anne Arundel County in Liber J. H. H., No. 559, folio 118, etc., be, and the same is hereby, stricken down, and annulled, and declared void.

And it is further ADJUDGED and ORDERED that the defendants, Levine F. Hartge and Allan M. Hartge, pay the costs of this case.

s/ James C. Clark
Judge.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing is a true copy of the Decree thereon filed, in the above entitled case, No. 9964 Equity, in the Circuit Court 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 December A. D., 1954.

Filed 30 Dec, 1954

John R. Hopkins, 2nd Clerk.

LIBER 31 FOLIO 330

In the Case of

Robert Witt,
et al
VS.
All Unknown Heirs of Fritz Witt, deceased,
Levina F. Hartge and
Alan H. Hartge

In the

Circuit Court

For

Anne Arundel County

No. 10,511 Equity

To the Honorable, the Judges of said Court:

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

April 23, 1953

All of which is respectfully submitted.

Laura V. Fahlsing
Auditor.

All of which is respectfully submitted.

Plaintiff's Exhibit No. 2.
Filed 30 Dec., 1954.

Dr. Robert Witt, et al vs. All Unknown Heirs of Fritz Witt, deceased, Levine F. Hartge and Alan M. Hartge

86.88 1/2 G.B.B. 1/2 B.B. 86.89 86.88 173.77

To Trustees for Commissions, viz:	173 77		173 77
To Trustees for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee	10 00	#2	
Defendants' Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	49 00		
Jos. C. Deegan - Sheriff's costs	2 35		
Jos. W. Alton, Jr. - Sheriff's costs	1 45	#3	
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan - Stenographer's fee	12 00		
Auditor - stating this account	18 00	#4	112 80
To Trustees for Expenses, viz:			
Capital-Gazette Press - order of publication	75 00		
Capital-Gazette Press - advertising sale	36 24		
Capital-Gazette Press - handbills	9 69	134.93	
Capital-Gazette Press - order nisi (sale)	8 00	#5	
Capital-Gazette Press - order nisi (acct)	6 00		
Globe Indemnity Co. - bond premium	20 00	#6	
C. Albert Hodges - appraisal and testimony	15 00	#8	
George W. Scible - auctioneer's fee	50 00	#7	
George B. Woelfel - fee for legal services rendered (Order 4/10/53)	150 00	#2	
Clerk of Court - certified copies	7 75	#2	
One-half Federal documentary stamps	2 75		
One-half State documentary stamps	2 75		
Mary M. Hoff - notary fees	1 00	#9	384 18
To Trustees for Taxes, viz:			
1951 State and County taxes	36 14		
1952 State and County taxes	31 31	#10	
1953 State and County taxes ($32.18-adj)	66		
			68 11

To Trustees for Mortgage claims, viz:				
Allan M. Hartge and Levine F. Hartge - in full for first mortgage claim, viz:				
Principal	$550.00			
Interest from 4/21/44 to 3/6/53	292.88	842 88		
Allan M. Hartge and Levine F. Hartge - in full for second mortgage claim, viz:				
Principal	$2,000.00			
Interest from 2/6/45 to 3/6/53	970.00	2,970 00		
		3,812 88	#11	
LESS Court costs decreed to be paid by Allan M. Hartge and Levine G. Hartge in #9964 Equity		69 40		3,743 48
Allan M. Hartge - amount advanced for 1950 State and County taxes ($26.00) and fire insurance premium ($11.58)		37 58	#12	37 58
To Trustees for Court costs in #9964 Equity		69 40	#3	69 40
BALANCE FOR DISTRIBUTION TO HEIRS OF FRITZ WITT		$203.18		
Distributed as follows:				
To Bernard O. Hardesty - this balance to apply on account of claim for funeral expenses of Vinnie Witt (Order of 4/17/53)		203 18	#13	203 18
				4,792 50

with George B. Woelfel and William J. Boehm, Trustees Cr.

1953				
Jan.	6	Proceeds of Sale	4,750 00	
		Interest on deferred payment from 1/6/53 to 3/6/53	42 50	4,792 50

11280
281
8480
5940
1440

4,792 50

Filed 2 June, 1953 Filed 27 Apr., 1953.

ORDER NISI

Robert Witt,

et al

VERSUS

All Unknown Heirs of Fritz Witt,

Levine F. Hartge and

Allan M. Hartge

Liber 31 Folio 334

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,511 Equity.

ORDERED, This 27 day of April, 19 53, That the Report and Account of the Auditor, filed this day in the above entitled cause,

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

John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 2d day of June, 19 53 that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

J. Benjamin Michaelsen

VERSUS

For Judge.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that the aforegoing is a true copy of Auditors Report & Account Order Nisi thereon and final ratification thereof, filed in No.10,511 Equity, in the Circuit Court 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 December, A.D. 1954.

John H. Hopkins 3rd CLERK

John H.Hopkins,3rd.

91 folio 330

Iva E. Siegert	:	No. 11,224 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Iva Witt Ward, et al	:	Anne Arundel County
	:	

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

ORDER OF PUBLICATION

The object of this bill is that the Court may quiet the Plaintiff's title; that the Court may remove the cloud from the Plaintiff's title; that the title now vested in your Oratrix which she purchased at public sale may be decreed good and merchantable and for such other and further relief as her case may require.

The Bill recites:

That by deed dated January 14th, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 99, folio 64, Fritz J. Witt and Vinnie Witt, his wife, became seized and possessed of a tract of land lying, being and situate at Shadyside, Anne Arundel County, Maryland, containing 2 acres, 3 roods and 6 perches, saving and excepting, however, one-eighth of an acre which had heretofore been conveyed by James M. Munroe and wife to the West River Mutual Beneficial Association by deed dated the 10th day of September, 1898, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 11, folio 97.

That said Vinnie Witt and Fritz Witt, her husband, had no children. They took in their home one L. Levine Hartge who resided with them. That the said L. Levine Hartge loaned said Witts money on two separate occasions for which he took a first and second mortgage.

That Vinnie Witt and husband executed a deed dated the 24th day of February, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 559, folio 118, to L. Levine Hartge, Levine F. Hartge and Allan M. Hartge, under the pre-

Filed 30 Dec., 1954

11

text that he, the said L. Levine Hartge, would maintain them the rest of their lives. That shortly thereafter Vinnie Witt died and Fritz Witt became paralyzed. At that time the said L. Levine Hartge who was then and there 89 years of age, endeavored to evict Fritz Witt who was then and there 87 years of age, and have him placed in the County Welfare and live on charity.

At that time a number of nieces and nephews employed George B. Woelfel to set aside the deed, advising said George B. Woelfel they would be satisfied if the uncle, Fritz Witt, were kept in the house until his death.

That prior to the date of trial both of the litigants, to wit: Fritz Witt and L. Levine Hartge, died and their heirs were made parties to the proceedings.

That by decree dated the 15th day of May, 1952, and passed in No. 9964 Equity, the Court struck down the deed but declared the two mortgages to be valid and subsistent liens as will more fully appear by reference to a certified copy of the decree of Court filed herewith as Plaintiff's Exhibit No. 1.

That on the 27th day of June, 1952, a new suit was filed wherein all known heirs were made parties, praying a sale for the purpose of partition and on October 6th, 1952, testimony was taken and at the time of its taking one of the witnesses appeared to know all of the relatives and brought in the names of numerous individuals who were not made parties in the original bill, nevertheless, the attorneys in the partition case were of the opinion that their interest would be bound because of the order of publication directed against all other unknown heirs of Fritz H. Witt and the bill was not amended. Moreover, one of the Plaintiffs, though not legally adjudicated insane was in a mental hospital and no guardian ad litem was appointed for him.

On December 6th, 1952, a decree for the sale of the property was entered and after duly advertising the said realty in accordance with the law, the property was sold at public auction to Iva E. Siegert

12

at and for the sum of $4750.00 she being at that figure the highest bidder therefore.

On February 18th, 1953, the aforesaid public sale was duly ratified and confirmed and the purchaser was given a deed.

On June 2nd, 1953, the Auditor's account was finally ratified and confirmed, a certified copy of the same being filed herewith, which discloses that there were insufficient funds to pay the undertaker for the burial of Vinnie Witt after the payment of the two mortgages. In fact, there was no money left for distribution among the heirs.

That your Oratrix sold the house after making numerous repairs and the title was rejected because of the failure to have all of the parties named in the testimony parties to the original bill.

That the sale was fairly made under the jurisdiction of the Court and ratified by it and your Oratrix believes she has the equitable title and had all the parties been named such there would still have been no surplus money coming to any of them and your Oratrix believes in equity and good conscience that the interest of those heirs not made parties in the original bill would be bound by this proceedings and her title quieted.

It is thereupon this 30 day of December, in the year 1954, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the plaintiff, Iva E. Siegert, by causing a copy of this order to be inserted in some newspaper printed and published in Anne Arundel County, once in each of four successive weeks before the 7 day of February, 1955, give notice to the said absent Defendants of the object and substance of the bill and warn them to be and appear in this Court on the 23 day of February, 1955, to show cause, if any they have, why a decree should not be passed as therein prayed; provided, however, another mode of service may be that a copy of this order maybe personally served on such Defendant one month before the day fixed for their appearance, which day herein fixed for their said appearance is the 23 day of February, 1955.

John K. Hopkins, Jr.,
Clerk

LIBER 91 PAGE 335

Iva E. Siegert	:	No. 11224 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Iva Witt Ward, et al.	:	Anne Arundel County
	:	

: : : : : : : : : :

DECREE PRO CONFESSO

The Defendants, Iva Witt Ward, Eolin Witt, Geneva Witt, Leo Witt, Dale Witt, Bernice Witt Cummings, Marie Witt, Beryl Peshau, Wendell Witt, Frank Sewell, William Parks, Marie Witt Ridgely, Mattie Witt, Irene Witt Wayson, John Zinkand, Frank Zinkand and Rose Zinkand Cantiz having been duly summoned and having failed to appear to the Bill of Complaint and answer same, according to the command of the said Writ of Summons, and Peggy Sewell Everngam and Esther Witt Sewell who were summoned by an Order of Publication duly published, who also failed to appear or answer said bill in accordance with said Order of Publication

It is thereupon this 24th day of February, 1955, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that said Bill of Complaint be and the same is hereby taken pro confesso against said Defendants.

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

Benjamin Nicholson
Judge

15'

Filed 24 Feb 1955

Iva E. Siegert	:	No. 11224 Equity.
	:	In the
vs.	:	Circuit Court
	:	for
Iva Witt Ward, et al	:	Anne Arundel County
	:	

: : : : : : : : : :

Petition for appointment of guardian ad litem and order of Court thereon

: : : : : : : : : :

To the Honorable, the Judge of said Court:

The petition of Iva E. Siegert respectfully shows:

1.

That said Orien Larson has been duly returned summoned but being in an insane asylum doubt has arisen whether he is sane or insane and if insane that he could not answer or defend himself in this suit.

Wherefore, your Petitioner, prays:

1. That this Honorable Court appoint a guardian ad litem to appear and answer for the said Orien Larson.

And as in duty bound, etc.

George B. Woelfel

George B. Woelfel
Solicitor for Plaintiff
9-11 School Street
Annapolis, Md.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 14th day of February, in the year 1955, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Iva E. Siegert who made oath in due form of law that the matters and facts stated in the aforegoing petition are true to the best of her knowledge and belief.

Witness my hand and seal Notarial.

16

Filed 25 Feb 1955

Mary M. Hoff

LIBER 91 FAGE 340

ORDER OF COURT

Upon the aforegoing petition and affidavit, it is this 26th day of February, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that George J. Crowley, be, and he is hereby appointed guardian ad litem to answer for the said Orien Larson.

Benjamin Michaelson
Judge

17

Filed 26 Feb. 1955.

Liber 31 Folio 341

Iva E. Siegert	:	No. 11224 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Iva Witt Ward, et al.	:	Anne Arundel County
	:	

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

ANSWER OF GUARDIAN AD LITEM TO THE BILL OF COMPLAINT

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

This Defendant, Orien Larson, being insane cannot admit nor deny any of the matters or things in the said bill of complaint and submits his rights thereunder to the protection of the Court.

And as in duty bound, etc.

George J. Crowley
Guardian ad litem

Filed 28 Feb 1955.

18

Liber 31 Folio 342

IVA E. SIEGERT	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
IVA WITT WARD, ET AL.	:	No. 11,224 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

March 23, 1955

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Iva E. Siegert, pages 2, 3, 4.

George B. Woelfel, pages 5, 6.

Filed 26 Apr., 1955

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

(Mr. Woelfel)

1. State your name and address.

A. Iva E. Siegert, Shady Side, Maryland.

2. Were you the purchaser of a tract of land lying in the Seventh Election District of Anne Arundel County formerly belonging to Fritz Witt?

A. Yes.

3. You purchased that property from William J. Boehm and George B. Woelfel, Trustees, at the Court House door on January 6, 1953?

A. Yes.

4. The report of sale states that you paid $4750.00 for the property?

A. That's right.

5. Were you the highest bidder therefor?

A. Yes.

6. Since the purchase of that property you have had the title examined?

A. Yes.

7. And that title was reported good to you?

A. Yes.

8. Since the receipt of the deed from the Trustees, what did you and your husband do to improve the property?

A. The property was grown up with brush and we had to clean it off of brush and sage and we had to clean the little trees off.

9. Have you subsequently agreed to sell part of that land?

A. Yes.

10. What part?

A. The lot with the house on it.

11. To whom have you agreed to sell it?

A. To John Lynn.

12. For what sum of money did you agree to sell the house?

A. $4000.00.

13. What would that leave you in that property?

A. $750.00.

14. What property was left to you?

A. A lot that adjoins our property.

15. Do you think that lot is worth $750.00?

A. I think it should bring $750.00.

16. Do you know all of the heirs of Fritz Witt?

A. All except some of the nieces and nephews that have died, but I know all the rest.

17. Fritz Witt survived his mother, father and his wife, is that right?

A. Yes.

18. And he had no children?

A. No children.

19. Who were the brothers and sisters of Fritz Witt?

A. William, Fred, Frank, Fredericka Benning, Ernestine Larson, Mary Avery, Augusta Avery and Amelia Witt.

20. William Witt died many years ago, did he not?

A. Yes.

21. How many children did he leave?

A. Robert Witt, Iva Ward, Eolin Witt, Bernice Cummings, Marie Witt, and one child who died, Ellwood Witt, who left one son, Dale Witt.

22. Fred Witt is also dead?

A. Yes.

23. Who survived him?

A. August Witt, who died leaving a widow, Beryl Peshau, and a son, Wendell Witt, Mabel Witt, who died and left one child, Peggy Sewell, and Esther Sewell.

24. Is Frank Witt living or dead?

A. He died many years ago and he was single and left no survivors.

25. Is Amelia Witt living?

A. No.

21

26. Did she leave any children surviving her?

A. Charles Witt, who died leaving a wi dow, Mattie Witt, and three children, Irene Witt Wayson, Leo Witt and Marie Witt Ridgely.

27. Who were the other surviving children of Amelia Witt?

A. Willie Witt, Eva Witt, Ella Witt Zinkand, who died leaving two sons, John Zinkand and Frank Zinkand, and one daughter, Rose Zinkand.

28. Is Ernestine Larson living or dead?

A. She is dead.

29. Who survived her?

A. Three children, Orlor Larson, Olivia Larson Coates and Dorothy Larson.

30. Is Mary Witt Avery living or dead?

A. She is dead.

31. Did she leave any children surviving her

A. Irving Avery, who is dead, Nellie Avery Ritmeyer, who is dead, and Evelyn Avery Cotton.

32. Is Agusta Witt Avery living or dead?

A. She is dead.

33. Did she leave any children surviving her?

A. Carl Avery, and Lenore Avery Parks who died before Fritz Witt and did not leave any children.

34. Is Fredericka Benning living or dead?

A. She is dead.

35. Did she leave any children surviving her?

A. William Benning, Frank Benning, Harry Benning, Charles Benning, Lillian Benning Tayman, Robert Benning and Layo Benning.

36. They are all the heirs of Fritz Witt that you know of?

A. Yes.

(Mr. Cunningham)

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

Iva E. Siegert

Iva E. Siegert

George B. Woelfel, a witness of lawful age, being first duly sworn, deposes and says:

I testify that I am an attorney-at-law and I filed the Bill of Complaint for the plaintiff for the purpose of partition of the property of Fritz Witt, located in the Seventh Election District of Anne Arundel County. Robert Witt, who originally employed me to set aside the deed from Fritz Witt to Hartge, was the man who gave me the list of heirs, although at the time he stated he wasn't sure that he had given me all. In order to cover that condition, I listed all other heirs of Fritz Witt as defendants and published an Order of Publication notifying them of the suit commanding them to be in Court on the day said appointed in said order. A decree pro confesso was gotten against all unknown heirs and testimony was taken to substantiate the allegations of the bill. At the taking of the testimony, one of the witnesses named a number ofother persons who are not individual parties to the suit. Mr. William J. Boehm and I, as counsel for the Plaintiffs and defendants concluded their interests would be bound by Order of Publication; thereupon we submitted testimony for final decree, secured the decree, and sold the property at public sale, to Iva E. Siegert for $4750.00, she being the highest bidder therefor. We, as trustees, reported the sale and ran an order nisi; the sale was duly ratified and confirmed by the Court. Counsel stated there was no money left for distribution among the heirs at law. I concluded that if the other heirs had been summoned personally they would have gotten no money from the sale and passed the title. Subsequently, Mr. Siegert agreed to sell the lot, improved by the dwelling house, of which his wife testified today for $4000.00. The title company rejected the title because of

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the failure to summon all known heirs of the parties. It was too late to do that at that time, so I concluded the only way to bind their interest, would be to file a suit to quiet the title and remove the cloud therefrom, and all known heirs were summoned and none appeared. I believe that the judicial sale being one that was fairly made, the purchaser having paid his money in full, and a decree should be passed quieting her title and removing the cloud therefrom, so that her deed and a subsequent confirmatory one would convey a clear and merchantable fee simple title.

I would like to offer the case of Eq. No. 10,511 in evidence in this case.

(EQ. NO. 10,511 MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

(Mr. Cunningham)

To the General Question under the rule the witness answers "Ac".

George B. Woelfel

George B. Woelfel

24

There being no further witnesses to be examined on behalf of the plaintiff at this time, and no further testimony desired in her 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 26th day of April, 1955.

Chipman W. Cunningham (SEAL)
Chipman W. Cunningham, Examiner

C.W.C. $10.00
K.H.McC. $7.00
Pd 4/19/55 7.
10 m 2

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Iva E. Siegert	:	No. 11,224 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Iva Witt Ward, et al.	:	Anne Arundel County
	:	

: : : : : : : : : :

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 to the Court that all parties in this proceedings should have been made parties in the sale for the purpose of partition of the real estate of Fritz Witt, deceased, same being No. 10,511 Equity, in the Circuit Court for Anne Arundel County, but were inadvertently omitted by counsel because their names and addresses were not available at the time of the filing of the bill and were not disclosed until the taking of the testimony and counsel was of the opinion that their interest in the realty of Fritz Witt would be bound by the order of publication notifying all other heirs, and

It further appearing to the Court that the judicial sale heretofore made in No. 10,511 Equity, was fairly made and that the purchaser, being in possession of the realty, should have her title perfected and forever quieted and that none of the parties in this proceedings, although duly summoned, have raised no objections to the binding of their interest

It is thereupon this 13th day of May, in the year 1955, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the title to the real estate located in the Seventh Election District of Anne Arundel County, near Shadyside, purchased by Iva E. Siegert at a judicial sale from George B. Woelfel and William J. Boehm, Trustees appointed to make said sale by decree dated the 6th day of December, 1952, in No. 10,511 Equity, in the Circuit Court for Anne Arundel County, said sale being held on the

Filed 13 May, 1955

6th day of January, 1953, being the real estate of which Fritz Witt died seized and possessed, be, and the same is hereby quieted and the cloud on the said title be, and the same is hereby removed so that the said Iva E. Siegert, her heirs and assigns, shall, in the future, hold said land and the title thereof free, clear and discharge of the claim or claims of any of the parties to this proceedings or by anyone claiming by, from or under them or any of them, as fully and effectually as though the said parties in this proceedings had been named and summoned in the original bill for the sale of the aforesaid realty in No. 10511 Equity, in the Circuit Court for Anne Arundel County.

And it is further ORDERED that the Plaintiff pay the costs of these proceedings.

Benjamin Michaelson
Judge

NO. 8976 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

JOHN M. EVERD and GERTRUDE EVERD

VS.

ELLA V. HOFMEISTER, widow, GEORGE HOFMEISTER, Jr., and RUTH HOFMEISTER, his wife, ELLA V. THOMPSON and IRVIN THOMPSON, her husband, heirs at law of GEORGE J. HOFMEISTER, deceased; JOHN WITTIG and MARY WITTIG, his wife, HENRY SCHUHART, widower, EDWARD SCHUHART and ELIZABETH SCHUHART, his wife; JOHN SCHUHART and MARY SCHUHART, his wife, HARRY SCHUHART, single, GEORGE SCHUHART and MAE SCHUHART, his wife, JEANETTE HETTCHEN and RAYMOND HETTCHEN, her husband, WILLIAM SCHUHART, single, MILTON SCHUHART, single, EDNA LOVELL and WILLIAM T. LOVELL, her husband, CARL SCHUHART, single, MARIE SCHUHART, single, HENRY L. WALKER and RUTH E. WALKER, his wife, FRANKLIN WALKER, single, MARIE K. W. FOREMAN and EDWARD FOREMAN, her husband, ELIZABETH W. FISCHER and WILLIAM FISCHER, her husband, JAMES E. WALKER and HELEN H. WALKER, his wife, WILLIAM S. WALKER and MARTHA WALKER, his wife, and SOPHIE EIBNER, widow, surviving heirs at law of JOHN H. WITTIG, deceased; CHARLES BONNETT, widower; JOSEPH GONET and FRANCES GONET, his wife; WILLIAM R. L. RUTHS, single; THOMAS H. MYRICK and ANNA MYRICK, his wife; CHARLES L. KECK and SUSIE J. KECK, his wife; STEVEN J. EVERD and MARGARET EVERD, his wife; and ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY KNOWN AS LOTS NOS. 33 to 38, inclusive, in Section 116, LOTS NOS. 1 to 8, inclusive, in Section 116, LOTS NOS. 1 to 4, inclusive, and Lots Nos. 47 to 60, inclusive, in Section 117, AS SHOWN ON THE PLAT OF EVERD'S SUBDIVISION NO. 2 OF GREEN HAVEN, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

:::::::

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATORS, complaining, say:

FIRST: That on the 9th day of October, 1944, the certificate of tax sale attached hereto was issued by James A. Walton, Treasurer and Collector of taxes for Anne Arundel County and State of Maryland, to John M. Everd and Gertrude Everd, purchasers of the hereinafter-described property. Your orators are husband and wife. Said certificate of sale is prayed to be taken as a part hereof.

SECOND: The property mentioned in said certificate of sale is described as follows:

All those 32 lots of ground situate in the Third Election District of Anne Arundel County and known as Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 33, 34, 35, 36, 37 and 38 in Section 116, and Lots Nos. 1, 2, 3, 4, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 in Section 117, all as shown on the plat of Everd's Subdivision No. 2 of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 39.

The said lots as above described are the identical lots of ground less particularly described in the aforesaid Collector's certificate.

THIRD: That on October 9, 1944, the date of the Collector's certificate of sale, said lots were assessed to George J. Hofmeister, Sr., now deceased; Charles Bonnett; Joseph Gonet; John H. Wittig, now deceased; Reverend William R. L. Ruths; Thomas H. Myrick; Charles L. Keck and Steven J. Everd, and were, in fact, owned by them on that date.

FOURTH: That according to the equity, law and land records of Anne Arundel County and the records of the Register of Wills of said county, the title to said lots is still vested in the aforesaid Charles Bonnett; Joseph Gonet; Reverend William R. L. Ruths; Thomas H. Myrick; Charles L. Keck; Steven J. Everd; the following heirs at law of George J. Hofmeister, Sr., who died intestate in Anne Arundel County on December 18, 1943: Ella V. Hofmeister, George Hofmeister, Jr., Ella V. Thompson; and the following heirs at law of John H. Wittig, who died intestate in Anne Arundel County on November 8, 1935: John Wittig, Henry Schuhart, Edward Schuhart, John Schuhart, Harry Schuhart, George Schuhart, Jeanette Hettchen, William Schuhart, Milton Schuhart, Edna Lovell, Carl Schuhart, Marie Schuhart, Henry L. Walker, Franklin Walker, Marie K. W. Foreman, Elizabeth W. Fischer, James E. Walker, William S. Walker and Sophie Eibner, subject to the tax sale mentioned in said certificate.

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

SIXTH: The complainants pray for process directed to the above-named respondents, who reside as follows:

(1) Ella V. Hofmeister, 1814 Gough Street, Baltimore, Md.

(2) George Hofmeister, Jr., and Ruth Hofmeister, his wife, 502 North Madiera Street, Baltimore, Md.

(3) Ella V. Thompson and Irvin Thompson, her husband, 1814 Gough Street, Baltimore, Md.

(4) Charles Bonnett, Outing and Third Avenues, Green Haven, Pasadena, Md.

(5) Joseph Gonet, 1607 Fleet Street, Baltimore, Md.

(6) John Wittig and Mary Wittig, his wife, 1746 Bank Street, Baltimore, Md.

(7) Henry Schuhart, 231 South Chapel Street, Baltimore, Md.

(8) Edward Schuhart and Elizabeth Schuhart, his wife, 4008 Parkwood Avenue, Baltimore, Md.

(9) John Schuhart and Mary Schuhart, his wife, 201 South Elwood Avenue, Baltimore, Md.

(10) Harry Schuhart, 231 South Chapel Street, Baltimore, Md.

(11) George Schuhart and Mae Schuhart, his wife, Patterson Park and Eastern Avenues, Baltimore, Md.

(12) Jeanette Hettchen and Raymond Hettchen, her husband, 1805 North Dallas Street, Baltimore, Md.

(13) William Schuhart, 231 South Chapel Street, Baltimore, Md.

(14) Milton Schuhart, 231 South Chapel Street, Baltimore, Md.

(15) Edna Lovell and William T. Lovell, her husband, 222 South Washington Street, Baltimore, Md.

(16) Carl Schuhart, 231 South Chapel Street, Baltimore, Md.

(17) Marie Schuhart, 231 South Chapel Street, Baltimore, Md.

(18) Henry L. Walker and Ruth E. Walker, his wife, 4307 Sheldon Avenue, Baltimore, Md.

(19) Franklin Walker, 123 South Curley Street, Baltimore, Md.

(20) Marie K. W. Foreman and Edward Foreman, her husband, 4016 Parkwood Avenue, Baltimore, Md.

(21) Elizabeth W. Fischer and William Fischer, her husband, 5109 Sipple Avenue, Baltimore, Md.

(22) James E. Walker and Helen H. Walker, his wife, 4103 Highland Avenue, Brooklyn, 25, Md.

(23) William S. Walker and Martha Walker, his wife, 1003 South Kenwood Avenue, Baltimore, Md.

(24) Sophie Eibner, 123 South Curley Street, Baltimore, Md.

(25) William R. L. Ruths, Lakeshore, Pasadena, Md. (near Holmes' store)

(26) Thomas H. Myrick and Anna Myrick, his wife, 106 North Clinton Street, Baltimore, Maryland.

(27) Charles L. Keck and Susie J. Keck, his wife, Catherine Avenue and Fourth Street, Green Haven, Pasadena, Md.

(28) Steven J. Everd and Margaret Everd, his wife, Mountain Road at Catherine Avenue, Green Haven, Pasadena, Md.

SEVENTH: The complainants pray for an order of publication directed to all parties in interest in said property.

EIGHTH: Attached hereto as Exhibit A is the aforesaid certificate of sale.

NINTH: To redeem the property, it is necessary for the respondents to pay the sum of $75.00, with interest from October 9, 1944, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the complainants, and any reimbursement due the complainants under Sections 90J and 90K of Article 81 of the Annotated Code of Maryland.

TENTH: The complainants pray the Court to pass a final order foreclosing all rights of redemption of the respondents in and to the property described herein.

AND AS IN DUTY BOUND, ETC.

Albert J. Gruhn
Solicitor for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 12th day of December, 1945, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOHN M. EVERD and GERTRUDE EVERD, his wife, and made oath in due form of law that the matters and facts alleged in the foregoing bill of complaint are true to the best of their knowledge and belief.

Grace R. Hartge
Notary Public

NO. 8976 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

JOHN M. EVERD and GERTRUDE EVERD

VS.

ELLA V. HOFMEISTER, widow, GEORGE HOFMEISTER, Jr., and RUTH HOFMEISTER, his wife, ELLA V. THOMPSON and IRVIN THOMPSON, her husband, heirs at law of GEORGE J. HOFMEISTER, deceased; JOHN WITTIG and MARY WITTIG, his wife, HENRY SCHUHART, widower, EDWARD SCHUHART and ELIZABETH SCHUHART, his wife, JOHN SCHUHART and MARY SCHUHART, his wife, HARRY SCHUHART, single, GEORGE SCHUHART and MAE SCHUHART, his wife, JEANETTE HETTCHEN and RAYMOND HETTCHEN, her husband, WILLIAM SCHUHART, single, MILTON SCHUHART, single, EDNA LOVELL and WILLIAM T. LOVELL, her husband, CARL SCHUHART, single, MARIE SCHUHART, single, HENRY L. WALKER and RUTH E. WALKER, his wife, FRANKLIN WALKER, single, MARIE K. W. FOREMAN and EDWARD FOREMAN, her husband, ELIZABETH W. FISCHER and WILLIAM FISCHER, her husband, JAMES E. WALKER and HELEN H. WALKER, his wife, WILLIAM S. WALKER and MARTHA WALKER, his wife, and SOPHIE EIBNER, widow, surviving heirs at law of JOHN H. WITTIG, deceased; CHARLES BONNETT, widower; JOSEPH GONET and FRANCES GONET, his wife; WILLIAM R. L. RUTHS, single; THOMAS H. MYRICK and ANNA MYRICK, his wife; CHARLES L. KECK and SUSIE J. KECK, his wife; STEVEN J. EVERD and MARGARET EVERD, his wife; and ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY KNOWN AS LOTS NOS. 33 to 38, inclusive, in Section 116, LOTS NOS. 1 to 8, inclusive, in Section 116, LOTS NOS. 1 to 4, inclusive, and Lots Nos. 47 to 60, inclusive, in Section 117, AS SHOWN ON THE PLAT OF EVERD'S SUBDIVISION NO. 2 OF GREEN HAVEN, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

:::::

ORDER OF PUBLICATION

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

> All those 32 lots of ground situate in the Third Election District of Anne Arundel County and known as Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 33, 34, 35, 36, 37 and 38 in Section 116, and Lots Nos. 1, 2, 3, 4, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 in Section 117, all as shown on the plat of Everd's Subdivision No. 2 of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 39.

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

It is, thereupon, this 17" day of December, 1945, 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 the said property to be and appear in this Court by the 25 day of February —, 1946, 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 W. Hopkins 3rd.
Clerk

50

CERTIFICATE OF TAX SALE

I, James A. Walton, Collector of Taxes for the State of Maryland and the County of Anne Arnndel, hereby certify that on October 9th, 1944, I sold to John W. Brand & Gertrude Brand at public auction for the sum of 75.00 Dollars and — Cents, of which 75.00 Dollars has been paid the property in 3 days described as Lot 33 to 38 Incl Sec 116 Lot 1 to 8 Incl Sec 116 Lot 1 to 4 Incl Lot 41 to 60 Incl Block 117 Greenhaven A. A. Co Md and assessed to Geo. J. Hoffmeister Est

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together will 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 10th, 1945, 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 9 day of Oct 1944

X

James A. Walton
Collector.

C L

State of Maryland, Anne Arnndel County, Set:

I hereby certify, that on this 9th day of October, 1944, before me, the subscriber, a Notary Public for the State of Marylaud, in and for Anne Arnndel County, personally appeared, James A. Walton, 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,

H. Prentice T. Pentz
Notary Public.

My Commission Expires May 7-1945

Filed Dec. 17" 1945.

Liber 31 Folio 331

NO. 8976 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JOHN M. EVERD and
GERTRUDE EVERD

VS.

ELLA V. HOFMEISTER, et al., etc.

BILL OF COMPLAINT and
ORDER OF PUBLICATION

Mr. Clerk:

Please file, etc.

4/

Albert J. Goodman
Solicitor for Complainants

Filed Dec. 17" 1945.
Order of Publication Dec. 17" 1945.

E/

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

12/17/45.
Copy of the within Order of Publication Received.
Southern Maryland Times.
Per Anna M[illegible]

LIBER 91 PAGE 358

ALBERT J. GOODMAN
Solicitor.
Annapolis, Maryland.

NO. 8976 EQUITY

IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JOHN M. EVERD and
GERTRUDE EVERD
versus
ELLA V. HOFMEISTER, widow, GEORGE HOFMEISTER, Jr., and RUTH HOFMEISTER, his wife, ELLA V. THOMPSON and IRVIN THOMPSON, her husband, heirs at law of GEORGE J. HOFMEISTER, deceased; JOHN WITTIG and MARY WITTIG, his wife, HENRY SCHUHART, widower, EDWARD SCHUHART and ELIZABETH SCHUHART, his wife, JOHN SCHUHART and MARY SCHUHART, his wife, HARRY SCHUHART, single, GEORGE SCHUHART and MAE SCHUHART, his wife, JEANNETTE HETTCHEN and RAYMOND HETTCHEN, her husband, WILLIAM SCHUHART, single, MILTON SCHUHART, single, EDNA LOVELL and WILLIAM T. LOVELL, her husband, CARL SCHUHART, single, MARIE SCHUHART, single, HENRY L. WALKER and RUTH E. WALKER, his wife, FRANKLIN WALKER, single, MARIE K. W. FOREMAN and EDWARD FOREMAN, her husband, ELIZABETH W. FISCHER and WILLIAM FISCHER, her husband, JAMES E. WALKER and HELEN H. WALKER, his wife, WILLIAM S. WALKER and MARTHA WALKER, his wife, and SOPHIE EIBNER, widow, surviving heirs at law of JOHN H. WITTIG, deceased; CHARLES BONNETT, widower; JOSEPH GONET and FRANCES GONET, his wife; WILLIAM R. L. RUTHS, single; THOMAS H. MYRICK and ANNA MYRICK, his wife; CHARLES L. KECK and SUSIE J. KECK, his wife; STEVEN J. EVERD and MARGARET EVERD, his wife; and ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY KNOWN AS LOTS NOS. 33 to 38, inclusive, in Section 116, LOTS NOS. 1 to 8, inclusive, in Section 116, LOTS NOS. 1 to 4, inclusive, and Lots Nos. 47 to 60, inclusive, in Section 117, AS SHOWN ON THE PLAT OF EVERD'S SUBDIVISION NO. 2 OF GREEN HAVEN, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY.

ORDER OF PUBLICATION

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

All those 32 lots of ground situate in the Third Election District of Anne Arundel County and known as Lots Nos. 1, 2, 3, 4, 5, 6, 7, 8, 33, 34, 35, 36, 37 and 38 in Section 116, and Lots Nos. 1, 2, 3, 4, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60 in Section 117, all as shown on the plat of Everd's Subdivision No. 2 of Green Haven, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 39.

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

It is, thereupon, this 17th day of December, 1945, 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 the said property to be and appear in this Court by the 25th day of February, 1946, 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.

1/11

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 four successive weeks before the

that is to say, the same was inserted in the issues of Dec. 21, 28, 1945, Jan. 4, 11, 1946

THE

THE SOUTHERN MARYLAND TIMES

Alverda D. Lauer

Sec'y.-Treas.

Filed Feb. 9, 1946

JOHN M. EVERD, et al.	:	NO. 8976 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELLA V. HOFMEISTER, et al.	:	ANNE ARUNDEL COUNTY

:::::

It appearing from the proceedings in this cause that the order of publication heretofore issued therein has been duly published in the "Southern Maryland Times," a newspaper printed and published in Anne Arundel County, Maryland, and the defendants having failed to appear either in person or by solicitor and answer the bill of complaint filed against them.

IT IS THEREUPON, this 27" day of February, 1946, 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.

Judge

LIBER 91 PAGE 300

NO. 8976 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JOHN M. EVERD, et al.

VS.

ELLA V. HOFMEISTER, et al.

DECREE PRO CONFESSO

Feb. 27-1946

Filed Feby. 27th 1946.

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

Re-filed 23 Dec., 1953, Nunc pro Tunc as of Feb. 27, 1946

NO. 8976 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

JOHN E. EVERD and GERTRUDE EVERD

VS.

ELLA V. HOFMEISTER, widow,
GEORGE HOFMEISTER, Jr., and RUTH HOFMEISTER, his wife,
ELLA V. THOMPSON and IRVIN THOMPSON, her husband,
heirs at law of GEORGE J. HOFMEISTER, deceased;
JOHN WITTIG and MARY WITTIG, his wife,
HENRY SCHUHART, widower,
EDWARD SCHUHART and ELIZABETH SCHUHART, his wife,
JOHN SCHUHART and MARY SCHUHART, his wife,
HARRY SCHUHART, single,
GEORGE SCHUHART and MAE SCHUHART, his wife,
JEANETTE HETTCHEN and RAYMOND HETTCHEN, her husband,
WILLIAM SCHUHART, single,
MILTON SCHUHART, single,
EDNA LOVELL and WILLIAM T. LOVELL, her husband,
CARL SCHUHART, single,
MARIE SCHUHART, single,
HENRY L. WALKER and RUTH E. WALKER, his wife,
FRANKLIN WALKER, single,
MARIE K. W. FOREMAN and EDWARD FOREMAN, her husband,
ELIZABETH W. FISCHER and WILLIAM FISCHER, her husband,
JAMES E. WALKER and HELEN H. WALKER, his wife,
WILLIAM S. WALKER and MARTHA WALKER, his wife,
and SOPHIE EIBNER, widow,
surviving heirs at law of JOHN H. WITTIG, deceased;
CHARLES BONNETT, widower;
JOSEPH GONET and FRANCES GONET, his wife;
WILLIAM R. L. RUTHS, single;
THOMAS H. MYRICK and ANNA MYRICK, his wife;
CHARLES L. KECK and SUSIE J. KECK, his wife;
STEVEN J. EVERD and MARGARET EVERD, his wife;
and ALL PERSONS HAVING OR CLAIMING TO HAVE ANY INTEREST IN THE PROPERTY KNOWN AS LOTS NOS. 33 to 38, inclusive, in Section 116, LOTS NOS. 1 to 8, inclusive, in Section 116, LOTS NOS. 1 to 4, inclusive, and LOTS NOS. 47 to 60, inclusive, in Section 117, AS SHOWN ON THE PLAT OF EVERD'S SUBDIVISION NO. 2 OF GREEN HAVEN, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY

::::::::::

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 8" day of April, 1946, 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, from or under them, or any of them, in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to the plaintiffs on the 9th day of October, 1944, for the non-payment of taxes, be and the same are hereby barred and foreclosed.

(2) THAT an absolute and indefeasible title in fee simple to said property, free and clear of all alienation and descents occurring prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public assessments to which the same is subject), is 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 thereon accruing subsequent to the date of sale, the Treasurer of Anne Arundel County shall execute a deed conveying said property to the plaintiffs.

(4) THAT the plaintiffs shall pay the costs of these proceedings.

Judge

LIBER 91 PAGE 363

NO. 3976 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JOHN E. EVERD, et al.

VS.

ELLA V. HOFMEISTER, et al, etc.

DECREE

8 April 1946

Filed April 8th 1946.

E

ALBERT J. GOODMAN
ATTORNEY AT LAW
12 CHURCH CIRCLE
ANNAPOLIS, MARYLAND

FOLIO 31 PAGE 306

JOHN M. EVERD, et al.	:	NO. 8976 EQUITY
		IN THE CIRCUIT COURT
VS.	:	FOR
ELLA V. HOFFMEISTER, et al.	:	ANNE ARUNDEL COUNTY

:::::::

PETITION AND ORDER OF COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John M. Everd and Gertrude Everd, complainants in the above-entitled case, respectfully represents unto Your Honors:

FIRST: That on the 8th day of April, 1946, this Court passed its decree authorizing and directing the Treasurer of Anne Arundel County to execute a deed for the property mentioned in said proceedings; and such a deed was executed in pursuance thereon on April 26, 1946, which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 355, folio 342.

SECOND: That since the execution of said deed, it has come to the attention of your petitioners that the subpoenas issued for the following respondents had only one return of "non est" instead of two returns of "non est" as prescribed by Article 81, Section 104, of the Annotated Code of Maryland:

A. Jeanette Hettchen and Raymond Hettchen, her husband, whose last known address is 1805 North Dallas Street, Baltimore, Maryland.

B. James E. Walker and Helen H. Walker, his wife, whose last known address is 4103 Highland Avenue, Brooklyn 25, Maryland.

C. Thomas H. Myrick and Anna Myrick, his wife, whose last known address is 106 North Clinton Street, Baltimore, Maryland.

WHEREFORE, your petitioners pray that an order may be passed by this Honorable Court reopening the proceedings and directing the Clerk to reissue for the respondents names in Paragraph Two hereof.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER OF COURT

Upon the foregoing petition, it is this 20th day of September, 1955, by the Circuit Court for Anne Arundel County in Equity ordered that these proceedings be reopened and that the Clerk reissue for the respondents, Jeanette Hettchen and Raymond Hettchen, her husband; James E. Walker and Helen H. Walker, his wife; and Thomas H. Myrick and Anna Myrick, his wife, as prayed.

Judge

NO. 8976 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JOHN M. EVERD, et al.

VS.

ELLA V. HOFFMEISTER, et al.

PETITION AND ORDER OF COURT

ALBERT J. GOODMAN
ATTORNEY AT LAW
156 SOUTH STREET
ANNAPOLIS, MARYLAND

Filed 20 Sept. 1955.

JOHN M. EVERD, et al.	:	NO. 8976 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELLA V. HOFFMEISTER, et al.	:	ANNE ARUNDEL COUNTY

:::::::

PETITION AND DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John M. Everd and Gertrude Everd, complainants in the above-entitled case, respectfully represents unto Your Honors:

FIRST: That Jeanette Hettchen, Raymond Hettchen, James E. Walker, Helen H. Walker, Thomas H. Myrick and Anna Myrick, several of the respondents herein, were originally returned "non sunt" in these proceedings.

SECOND: That since said original returns, the respondents, Jeanette Hettchen, Raymond Hettchen, James E. Walker, Thomas H. Myrick and Anna Myrick, have again been returned "non sunt."

THIRD: That the respondent, Helen H. Walker, has been duly summoned and has failed to appear to the bill of complaint and answer the same according to the command of the said writ of summons.

FOURTH: That publication has been had against all the respondents in these proceedings, as will appear from the certificate of publication filed herein.

FIFTH: That none of the respondents has appeared to defend said action or to redeem any of said property.

WHEREFORE, your petitioners pray:

A. THAT the second returns of the sheriff mentioned herein may be filed nunc pro tunc as of February 4, 1946.

B. THAT the bill of complaint may be taken pro confesso against said respondent, Helen H. Walker, and that said decree pro confesso may be filed nunc pro tunc as of February 27, 1946.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

C. THAT this Court pass a decree confirming its original decree of April 8, 1946, filed herein, and authorizing the Treasurer of Anne Arundel County to execute a confirmatory deed to your petitioners.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman

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

D E C R E E

Upon the foregoing petition, it is this 23d day of December, 1955, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed:

1. THAT the Clerk be, and he is hereby, directed to file the second returns of the sheriff "non sunt" against the respondents, Jeanette Hettchen, Raymond Hettchen, James E. Walker, Thomas H. Myrick, and Anna Myrick, nunc pro tunc as of February 4, 1946.

2. THAT the bill of complaint be, and the same is hereby taken pro confesso against the respondent, Helen H. Walker; and the Clerk be, and he is hereby, directed to file said decree pro confesso nunc pro tunc as of February 27, 1946.

3. THAT the decree of this Court dated April 8, 1946, filed in these proceedings, be, and the same is hereby, in all respects ratified and confirmed.

4. THAT the Treasurer of Anne Arundel County be, and he is hereby, directed to execute to the said John M. Everd and Gertrude Everd, his wife, a confirmatory deed conveying to them the lots mentioned in these proceedings.

5. THAT the complainants pay the costs of these proceedings.

Benjamin Michaelson

Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

5

LIBER 91 PAGE 368

NO. 8976 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

JOHN M. EVERD, et al.

VS.

ELLA V. HOFFMEISTER, et al.

PETITION AND DECREE

Order - Dec 23, 1955

Filed: 23 Dec 1955
Decree filed 23 Dec., 1955

THE CRESSTON PARK REALTY	:	
COMPANY, ARNOLD, MD.	:	IN THE CIRCUIT COURT
VS	:	FOR
HOWARD F. McPHERSON and	:	ANNE ARUNDEL COUNTY.
HELEN L. McPHERSON,	:	

Mr. Clerk:

Please file in the above entitled case, the foreclosure of the attached mortgage, ~~and issue Summons for the above parties~~.

Frank N. Jaeck
Attorney for the Mortgagee

Filed 10 Feb., 1955.

LIBER 91 PAGE 370
LIBER 836 PAGE 257

Equity No. 11,256

THIS MORTGAGE, made this 1st day of June in the year One Thousand, Nine Hundred and Fifty-Four, by and between Howard F. McPherson and Helen L. McPherson, his wife, parties of the first part, and The Creston Park Realty Company, a body corporate, duly incorporated under the laws of the State of Maryland, party of the second part.

WHEREAS, the said Howard F. McPherson and Helen L. McPherson, his wife, are justly indebted unto the said party of the second part in the full sum of Five Thousand, Two Hundred Dollars for the money loanded and advanced this day, to be applied toward payment of the purchase price of the property hereinafter described for the repayment of which sum they have made and passed unto the said party of the second part their ninety five negotiable Promissory notes of even date herewith, all drawn payable to the order of the said party of the second part. Ninety-Four Notes being for the principal sum of Fifty-Five Dollars each, and one for Thirty Dollars, payable respectively on the 1st day of each and every month for ninety-five months beginning July 1st, 1954; all of the said notes bearing interest at the rate of Six Per Centum per Annum.

AND WHEREAS, it was a condition prededent to the making of the aforesaid loan, that the repayment hereof, with interest, should be secured by the execution of the present.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That in consideration of the premises, and of the sum of One Dollar, this day paid, the receipt whereof is acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, its successors, and assigns, in fee simple, all that property situate in Anne Arundel County, State of Maryland, and described as follows, that is to say;

ALL THAT PROPERTY situate, lying and being in the Third Election District of Anne Arundel County, and known as lots 19 and 20, on a plat of survey of Creston Park as surveyed by J. Spence Howard, Surveyor and Civil Engineer, August 1920, which said plat is recorded among the land Records of Anne Arundel County in plat book No. G. W. Sec. 3, Folio 221.

Filed 10 Feb., 1955

2

BEING, the same property which by deed of even date, herewith and intended to be recorded among the Land Records of Anne Arundel County, prior hereto was granted and conveyed by the Creston Park Realty Company, to Howard F. McPherson and Helen L. McPherson, his wife, in fee simple.

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

TO HAVE AND TO HOLD, the aforesaid parcels of ground and premises unto and to the proper use and benefit of the said Mortgagee, its successors and assigns forever, in fee simple.

PROVIDED, that if the said Howard F. McPherson and Helen L. McPherson, his wife, **their heirs**, personal representatives or assigns, shall well and truly pay or cauce to be paid the aforesaid sum of Five Thousand Two Hundred Dollars, and all interest thereon accured, when and as the same may be due and payable, and shall perform all the convenants herein on their part to be performed, then this Mortgage shall be void.

AND it is agreed that, until default be made in the premises the said Mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied on said hereby mortgaged property, which taxes, assessments, public dues, charges, mortgage debt and interest, the said Mortgagors for their heirs, personal representatives and assigns, do hereby convenant to pay them when legally demandable. But if default be made in paymant of said money, or the interest thereon to accure in any part or either of them, at the time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire Mortgage debt shall be deemed due and demandable, and it shall be lawful for the said party of the second part, its successors or assigns, or Joseph Hoffman Jacobs, its Attorney, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs or assigns, and which sale shall

be made in the manner following, viz; upon giving twenty days notice of the time, place, manner and terms of sale in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, its successors or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of Fifty Dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of court having equity jurisdiction in the State of Maryland; Secondly, to the payment of all claims of said Mortgagee, its successors and assigns, under this Mortgage, whether the same shall have matured or not, and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagors, for themselves, their heirs, personal representatives or assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the 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 commission to trustees making sale under orders or decree of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs and commissions; the said Mortgagors, for themselves, their heirs, personal representatives and assigns, to hereby covenant to pay, and the said Mortgagee, its successors or assigns, or to Joseph Hoffman Jacobs, its Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof unless the same be accompanied by a tender of the said expenses, costs, and commissions, but said sale may be proceeded with unless, prior to the day

appointed thereof, legal tender be made of said principal, costs, expenses and commission.

AND the said parties of the first part for themselves, their heirs, personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagee, its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least the amount of the mortgage claim, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to innure to the benefit of the said Mortgagee, its successors and assigns, to the extent of their lien or claim hereunder, andto deliver the said policy or policies to the said Mortgagee its successors and assigns.

WITNESS the hands and seals of the said Mortgagors.

Test:

Henry M. Bachman

Howard F. McPherson (SEAL)
Howard F. McPherson

Helen L. McPherson (SEAL)
Helen L. McPherson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT: LIBER 836 PAGE 261

I hereby certify, that on this 1st day of June, Nineteen Hundred and Fifty-Four, before me, the Subscriber, a Notary Public, of the State of Maryland, in and for the County aforesaid, personally appeared Howard F. McPherson and Helen L.McPherson, his wife, the Mortgagors named in the aforegoing Mortgage, and they acknowledged the aforegoing Mortgage to be their act. At the same time, also, appeared Joseph Hoffman Jacobs, President of the Cresston Park Realty Company and made oath in the form of law the the consideration set forth in said Mortgage is true and bona fide as herein set forth.

Henry M. Bachman
Henry M. Bachman, Notary Public

Recorded-3rd-June-1954-at-10:50-A.M.

5

M. C. R. JOSEPH T. GRACCHI, Sr., Treas. TAXES PAID TO 1954

Delivered

Howard F. McPherson and
Helen L. McPherson

and

The Cresston Park Realty
Company, Arnold, Md.

Received for Record 2 Day
of June 1954 at 10.50 A. M.
and the same day recorded in Liber
J.H.H. No. 232 Fol. 257 Land
Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

Joseph Hoffman Jacobs
Attorney-at-law
Arnold, Md.

LUCAS BROS., INC., BALTIMORE, FORM L 133

THE CRESSTON PARK REALTY COMPANY	:	NO. 11,256 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
HOWARD F. McPHERSON and HELEN L. McPHERSON, his wife	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of The Cresston Park Realty Company, a body corporate, under the mortgage from Howard F. McPherson and Helen L. McPherson, his wife, dated June 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 836, folio 257:

Principal debt as of March 4, 1955	$4,760.00
Interest on $5,200.00 from June 1, 1954, to March 4, 1955	217.37
	$4,977.37

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 1st day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOSEPH HOFFMAN JACOBS, President of The Cresston Park Realty Company, and made oath in due form of law that the above statement of mortgage debt is true to the best of his knowledge and belief and that he is duly authorized to make this acknowledgment on behalf of said body corporate.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

Filed, Mar. 1955.

Maryland Form Bond—
Sale of Real Estate

Glens Falls
INDEMNITY COMPANY
Glens Falls, New York

THE CRESSTON PARK REALTY COMPANY

VS.

HOWARD F. McPHERSON and
HELEN L. McPHERSON, his wife

NO. 11,256 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Know All Men by these Presents:

THAT WE, Joseph Hoffman Jacobs,

as Principal, and GLENS FALLS ~~INDEMNITY~~ INSURANCE COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand and no/100- Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 1st day of March, nineteen hundred and fifty-five.

Whereas, by virtue of a power of sale contained in a mortgage from Howard F. McPherson and Helen L. McPherson, his wife, to The Cresston Park Realty Company bearing date on or about the 1st day of June, nineteen hundred and fifty-four, the said Joseph Hoffman Jacobs is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part. And whereas default has been made in the payment of the interest and principal aforesaid, and the said ~~by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure, and the said~~ Principal is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such, That if the above bounden Joseph Hoffman Jacobs do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

WITNESS:

Grace R. Hartge
Grace R. Hartge

Joseph Hoffman Jacobs (SEAL)
Joseph Hoffman Jacobs

(SEAL)

GLENS FALLS ~~INDEMNITY~~ INSURANCE COMPANY

Albert J. Goodman
Albert J. Goodman *Attorney*

Form 8182—A—6-50

8

Filed 1 Mar. 1955.

Approved this 1 Mar. 1955
John H. Hopkins, 3rd, Clerk.

Legal Notices

JOSEPH HOFFM. JACOBS, Atty.

ATTORNEY'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY

Under and by virtue of the power and authority by being the attorney named in a mortgage from Howard J. McPherson and Helen L. McPherson to the Cresston Park Realty Company, dated the first day of June, one thousand, nine hundred and fifty four and duly recorded among the land records of Anne Arundel County in liber JHH No. 836 folio 257, mortgagors having defaulted, the undersigned will sell at public auction at Anne Arundel County, Maryland at the Court House door March 4, 1955 at 11 A. M. all that lot of ground situate in the third election district in Anne Arundel County, Maryland and known as Lots 19 and 20 on a plat of survey of Cresston Park as surveyed by J. Spence Howard, surveyer and civil engineer, August 1920, which said plat is recorded among the land records of Anne Arundel County in plat book No. GW section 3 folio 221 and having fifty feet on Dividing Creek and forty five feet on Magothy Road with a depth of one hundred seventy five feet on South East side and one hundred fifty eight feet on the North side. Being the same lots of ground which by deed dated the first day of June, 1954 and recorded among the land records of Anne Arundel County in liber JHH No. 836 folio 257 etc. and was granted and conveyed by Cresston Park Realty Company to the mortgagors herein named.

Improvements consist of a one story frame building, with porch and shrubbery. Excellent condition.

Terms of sale: A deposit of five hundred dollars ($500.00) will be required of the purchaser at time of the sale and the balance of the purchase money with interest thereon at the rate of six percent per annum to be paid in cash upon the final ratification of sale. Taxes and expenses to be adjusted as of day of sale.

For further particulars apply to Joseph Hoffman Jacobs, Attorney. Cresston Park, Maryland.
Robert H. Campbell, Auctioneer. f-25

No. E.C. 6168

LIBER 91 PAGE 377 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 1, 1955

We hereby certify, that the annexed

Attorney's Sale
of valuable property
Howard J. McPherson

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 26th day of February, 1955. The first insertion being made the 11th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wightman

Filed 3 March 1955

THE CRESSTON PARK REALTY COMPANY : NO. 11,256 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

HOWARD F. McPHERSON and : ANNE ARUNDEL COUNTY
HELEN L. McPHERSON, his wife

:::::::

AGREEMENT OF PURCHASER AND
CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I (we) have purchased at public auction from Joseph Hoffman Jacobs, attorney named in the mortgage, the property described in the advertisement attached hereto for the sum of FOUR THOUSAND FIVE HUNDRED- - - - - - - - - DOLLARS ($ 4,500.00); and I (we) agree to comply with the terms of sale as set forth therein.

AS WITNESS my (our) hand(s) and seal(s) this 4th day of March, 1955.

WITNESS:

THE CRESSTON PARK REALTY CO.

Grace R. Hartge as to Joseph Hoffman Jacobs (SEAL)
By Joseph Hoffman Jacobs, President

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Joseph Hoffman Jacobs, attorney named in the mortgage, the property described in the advertisement attached hereto to THE CRESSTON PARK REALTY CO. at and for the sum of FOUR THOUSAND FIVE HUNDRED- - - - - DOLLARS ($ 4,500.00), it being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 4th day of March, 1955.

WITNESS:

Grace R. Hartge — Robert H. Campbell (SEAL)
Grace R. Hartge — Robert H. Campbell, Auctioneer

Filed 4 Mar 1955

10

Legal Notices

JOSEPH HOFFMAN JACOBS, Atty.

ATTORNEY'S SALE
OF VALUABLE
FEE SIMPLE PROPERTY

Under and by virtue of the power and authority by being the attorney named in a mortgage from Howard J. McPherson and Helen L. McPherson to the Cresston Park Realty Company, dated the first day of June, one thousand, nine hundred and fifty four and duly recorded among the land records of Anne Arundel County in liber JHH No. 836 folio 257, mortgagors having defaulted, the undersigned will sell at public auction at Anne Arundel County, Maryland at the Court House Door March 4, 1955 at 11 A. M. all that lot of ground situate in the third election district in Anne Arundel County, Maryland and known as Lots 19 and 20 on a plat of survey of Cresston Park as surveyed by J. Spence Howard, surveyer and civil engineer, August 1920, which said plat is recorded among the land records of Anne Arundel County in plat book No. GW section 3 folio 221 and having fifty feet on Dividing Creek and forty five feet on Magothy Road with a depth of one hundred seventy five feet on South East side and one hundred fifty eight feet on the North side. Being the same lots of ground which by deed dated the first day of June, 1954 and recorded among the land records of Anne Arundel County in liber JHH No. 836 folio 257 etc. and was granted and conveyed by Cresston Park Realty Company to the mortgagors herein named.

Improvements consist of a one story frame building, with porch and shrubbery. Excellent condition.

Terms of sale: A deposit of five hundred dollars ($500.00) will be required of the purchaser at time of the sale and the balance of the purchase money with interest thereon at the rate of six percent per annum to be paid in cash upon the final ratification of sale. Taxes and expenses to be adjusted as of day of sale.

For further particulars apply to Joseph Hoffman Jacobs, Attorney, Cresston Park, Maryland.
Robert H. Campbell, Auctioneer. f-25

THE CRESSTON PARK REALTY COMPANY	:	NO. 11,256 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
HOWARD F. McPHERSON and HELEN L. McPHERSON, his wife	:	ANNE ARUNDEL COUNTY

:::::::

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Joseph Hoffman Jacobs, attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person at the courthouse door in the City of Annapolis, Maryland, on Friday, March 4, 1955, 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 said mortgage, to wit:

> All those lots of ground situate in the Third Election District of Anne Arundel County, Maryland, and known as Lots Nos. 19 and 20 on a plat of survey of Cresston Park, as surveyed by J. Spence Howard, surveyor and civil engineer, August, 1920, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book G.W. Section 3, folio 221.
>
> Being the same property which was conveyed to the said Howard F. McPherson and wife by The Cresston Park Realty Company by deed dated June 1, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 836, folio 257.

Said property being sold to THE CRESSTON PARK REALTY CO.

at and for the sum of FOUR THOUSAND FIVE HUNDRED- - - - - - - - Dollars ($4,500.00- -), it~~he~~ being at that price

Filed 4 Mar. 1955.

11

then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale.

The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

Joseph Hoffman Jacobs
Cresston Park
Arnold, Maryland
Attorney named in the mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared JOSEPH HOFFMAN JACOBS, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

12

LIBER 91 PAGE 381

ORDER NISI

The Cresston Park Realty Co.

versus

Howard F. McPherson and
Helen L. McPherson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11256 Equity

Ordered, this 4 day of March, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by Joseph Hoffman Jacobs, attorney named in Mortgage;

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of April next.

The report states that the amount of sales to be $ 4,500.00

John U. Hopkins 3, 1955 Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 4 Mar., 1955

The Cresston Park Realty Co.

versus

Howard F. McPherson and
Helen L. McPherson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of April, 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.

Filed 12 Apr., 1955.

LIBER 91 PAGE 382

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. 11,256 Equity
THE CRESSTON PARK REALTY CO.
Vs.
HOWARD F. McPHERSON and HELEN L. McPHERSON, his wife.

Ordered, this 4th day of March, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Joseph Hoffman Jacobs, Attorney named in Mortgage, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10th 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 10th day of April next.

The report states that the amount of sales to be $4,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-28

No. E.C. 5073

14

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1955

We hereby certify, that the annexed

Order Nisi. Sale

Eq. 11,256

Howard F. McPherson

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 April, 1955. The first insertion being made the 7th day of March, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Filed 11 apr., 1955.

In the Case of

The Cresston Park Realty Company
vs.
Howard F. McPherson
and
Helen L. McPherson, his wife

In the
Circuit Court
For
Anne Arundel County
No. 11,256 Equity

To the Honorable, the Judges of said Court:

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

April 25, 1955

All of which is respectfully submitted.

Auditor

Filed 25 Apr., 1955

15

Dr. The Cresston Park Realty Company vs. Howard F. McPherson and Helen L. McPherson in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	165	78	215	78
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	26	25		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Insurance Co. - bond premium	20	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Grace R. Hartge - notary fee	1	00	111	20
To Attorney for Taxes, viz:				
1955 State and County taxes ($36.88 - adjusted to 3/4/55)	6	56	6	56
To The Cresston Park Realty Company, mortgagee - this balance on account mortgage claim	4,150	21	4,150	21
			4,526	00
Amount of mortgage claim filed	4,977	37		
Cr. Amount allowed above	4,150	21		
Balance subject to decree in personam	827	16		

16

with Joseph Hoffman Jacobs, Attorney named in Mortgage Cr.

1955				
Mar.	4	Proceeds of Sale	4,500 00	
		Interest on deferred payment from 3/4/55 to 4/12/55	26 00	
				4,526 00
				4,526 00

LIBER 91 PAGE 386

ORDER NISI

The Cresston Park Realty Company

VERSUS

Howard F. McPherson

and

Helen L. McPherson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,256 Equity.

ORDERED, This 25 day of April, 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 28 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28 day of May next.

[illegible] 1955

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 10th 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~~ attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

[illegible]

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. 11,256 Equity
THE CRESSTON PARK REALTY COMPANY
Vs.
HOWARD F. McPHERSON, and HELEN L. McPHERSON, his wife.

Ordered, this 25th day of April, 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 May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of May next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1955

We hereby certify, that the annexed Order Nisi Auditor Account Eq. 11,256. Howard F. McPherson

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 May, 1955. The first insertion being made the 27th day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. 6628

19

Filed 10 June, 1955

EJW:JG 2-22-54

LIBER 91 PAGE 387

ARTHUR L. WALLACE 79 Johnson Road Pasadena Post Office Anne Arundel County, Md.	*	IN THE CIRCUIT COURT
	*	OF ANNE ARUNDEL COUNTY
vs	*	IN EQUITY
ELIZABETH M. WALLACE c/o Rene Hotel J and 15th Streets Sacramento, California	*	No. 9739

* * * * * * * * * * *

BILL OF COMPLAINT
FOR SALE FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Arthur L. Wallace, Complainant, complaining, says:

1. That by virtue of a Deed in fee simple from J. Thomas Nelson and Louisa C. Nelson, his wife, dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273 folio 304, etc, the fee simple property mentioned in said Deed and hereinafter described was conveyed to your Complainant and Elizabeth M. Wallace, the respondent, as tenants by the entireties, as will more fully and at large appear by a reference to a certified copy of said Deed filed herewith marked "Complainant's Exhibit A" and prayed to be taken as a part hereof. That the property so acquired by the parties hereto under and by virtue of the above mentioned Deed is specifically described as follows:

Beginning for the same on the east side of a twenty foot road at the distance of one hundred and forty feet south twenty-nine degrees twenty minutes west from an angle in said road, as laid out on a plat of Bar Harbor, and recorded among the Land Records of Anne Arundel County, State of Maryland, in Plat Book G.W. Section 3, folio 219; and thence leaving said road and running south seventy-two degrees forty-five minutes east two hundred and thirty feet, more or less, to the waters of Rock Creek; thence binding thereon in a southerly direction sixty feet, more or less, to intersect the division line between Lots Numbered Seventy-nine (79) and Eighty (80), as laid out on the aforesaid plat; thence leaving said waters and running north seventy-two degrees forty-five minutes west two hundred and forty-five feet, more or less, to the east side of the above mentioned road; thence binding thereon north twenty-nine degrees thirty minutes east sixty feet to the place of beginning.

2. Subsequent to the acquisition of the property above described in Paragraph 1 hereof, Arthur L. Wallace, the Complainant was, by a Decree of Divorce A Vinculo Matrimonii dated August 11, 1951, divorced from the said Respondent, Elizabeth M. Wallace, as will appear by reference to the Divorce Decree in Case No. 3962 of Divorces in Equity, in the Circuit Court of Anne Arundel County, Maryland, a certified copy of said Decree being filed herewith

Filed 3 Mar., 1954

marked "Complainant's Exhibit B", and prayed to be taken as a part hereof.

3. That by virtue of the Decree of Divorce A Vinculo Matrimonii referred to in Paragraph 2 hereof, the said property became vested in the Complainant and Respondent as tenants in common and not as tenants by the entireties.

4. That the parties Complainant and Respondent are both over 21 years of age. There are no encumbrances on said property.

5. That a fair value of said property is not less than $9000.00 in fee simple, including the value of the improvements thereon which consist of a 6 room house with 1 bath, hot-air oil heat, and a one-car garage.

6. That the said property is not susceptible to partition without material loss or injury to the parties entitled to the interests thereon as above stated, and that in order to make division of said interests it will be necessary that a Trustee or Trustees be appointed by this Honorable Court to sell the said property and to divide the proceeds thereof between the parties according to their respective interests pursuant to the terms of any Decree which shall be passed herein.

7. That the Respondent, Elizabeth M. Wallace, is a non-resident of the State of Maryland, whose last known address was in care of the Rene Hotel, J and 15th Streets, Sacramento, State of California, she being at that address known as "Mrs. Mary Wallace."

TO THE END, THEREFORE:

(a) That this Honorable Court appoint Trustee or Trustees for the sale of said property.

(b) That a Decree may be passed ordering the sale of said property.

(c) That the proceeds of said sale may be distributed between the Complainant and the Respondent according to their respective rights and interests, and in accordance with any Decree of this Honorable Court which may be passed herein.

(d) That your Complainant may have such other and further relief as the nature of his case may require.

May it please Your Honors to grant unto the Complainant an Order of Publication, giving notice to the absent Defendant, Elizabeth M. Wallace, whose last address is c/o Rene Hotel, J and 15th Streets, Sacramento, State

of California, ofthe object and substance of this Bill of Complaint, warning her to be and appear in this Honorable Court either in person or by solicitor on or before some certain date to be named therein, to show cause, if any she may have, why a Decree should not be passed as prayed.

AND, AS IN DUTY BOUND, ETC.

Albert J. Goodman
156 South Street
Annapolis, Maryland

Edwin J. Wolf
110 East Lexington Street
Baltimore 2, Maryland

Solicitors for Complainant

Arthur L. Wallace - Complainant

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I hereby certify that on this 26th day of February, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, aforesaid, personally appeared Arthur L. Wallace, the Complainant herein, and made oath in due form of law that the matters and facts in the foregoing Bill of Complaint for Sale for Partition are true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Jean Flax - Notary Public

3

ARTHUR L. WALLACE : NO. 10,939 EQUITY

LIBER 91 PAGE 390 VS. : IN THE CIRCUIT COURT

: FOR

ELIZABETH M. WALLACE : ANNE ARUNDEL COUNTY

COMPLAINANT'S EXHIBIT A

(INT. REV. STAMPS $4.95) (MD. STATE STAMPS $4.50)

THIS DEED, Made this twelfth day of January, in the year one thousand nine hundred and forty-three, between J. Thomas Nelson and Louisa C. Nelson, his wife, of Baltimore City, in the State of Maryland of the first part, and Arthur L. Wallace and Elizabeth M. Wallace, his wife, of said City and State, of the second part.

WITNESSETH that in consideration of the sum of Five Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said J. Thomas Nelson and Louisa C. Nelson, his wife, do grant and convey unto the said Arthur L. Wallace and Elizabeth M. Wallace, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee-simple, all those lots of ground situate, lying and being in Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same on the east side of a twenty foot road at the distance of one hundred and forty feet south twenty-nine degrees twenty minutes west from an angle in said road, as laid out on a plat of Bar Harbor, and recorded among the Land Records of Anne Arundel County, State of Maryland, in Plat Book G.W._____Section 3, folio 219; and thence leaving said road and running south seventy-two degrees forty-five minutes east two hundred and thirty feet, more or less, to the waters of Rock Creek; thence binding thereon in a southerly direction sixty feet, more or less, to intersect the division line between Lots Numbered Seventy-nine (79) and Eighty (80), as laid out on the aforesaid plat; thence leaving said waters and running north seventy-two degrees forty-five minutes west two hundred and forty-five feet, more or less, to the east side of the above mentioned road; thence binding thereon north twenty-nine degrees thirty minutes east sixty feet to the place of beginning.

Examined Exhibit A.
Wallace vs. Wallace
No. 10,939 Equity
Filed 1-20-55 Circ.

Filed 3-1- Mar., 1954. Refiled 15 Feb., 1955.

BEING the same lots of ground which, by deed dated June 14, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 164, folio 289, were granted and conveyed by DeWitt S. Christian and wife to the said J. Thomas Nelson and Louisa C. Nelson, his wife.

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

TO HAVE AND TO HOLD, the lots of ground and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Arthur L. Wallace and Elizabeth M. Wallace, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, forever, in fee simple.

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

WITNESS the hands and seals of said grantors.

TEST: J. THOMAS NELSON (SEAL)

EDITH L. LINDSAY LOUISA C. NELSON (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

On this the twelfth day of January, 1943, before me, a Notary Public, personally appeared J. Thomas Nelson and Louisa C. Nelson, his wife, known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(NOTARIAL SEAL) EDITH L. LINDSAY

My Commission expires May 3, 1943. NOTARY PUBLIC

Recorded January 14-1943-12M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, That the aforegoing Deed was truly taken and copied from Liber J.H.H. No. 273 Folio 304 one of 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 24th day of February, 1954.

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

6

LIBER 91 PAGE 393

COMPLAINANT'S EXHIBIT B

ARTHUR L. WALLACE
VS.
MARY WALLACE

No. 3962 Divorces-Equity.
In the Circuit Court for Anne Arundel County, Maryland.

This cause standing ready for hearing and being submitted by the plaintiff the proceedings were read and considered by the Court.

Whereupon it is ordered this 11th day of August, Nineteen Hundred and Fifty-one, by the Circuit Court for Anne Arundel County sitting in Equity, and by authority of this Court adjudged, ordered and decreed that the above named plaintiff, ARTHUR L. WALLACE, be, and he is hereby, divorced "a vinculo matrimonii" from the defendant, the said MARY WALLACE.

It is further ordered that the Plaintiff, Arthur L. Wallace, be and he is hereby awarded the custody and guardianship of Frederick Arthur Wallace, the minor child of the parties hereto.

And is further adjudged, ordered and decreed that the Plaintiff pay the costs of these proceedings.

/s/ Benjamin Michaelson
Judge

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy of decree of Court passed in the above entitled cause in the Circuit Court for Anne Arundel County.

In Testimony Whereof, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 23rd day of February, A. D, 1954.

John H. Hopkins, 3rd, Clerk.

Examiner's Exhibit No. 1
Wallace vs. Wallace
No. 10,939 Equity
filed 1-20-55 CWC

Refiled 15 Feb. 1955. Filed 3 Mar, 1954.

ARTHUR L. WALLACE	:	NO. 10,939 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELIZABETH M. WALLACE	:	ANNE ARUNDEL COUNTY

:::::::

ORDER OF PUBLICATION

The object of this Bill is to obtain a Sale for Partition of the fee simple property described in the Bill of Complaint.

The Bill recites that by Deed dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 304, the Complainant and the Respondent acquired the property described as follows:

> Beginning for the same on the east side of a twenty foot road at the distance of one hundred and forty feet south twenty-nine degrees twenty minutes west from an angle in said road, as laid out on a plat of Bar Harbor and recorded among the Land Records of Anne Arundel County, State of Maryland, in Plat Book G.W. Section 3, folio 219; and thence leaving said road and running south seventy-two degrees forty-five minutes east two hundred and thirty feet, more or less, to the waters of Rock Creek; thence binding thereon in a southerly direction sixty feet, more or less, to intersect the division line between Lots numbered Seventy-nine (79) and Eighty (80), as laid out on the aforesaid plat; thence leaving said waters and running north seventy-two degrees forty-five minutes west two hundred and forty-five feet, more or less, to the east side of the above mentioned road; thence binding thereon north twenty-nine degrees thirty minutes east sixty feet to the place of beginning.

Subsequent to the acquisition of the fee simple property thus described, the Complainant and Respondent were divorced a vinculo matrimonii on August 11, 1951, whereupon the fee simple title to the property above described became vested in the parties to these proceedings as tenants in common. Both parties to the proceedings are over 21 years of age; there are no encumbrances, and the fair value of the property is not less than $9,000.00.

The property is not susceptible to partition without material loss. In order to make division, sale must be made and the proceeds thereof divided between the Complainant and Respondent according to their respective interests. The Respondent is a non-resident, whose last known address is in care of Rene Hotel, J and 15th Streets, in the City of Sacramento, State of California. The Bill prays for the appointment of a Trustee or Trustees, the sale of the property, that a Decree may be passed ordering its sale, to see that the proceeds of said sale be distributed between the Complainant and Respondent according to their respective rights and interests.

It is thereupon, by the Circuit Court for Anne Arundel County in Equity, ORDERED this 3 day of March, 1954, that the Complainant, Arthur L. Wallace, by causing a copy of this Order to be inserted in a newspaper in Anne Arundel County once a week in each of four successive weeks before the 12 day of April, 1954, giving notice to the absent Respondent, Elizabeth M. Wallace, of the object and substance of his Bill, warning her to be and appear in this Court in person or by solicitor, on or before the 28 day of April, 1954, and show cause, if any she may have, why a decree should not be passed as prayed.

John H. Hopkins, 3rd, Clerk.

Filed 3 Mar., 1954.

LIBER 91 PAGE 395

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,939 EQUITY
ARTHUR L. WALLACE
Vs.
ELIZABETH M. WALLACE

ORDER OF PUBLICATION

The object of this Bill is to obtain a Sale for Partition of the fee simple property described in the Bill of Complaint.

The Bill recites that by Deed dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 273, folio 304, the Complainant and the Respondent acquired the property described as follows:

Beginning for the same on the east side of a twenty foot road at the distance of one hundred and forty feet south twenty-nine degrees twenty minutes west from an angle in said road, as laid out on a plat of Bar Harbor and recorded among the Land Records of Anne Arundel County, State of Maryland, in Plat Book G. W. Section 3, folio 219; and thence leaving said road and running south seventy-two degrees forty-five minutes east two hundred and thirty feet, more or less, to the waters of Rock Creek; thence binding thereon in a southerly direction sixty feet, more or less, to intersect the division line between Lots numbered Seventy-nine (79) and Eighty (80), as laid out on the aforesaid plat; thence leaving said waters and running north seventy-two degrees forty-five minutes west two hundred and forty-five feet, more or less, to the east side of the above mentioned road; thence binding thereon north twenty-nine degrees thirty minutes east sixty feet to the place of beginning.

Subsequent to the acquisition of the fee simple property thus described, the Complainant and Respondent were divorced a vinculo matrimonii on August 11, 1951, whereupon the fee simple title to the property above described became vested in the parties to these proceedings as tenants in common. Both parties to the proceedings are over 21 year of age; there are no encumbrances, and the fair value of the property is not less than $9,000.00.

No. 9 The property is not susceptible to partition without material loss. In order to make division, sale must be made and the proceeds thereof divided between the Complainant and Respondent according to their respective interests. The Respondent is a non-resident, whose last known address is in care of Rene Hotel, J and 15th Streets in the City of Sacramento, State of California. The Bill prays for the appointment of a Trustee or Trustees, the sale of the property, that a Decree may be passed ordering its sale, to see that the proceeds of said sale be distributed between the Complainant and Respondent according to their respective rights and interests.

It is thereupon, by the Circuit Court for Anne Arundel County in Equity, ORDERED this 3rd day of March, 1954, that the Complainant, Arthur L. Wallace, by causing a copy of this Order to be inserted in a newspaper in Anne Arundel County once a week in each of four successive weeks before the 12th day of April, 1954, giving notice to the absent Respondent, Elizabeth M. Wallace, of the object and substance of his Bill, warning her to be and appear in this Court in person or by solicitor, on or before the 28th day of April, 1954 and show cause, if any she may have, why a decree should not be passed as prayed.

JOHN E. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-1

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 7, 1954

We hereby certify, that the annexed

Order Publication # 10939

Arthur L. Wallace

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of April, 1954. The first insertion being made the 11th day of March, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 7 Apr, 1954.

ARTHUR L. WALLACE

vs.

ELIZABETH M. WALLACE

No. 10,939 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, Elizabeth M. Wallace, 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 29th day of April, 1954, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant.

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 29 Apr., 1954.

10

ARTHUR L. WALLACE,	:	IN
PLAINTIFF	:	THE CIRCUIT COURT
VS.	:	FOR
ELIZABETH M. WALLACE,	:	ANNE ARUNDEL COUNTY
DEFENDANT	:	NO. 10,939 EQUITY

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

TESTIMONY ON BEHALF OF PLAINTIFF

January 20, 1955

Present:

Mr. Albert J. Goodman, Solicitor for Plaintiff

Mr. Chipman W. Cunningham, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Joseph D. Lazenby, pages 2 and 3

Arthur L. Wallace, pages 3,4,5,6.

Filed 15 Feb., 1955

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

(Mr. Goodman)

1. What is your name and address?

A. Joseph D. Lazenby, 215 Main Street, Annapolis, Maryland.

2. What business are you engaged in?

A. Real estate business.

3. For how long a period of time have you been so engaged in that business?

A. Twenty three years.

4. Are you familiar with the property owned by Mr. Arthur L. Wallace and Elizabeth M. Wallace located at 79 Johnson Road, Pasadena, Maryland?

A. Yes.

5. When did you last examine it?

A. On January 4th of this year.

6. What reason did you have for making an examination of this property?

A. The reason was to form an opinion of the value of the property, the fair market value at todays values.

7. Describe the property.

A. It's a piece of water front property on Johnson Road in the area known as Bar Harbor, about one mile from Riviera Beach, and fronts on Rock Creek. It has a frontage of 60' and depth of about 230', and a dwelling with composition shingles on the outside, a modern kitchen, living room with fireplace, tile linoleum floors throughout, two bedrooms, and tile bath, electric hot water heater, but no heating plant in the house, it's serviced with running water from it's own pump and well, it has a septic tank, and is in good condition, also there is a garage on the property.

8. Have you formed an opinion as to it's value at this time?

A. The value today is Nine Thousand Dollars ($9,000.00), in my opinion.

9. What experience have you had in appraising real estate

12

in that section of Anne Arundel County?

A. Never in Bar Harbor before, but in Riviera Beach, along the Magothy, and all over the County. I have appraised property for the State and County Trust Company for former cases to this for the last twenty three years.

10. Have you sold or bought any real estate in that neighborhood?

A. Yes, and all over the County.

11. And you are thoroughly familiar with values in Anne Arundel County?

A. Yes, I am.

12. And your opinion of Nine Thousand Dollars ($9,000.00) as the fair market value is based upon appraisals and sales you have made in that vicinity and throughout the County?

A. Yes.

13. Is this property capable of division between its present owners, the two parties, Arthur L. Wallace and Elizabeth M. Wallace, without injury to the property?

A. No, it is not.

14. In your opinion, what should be done with the property to protect their respective interests?

A. Either one or the other buy it out or sell the property and divide the proceeds between the two owners.

(Mr. Cunningham)

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

Joseph D. Lazenby

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

(Mr. Goodman)

1. What is your name and address?

A. Arthur L. Wallace, 416 Edgewood Street, Baltimore 29, Md.

2. Did you ever live in Anne Arundel County?

A. Yes.

3. Where did you live in Anne Arundel County?

A. 79 Johnson Road, Pasadena Postoffice, Anne Arundel County, Maryland.

4. Are you married?

A. Yes.

5. To whom are you married?

A. Ruth Wallace.

6. Were you previously married?

A. Yes.

7. To whom?

A. Elizabeth M. Wallace.

8. Where did you live together with Elizabeth M. Wallace?

A. 79 Johnson Road, Pasadena, Anne Arundel County, Maryland.

9. When were you divorced from Elizabeth M. Wallace?

A. August, 1951.

10. Where were you divorced?

A. In the Circuit Court for Anne Arundel County, Maryland.

11. I show you a certified copy of a divorce decree, No.3962 Divorces, and ask you to identify it, please.

A. That is a certified copy of my divorce decree.
(DECREE FILED HEREWITH MARKED EXAMINER'S EX.1)

12. Did you own any real estate in Anne Arundel County prior to your divorce?

A. Yes.

13. What property was that?

A. 79 Johnson Road, Pasadena, Anne Arundel County, Maryland.

14. From whom did you acquire this property?

A. J. Thomas Nelson and Louisa C. Nelson, his wife.

15. What was the date of that deed?

A. January 12th, 1943.

16. I hand you a certified copy of a deed dated January 12th, 1943, from J. Thomas Nelson and Louisa C. Nelson, his wife, to Arthur L. Wallace and Elizabeth M. Wallace, his wife, coveying certain property located in Anne Arundel County, Maryland, and ask you to identify it, please?

A. This is a certified copy of the deed to my property which

14

my former wife and I now own.
Certified Copy of
(DEED FILED HEREWITH MARKED EXAMINER'S EX.2)

17. Have you or your wife conveyed your interest in this real estate since your divorce?

A. No.

18. Then you and Elizabeth M. Wallace own this property as tenants in common, do you not?

A. That is right.

19. What are the ages of your former wife and yourself, are you over 21?

A. Yes.

20. Are there any mortgages or any other liens against this property?

A. No.

21. In your opinion, what is a fair market value of the property?

A. I believe Nine Thousand Dollars ($9,000.00) would be a fair market value.

22. What does this property consist of?

A. A house, lot and garage.

23. How many rooms are in the house?

A. There were six rooms and one bath but the living room and dining room were combined.

24. What sort of heat is in the house?

A. Fireplace, that's all, one time I had a circulator heater but I don't have it now.

25. Can this property be divided between you and your former wife without injury to it?

A. No.

26. In your opinion, what should be done with the property in order that you and Elizabeth M. Wallace would get your respective interests?

A. It should be sold and the proceeds divided.

27. Where does Elizabeth M. Wallace live at the present time?

A. I don't know.

15

28. What was her last known address?

A. Rene Hotel, J and 15th Streets, Sacramento, California.

29. And under what name was she registered?

A. Mrs. Mary Wallace.

30. How did you learn of her residence in Sacramento, California?

A. She gave my next door neighbor's name as a reference when she was trying to get a job.

31. What efforts did you make to locate your wife?

A. I contacted her family and they didn't know where she was.

32. Have you ever been able to locate your wife definitely?

A. No.

33. Where were the relatives of Elizabeth M. Wallace living whom you asked about her address?

A. Baltimore, Maryland.

34. And they knew nothing of her whereabouts?

A. No, she hadn't contacted them and they didn't know any more than I did.

(Mr. Cunningham)

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

Arthur L Wallace
Arthur L. Wallace

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 15th day of February, 1955.

Examiner (SEAL)

C.W.C. $10.00

I.H. $6.00

17

LIBER 91 PAGE 404

ARTHUR L. WALLACE	:	NO. 10,939 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELIZABETH M. WALLACE	:	ANNE ARUNDEL COUNTY

:::::::

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings, exhibits and testimony all having been read and fully considered by the Court,

IT IS THEREUPON, this 28th day of February, 1955, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in the proceedings be sold for the purpose of partition among the parties; that EDWIN J. WOLF be, and he is hereby, appointed trustee to make said sale; and that the course and manner of his proceedings shall be as follows:

He shall first file with the Clerk of this Court a bond to the State of Maryland executed by himself and a surety or sureties to be approved by this Court in the penalty of NINE THOUSAND DOLLARS ($9,000.00), conditioned for the faithful performance of the trust reposed in him by this decree or to be reposed in him by any future decree or order in the premises. He shall then proceed to make 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 ten per cent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 28 Feb 1955.

18

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, complainant and respondent, 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 commission to the said trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith h e shall appear to have discharged h i s trust.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

19

ARTHUR L. WALLACE

VS.

ELIZABETH M. WALLACE

J. Md. Statutory.
Trustee's Bond.

LIBER 91 PAGE 406

NO. 10,939 EQUITY
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

TRUSTEE'S BOND

Know all Men by these Presents,

THAT WE, Edwin J. Wolf,

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 Nine Thousand ($9,000.00) 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 1st day of March, in the year nineteen hundred and fifty-five.

WHEREAS, the above bounden Edwin J. Wolf, by virtue of a decree of the Honorable the Judge of the Circuit Court dated February 28, 1955, , has been appointed trustee to sell the real estate

mentioned in the proceedings in the case of Arthur L. Wallace vs. Elizabeth M. Wallace

now pending in said Court .

Now the Condition of this Obligation is such, that if the above bounden Edwin J. Wolf

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

Jean Flax

Grace R. Hartge

Edwin J. Wolf [SEAL]

[SEAL]

GLENS FALLS ~~INDEMNITY~~ INSURANCE COMPANY

By Albert J. Goodman Attorney [SEAL]

Form 8195—B—1-41

Approved Title, Mar. 1955.

John W. Hopkins, 3rd, Clerk

Filed, Mar. 1955

20

GEORGE W. SCIB[illegible] - - - - - - - - - - - - - Auctioneer

ALBERT J. GOODMAN,
Attorney at Law,
156 South Street,
Annapolis, Maryland

TRUSTEE'S SALE

OF VALUABLE

Improved Waterfront Real Estate

LOCATED AT BAR HARBOR,
THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By Virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated February 28, 1955, and passed in a cause in said court pending wherein Arthur L. Wallace is complainant and Elizabeth M. Wallace is respondent, and known as No. 10,939 Equity, the undersigned trustee will offer at public sale at the Court House door, in the City of Annapolis, Maryland, on

Tuesday, April 5, 1955

AT 11 A.M.,

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

Beginning for the same on the east side of a 20-foot road at the distance of 140 feet south 29 degrees 20 minutes west from an angle in said road, as laid out on a plat of Bar Harbor, and recorded among the Plat Records of Anne Arundel County in Plat Book G.W., Section 3, folio 219; and thence leaving said road and running south 72 degrees 45 minutes east 230 feet, more or less, to the waters of Rock Creek; thence binding thereon in a southerly direction 60 feet, more or less, to intersect the division line between Lots 79 and 80, as laid out on the aforesaid plat; thence leaving said waters and running north 72 degrees 45 minutes west 245 feet, more or less, to the east side of the above-mentioned road; thence binding thereon, north 29 degrees 30 minutes east 60 feet to the place of beginning.

Being the same property which was conveyed to Arthur L. Wallace and Elizabeth M. Wallace, his wife, by J. Thomas Nelson and wife by deed dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 304.

This property is improved by a one-story, frame dwelling, with five rooms and tile bath, fireplace in living room, but no other heating system, electricity, well water, and a one-car garage.

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 the day of sale.

EDWIN J. WOLF, Trustee

Filed 5 Apr., 1955

LIBER 91 PAGE 408

ARTHUR L. WALLACE	:	NO. 10,939 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELIZABETH M. WALLACE	:	ANNE ARUNDEL COUNTY

:::::::

AGREEMENT OF PURCHASER AND
CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I ~~(we)~~ have purchased at public auction from Edwin J. Wolf, Trustee, the property described in the advertisement attached hereto for the sum of Five Thousand Dollars ($5,000.00) 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 5th day of April, 1955.

WITNESS:

Grace R. Hartge as to Arthur L. Wallace (SEAL)
Grace R. Hartge Arthur L. Wallace

_____ as to _____ (SEAL)

THIS IS TO CERTIFY that I have this day sold at public auction for Edwin J. Wolf, Trustee, the property described in the advertisement attached hereto to Arthur L. Wallace at and for the sum of Five Thousand Dollars ($5,000.00), he being at that price the highest bidder therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 5th day of April, 1955.

WITNESS:

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

Filed 5 Apr., 1955

ARTHUR L. WALLACE	:	NO. 10,939 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ELIZABETH M WALLACE	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Edwin J. Wolf, 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 "Maryland Gazette," a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, he did attend at the courthouse door in the City of Annapolis, Maryland, on Tuesday, April 5, 1955, at 11 a.m., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, he did proceed to sell at public sale the property mentioned in these proceedings, to wit:

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

Beginning for the same on the east side of a 20-foot road at the distance of 140 feet south 29 degrees 20 minutes west from an angle in said road, as laid out on a plat of Bar Harbor, and recorded among the Plat Records of Anne Arundel County in Plat Book G.W. Section 3, folio 219; and thence leaving said road and running south 72 degrees 45 minutes east 230 feet, more or less, to the waters of Rock Creek; thence binding thereon in a southerly direction 60 feet, more or less, to intersect the division line between Lots Nos. 79 and 80, as laid out on the aforesaid plat; thence leaving said waters and running north 72 degrees 45 minutes west 245 feet, more or less, to the east side of the above-mentioned road; thence binding thereon, north 29 degrees 30 minutes east 60 feet to the place of beginning.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

23

Filed 5 Apr., 1955.

Being the same property which was conveyed to Arthur L. Wallace and Elizabeth M. Wallace, his wife, by J. Thomas Nelson and wife by deed dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, folio 304.

Said property being sold to Arthur L. Wallace

at and for the sum of Five Thousand ($5,000.00) Dollars (~~$xxxxxxxxxxxxx~~), he being at that price then and there the highest bidder therefor. The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

Edwin J. Wolf, Trustee
110 East Lexington St.
Baltimore 2, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 5th day of April, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared EDWIN J. WOLF, 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.

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

24

LIBER 91 PAGE 411

ORDER NISI

Arthur L. Wallace

versus

Elizabeth M. Wallace

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,939 Equity

Ordered, this 5 day of April, 19 55, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Edwin J. Wolf, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of May next.

The report states that the amount of sale was $ 5,000.00.

John H. Hopkins, 3rd, Clerk.

True Copy.

TEST: Clerk.

Filed 5 Apr., 1955.

(Final Order)

Arthur L. Wallace

versus

Elizabeth M. Wallace

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of May, Anno, 19 55 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.

25

Filed 10 May, 1955.

LIBER 91 PAGE 412

ALBERT J. GOODMAN
ATTORNEY AT LAW
186 SOUTH STREET
ANNAPOLIS, MARYLAND

TRUSTEE'S SALE

OF VALUABLE, IMPROVED, WATER-FRONT REAL ESTATE LOCATED AT BAR HARBOR, THIRD ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated February 28, 1955, and passed in a cause in said court pending wherein Arthur L. Wallace is complainant and Elizabeth M. Wallace is respondent, and known as No. 10,039 Equity, the undersigned trustee will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, APRIL 5, 1955,
AT 11 A. M.,

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

Beginning for the same on the east side of a 20-foot road at the distance of 140 feet south 20 degrees 20 minutes west from an angle in said road, as laid out on a plat of Bar Harbor, and recorded among the Plat Records of Anne Arundel County in Plat Book G. W. Section 3, folio 219; and thence leaving said road and running south 72 degrees 45 minutes east 230 feet, more or less, to the waters of Rock Creek; thence binding thereon in a southerly direction 60 feet, more or less, to intersect the division line between Lots Nos. 79 and 80, as laid out on the aforesaid plat; thence leaving said waters and running north 72 dagrees 45 minutes west 245 feet, more or less, to the east side of the above-mentioned road; thence binding thereon, north 20 degrees 30 minutes east 60 feet to the place of beginning.

Being the same property which was conveyed to Arthur L. Wallace and Elizabeth M. Wallace, his wife, by J. Thomas Nelson and wife by deed dated January 12, 1943, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 273, folio 304.

This property is improved by a one-story, frame dwelling, with five rooms and tile bath, fireplace in living room but no other heating system, electricity, well water, and a one-car garage.

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 the day of sale.

EDWIN J. WOLF,
Trustee.

GEORGE W. SCIBLE, Auctioneer.

m-31

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 5, 1955

We hereby certify, that the annexed

Trustee's Sale

Eq. 10,939

Elizabeth M. Wallace

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 5th day of April, 1955. The first insertion being made the 10th day of March, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 5 Apr., 1955.

LIBER 91 PAGE 413 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 3, 1955

We hereby certify, that the annexed

Order Nisi

No. 10,939

Arthur L. Wallace.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 9th day of May, 1955. The first insertion being made the 7th day of April, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Filed 9 May, 1955.

27 No. 5333.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,939 Equity
ARTHUR L. WALLACE
Vs.
ELIZABETH M. WALLACE

Ordered, this 5th day of April, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Edwin J. Wolf, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of May next.

The report states that the amount of sale was $5,060.00.

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

a-28

In the Case of

Arthur L. Wallace

vs.

Elizabeth M. Wallace

In the

Circuit Court

For

Anne Arundel County

No. 10,939 Equity

To the Honorable, the Judges of said Court:

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

May 21, 1955

All of which is respectfully submitted.

Laura R. Jachling
Auditor

Filed 23 May, 1955.

28

Dr. Arthur L. Wallace vs. Elizabeth M. Wallace in ac.

To Trustee for Commissions, viz:	180 79	180 79
To Trustee for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	33 50	
Chipman W. Cunningham - Examiner's fee	10 00	
Irene Hazel - Stenographer's fee	6 00	
Auditor - stating this account	18 00	
		77 50
To Trustee for Expenses, viz:		
Capital-Gazette - Order of Publication	57 52	
Capital-Gazette Press - advertising sale	32 82	
Capital-Gazette Press - handbills	12 23	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
Glens Falls Ins. Co. - bond premium	36 00	
George W. Scible - auctioneer's fee	30 00	
Jos. D. Lazenby - appraisal and testimony	25 00	
Albert J. Goodman and Edwin J. Wolf - fee for legal services (Order 4/25/55)	200 00	
One-half Federal documentary stamps	2 75	
One-half State documentary stamps	2 75	
Clerk of Court - certified copy of deed	2 50	
Grace R. Hartge - notary fee	50	416 07
To Trustee for Taxes, viz: 1955 State and County taxes ($92.80) adjusted to 4/5/55	24 49	24 49
BALANCE FOR DISTRIBUTION - $4,327.40		
Distributed as follows:		
To Arthur L. Wallace - one-half	2,163 70	
To Elizabeth M. Wallace - one-half	2,163 70	4,327 40
		5,026 25

29

with Edwin J. Wolf, Trustee Cr.

1955				
Apr.	5	Proceeds of Sale	5,000 00	
		Interest on $4,500.00, deferred payment, from 4/5/55 to 5/10/55	26 25	5,026 25
				5,026 25

LIBER 91 PAGE 417

ORDER NISI

Arthur L. Wallace

VERSUS

Mildred M. Wallace

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,939 Equity.

ORDERED, This 23 day of May 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 27 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 27 day of June next.

Filed 23 May, 1955. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th 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.

Filed 29 June, 1955.

LIBER 91 PAGE 418

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,030 Equity
ARTHUR L. WALLACE
Vs.
MILDRED M. WALLACE

ORDERED, this 23rd day of May, 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 27th 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 27th day of June next.

JOHN H. HOPKINS, 3rd, Clerk.

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

ju-9

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1955

We hereby certify, that the annexed

Order Nisi
Eq. 10,939
Auditor Account
Arthur L. Wallace

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of June, 1955. The first insertion being made the 26th day of May, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. O. Tilghman

No. 8099.

Filed 27 June, 1955.

LIBER 91 PAGE 419

ANITA POLLARD and	*	IN THE
LOIS D. SMITH,	*	CIRCUIT COURT
Petitioners	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PAMELA E. SMITH, minor,	*	EQUITY NO. 11,137
by her guardian, Lois D. Smith	*	

25 Carroll Street
Annapolis, Md.

****

BILL OF COMPLAINT
FOR THE
SALE OF REAL PROPERTY AND PARTITION
OF THE
PROCEEDS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petitioners, Anita Pollard and Lois D. Smith, by their Attorney, Samuel Schenker, respectfully shows:

1. That a life interest in the real property known as 25 Carroll Street, Annapolis, Maryland, was held by the plaintiff, Anita Pollard, and the remaining interest in the same was held by one Franklin S. Smith, in his lifetime.

2. That the said Franklin S. Smith, in his lifetime, owned a fee simple interest in the alleyway adjoining the said real property known as 25 Carroll Street, Annapolis, Maryland.

3. That the said Franklin S. Smith departed this life intestate, survived by his widow, Lois D. Smith, and by his daughter, Pamela E. Smith, who is an infant and unmarried and who resides with her Mother, the said Lois D. Smith.

4. That under the laws of descent and distribution of the State of Maryland, an undivided two-thirds remainder interest in the real property known as 25 Carroll Street, Annapolis, Maryland, descended to the said Pamela E. Smith and an undivided one-third remainder interest in the same descended to the said Lois D. Smith.

5. That under the laws of decent and distribution of the State of Maryland, an undivided two-thirds interest in fee simple in the said alleyway adjoining the real property

Filed 5 Oct., 1954

SAMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

1

known as 25 Carroll Street, Annapolis, Maryland, descended to the said Pamela E. Smith and an undivided one-third interest in fee simple in the same descended to the said Lois D. Smith.

6. That the Plaintiff, the said Lois D. Smith, has been appointed andministratrix of the estate of the said Franklin S. Smith.

7. That Lois D. Smith, widow and administratrix of the estate of the said Franklin S. Smith, on behalf of herself and her infant daughter, Pamela E. Smith and Anita Pollard, have contracted with the Board of Public Works of the State of Maryland to sell the real property know as 25 Carroll Street, Annapolis, Maryland, for the consideration of the sum of Fourteen thousand, two hundred and fifty($14,250.00) dollars. The contract in question is hereunto attached as Exhibit "A".

8. That Lois D. Smith, widow and administratrix of the estate of the said Franklin S. Smith, on behalf of herself and her infant daughter, Pamela E. Smith, have contracted with the Board of Public works of the State of Maryland to sell the alleyway adjacent to the real property known as 25 Carroll Street, Annapolis, Maryland, for the consideration of the sum of Seven hundred and fifty($750.00) dollars. The contract in question is hereunto attached as Exhibit "B".

9. That it is the desire of the said plaintiffs, as indicated by their signatures on this petition that such contract be consummated, and that the said price of Fifteen thousand($15,000.00) dollars is the fair value of the properties being sold and that the sale is for the benefit and advantage of said infant, Pamela E. Smith, in that it will avoid the further depreciation of the property and will provide a sum of money to bear interest or to be applied to her use. That the property cannot be divided in kind without loss or injury to the parties interested.

AMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

2

TO THE END THEREFORE:

(1) That this Court decree a sale of said property to the Board of Public Works of the State of Maryland at the said price and in accordance with the said contract and that a decree partitioning the proceeds resulting from such sale be passed.

(2) That a guardian ad litem be appointed for the said infant.

(3) And for such other and further relief as the nature of the case may require.

Samuel Schenker
SAMUEL SCHENKER

Lois D. Smith
Lois D. Smith

Anita Pollard
Anita Pollard

STATE OF MARYLAND,
ANNE ARUNDEL COUNTY) TO WIT:

I hereby certify that on this 20th day of September, 1954, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Lois D. Smith one of the Petitioners herein, and she acknowledged the aforegoing Bill of Complaint For The Sale of Real Property and Partition of the Proceeds, to be her act.

WITNESS My Hand and Notarial Seal.

Ellen F. Vermillion
Ellen F. Vermillion
Notary Public

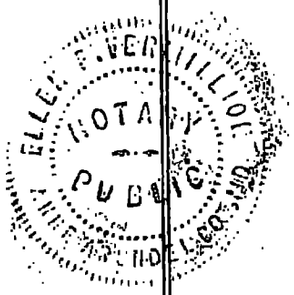
SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

3

STATE OF Maryland)
COUNTY OF Anne)
Arundel) TO WIT:

I hereby certify that on this 5th day of October, ~~September~~, 1954, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Anita Pollard, one of the Petitioners herein, and she acknowledged the aforegoing Bill of Complaint For the Sale of Real Property and Partition of the Proceeds, to be her act.

WITNESS My Hand and Notarial Seal,



Ellen F. Vermillion
Notary Public
ELLEN F. VERMILLION

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

4

CONTRACT OF SALE AND OPTION

THIS AGREEMENT, Made this 5 day of May, 1954 by and between Lois Smith, widow and Anita Pollard, widow of the first part, hereinafter called Vendor, and The State of Maryland, of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor, the following described property situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland and described as follows:

Number 25 Carroll St, for reference see J. H. H. 641 folio 317
City of Annapolis.

AT AND FOR the price of Fourteen Thousand Two Hundred Fifty--------Dollars, of which one dollar having been paid prior to the signing hereof and the balance of said purchase money to be paid as follows:

Cash within 60 days from date.

The aforegoing consideration shall constitute the full payment for the herein described property and there shall be no adjustments for taxes, assessments, water charges and/or any and other assessable liens against this property allowed by the State of Maryland: and all such taxes, liens or assessments, State, Federal or Municipal which is necessary to be paid to convey a good and marketable title to the Vendees shall be chargeable to the Vendors.

Any such unpaid taxes, liens or assessments necessary to effectuate the aforesaid conveyance shall be deducted from the purchase price above mentioned.

It is hereby further agreed and understood that the Vendors are to vacate and deliver the premises sold upon date of settlement.

It is hereby further understood and agreed by the Vendors herein that this agreement is and shall be subject to the acceptance and approval by the Department of Public Improvements on and behalf of the State of Maryland. Upon the acceptance of this agreement by the Board of Public Works and upon the payment as above of the unpaid purchase money, said Vendors will, upon demand, convey unto the State of Maryland by a special warranty deed or deeds, a good and marketable fee simple title, the same to be delivered to the State of Maryland or to a duly appointed agent, acting for the State of Maryland in this particular instance in conformity with the terms above written.

It is hereby further understood and agreed that this Contract of Sale and the deed or deeds and other instruments of conveyance must meet the approval, as to the title to the land and premises, and as to the form and legal sufficiency of the conveyances themselves, of the Attorney General of the State of Maryland, or his duly authorized agent in this particular instance.

WITNESS the hands and seals of the parties hereto.

Witness ..... Lois Smith (SEAL)
Lois Smith

Witness ..... (SEAL)

Witness ..... Anita Pollard (SEAL)

Witness ..... (SEAL)

Witness .....

Witness .....

Witness .....

STATE OF MARYLAND
DEPARTMENT OF PUBLIC IMPROVEMENTS
By .....

The aforegoing Contract of Sale is hereby accepted this tenth day of May, 1954.

D P I Agenda 54-5
Item #5) (4)
(See also C.S.O. #2) Carroll (Lot)

BOARD OF PUBLIC WORKS.
By: .....
Secretary

11,137 Eq
Pollard et al
vs
Pamela E. Smith

Examiner's Eqh A.
E. Klavans, Examiner

CONTRACT OF SALE AND OPTION

THIS AGREEMENT. Made this 5 day of May, 1954 by and between Lois Smith, widow of Franklin Smith and Lois Smith Guardian of the first part, hereinafter called Vendor, and The State of Maryland, of the second part, hereinafter called Vendee.

WITNESSETH: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Vendor does hereby bargain and sell unto the Vendee, and the Vendee does hereby purchase from the Vendor, the following described property situate, lying and being in the Sixth Election District of Anne Arundel County, Maryland and described as follows:

Vacant Lot known as Number 27 Carroll St in the City of Annapolis

AT AND FOR the price of Seven Hundred Fifty Dollars, of which one dollar having been paid prior to the signing hereof and the balance of said purchase money to be paid as follows:

Cash within 60 days from date

The aforegoing consideration shall constitute the full payment for the herein described property and there shall be no adjustments for taxes, assessments, water charges and/or any and other assessable liens against this property allowed by the State of Maryland; and all such taxes, liens or assessments, State, Federal or Municipal which is necessary to be paid to convey a good and marketable title to the Vendees shall be chargeable to the Vendors.

Any such unpaid taxes, liens or assessments necessary to effectuate the aforesaid conveyance shall be deducted from the purchase price above mentioned.

It is hereby further agreed and understood that the Vendors are to vacate and deliver the premises sold upon date of settlement.

It is hereby further understood and agreed by the Vendors herein that this agreement is and shall be subject to the acceptance and approval by the Department of Public Improvements on and behalf of the State of Maryland. Upon the acceptance of this agreement by the Board of Public Works and upon the payment as above of the unpaid purchase money, said Vendors will, upon demand, convey unto the State of Maryland by a special warranty deed or deeds, a good and marketable fee simple title, the same to be delivered to the State of Maryland or to a duly appointed agent, acting for the State of Maryland in this particular instance in conformity with the terms above written.

It is hereby further understood and agreed that this Contract of Sale and the deed or deeds and other instruments of conveyance must meet the approval, as to the title to the land and premises, and as to the form and legal sufficiency of the conveyances themselves, of the Attorney General of the State of Maryland, or his duly authorized agent in this particular instance.

WITNESS the hands and seals of the parties hereto.

Witness [signature] Lois Smith (SEAL)
Witness Lois Smith (SEAL)
Witness Lois Smith (SEAL)
Witness Lois Smith Guardian of Pamila E. Smith Infant (SEAL)

STATE OF MARYLAND
DEPARTMENT OF PUBLIC IMPROVEMENTS
By [signature]

Witness [signature]
Witness [signature]
Witness

The aforegoing Contract of Sale is hereby accepted this Tenth day of May, 1954.

D P I Agenda 54-5
Item #57 (4)
See also C 50 #25 Carroll St

BOARD OF PUBLIC WORKS.
By: [signature]
Secretary

11,137 Eq.
Pollard Et al
Pamela E. Smith

Examiners Exh. "B" E. Klawans, Examiner

LIBER 91 PAGE 425

ANITA POLLARD and	*	
LOIS D. SMITH,	*	IN THE
Petitioners	*	CIRCUIT COURT
vs.	*	FOR
PAMELA E. SMITH, minor,	*	ANNE ARUNDEL COUNTY
by her guardian, Lois D. Smith,	*	EQUITY NO. 11,137
Respondent	*	

****

PETITION FOR APPOINTMENT
OF A GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiffs, by their attorney, Samuel Schenker, respectfully shows:

1. That the Respondent, Pamela E. Smith, has been duly summoned to appear to this suit; and being a minor she can neither affirm nor deny the allegations of the Bill of Complaint; nor can she file an answer thereto except by guardian ad litem.

TO THE END, THEREFORE, the Petitioners pray that a guardian ad litem be appointed to appear for said Respondent.

AND, AS IN DUTY BOUND, etc.

Samuel Schenker,
Solicitor for the Petitioners

Filed 14 Oct., 1954.

ORDER OF COURT

ORDERED by the Circuit Court for Anne Arundel County Sitting in Equity this 15th day of October, 1954, that he, and he Jack C. Doney, is hereby, appointed Guardian Ad Litem for Pamela E. Smith, in the above cause.

Benjamin Michaelson
Judge

Filed 15 Oct., 1954.

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

7

ANITA POLLARD and LOIS D. SMITH, Petitioners Vs. PAMELA E. SMITH, minor by her guardian, Lois D. Smith, Respondent	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 11137

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Pamela E. Smith, minor by Jack C. Doney, her guardian ad litem, respectfully shows:

1. That she is a minor, and therefore unable to admit or deny the allegations of the Bill of Complaint in this Court exhibited against her, and she submits her rights to the protection of the Court.

And, as in duty bound, etc.,

Jack C. Doney
Guardian Ad Litem

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

8

Filed 15 Oct, 1954

LIBER 91 PAGE 427

ANITA POLLARD LOIS D. SMITH Petitioners	:	NO. 11, 137 EQUITY IN THE
vs.	:	CIRCUIT COURT FOR
PAMELA E. SMITH	:	ANNE ARUNDEL COUNTY

MR. CLERK:

Please enter the appearance of Childs and Bald on behalf of Petitioner Anita Pollard.

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs
SOLICITORS FOR ANITA POLLARD

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

9

Filed 22 Nov., 1954

ANITA POLLARD and LOIS D. SMITH, PETITIONERS	:	IN THE CIRCUIT COURT
VS.	:	FOR
PAMELA E. SMITH, minor	:	ANNE ARUNDEL COUNTY
RESPONDENT	:	NO. 11, 137 EQUITY

: : : : : : : : : : :

TESTIMONY ON BEHALF OF PETITIONERS

October 15, 1954

Present:

Mr. Samuel Schenker, Solicitor for Petitioners

Mr. Jack C. Doney, Guardian ad litem

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Lois D. Smith, pages, 2,3, and 4

Samuel Schenker, pages 4 and 5

Filed 29 Nov., 1954

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

(Mr. Schenker)

1. Give your name and address.

A. Lois D. Smith, 25 Carroll St., Annapolis, Maryland.

2. Did you know Franklin S. Smith?

A. Yes, he was my husband.

3. When did he die?

A. March 2nd, 1954.

4. During his lifetime did he have any interest in the property known as 25 and 27 Carroll Street, Annapolis, Md.?

A. Yes.

5. Do you know what that interest was?

A. He had a remainder interest in 25 Carroll Street property.

6. Do you know how he received this interest?

A. By deed.

7. Who had the lifetime interest in that property?

A. His aunt, Anita Pollard.

8. Is Anita Pollard living today?

A. Yes, she is.

9. And what was the interest of Franklin S. Smith in 27 Carroll Street property?

A. He owned that property himself in fee simple.

(LEAVE RESERVED TO FILE CERTIFIED COPIES OF DEEDS MARKED EXAMINER'S EXHIBITS 1 and 2)

10. Did Franklin Smith leave any Will at the time of his death?

A. No.

11. Who survived him as his heirs at law?

A. My daughter and myself, Pamela E. Smith and myself.

12. And she is the minor who is the defendant in this case?

A. Yes.

13. He had no other children at any time?

A. No.

14. How can the 25 Carroll Street property be described?

A. Well, it has three stories to it, and a full size basement,

11

2

and about nine rooms, and in reasonably good condition.

15. Does it have a heating system?

A. Yes, it does.

16. Have you, as the adult heir of Franklin S. Smith, and Anita Pollard, as the life tenant, for the property known as 25 Carroll Street indicated your willingness to sell this property to the Board of Public Works for the State of Maryland?

A. Yes.

17. What are the circumstances surrounding this attempt on behalf of the Board of Public Works?

A. They are buying it because of the State Office Building that is to be erected, inasmuch they are condemning the land.

18. Do you have an alternative as to whether or not you want to sell to them?

A. No.

19. Now, you have seen the contract of sale as between the Board of Public Works for the State of Maryland and yourself and Pamela E. Smith, in amount of $14,250.00?

A. Yes.

(CONTRACT OF SALE AND OPTION RE-OFFERED MARKED EXAMINER'S EX.A)

20. You have signed this contract of sale?

A. Yes.

21. Same contract of which a photostatic copy has been filed with this case, is that right?

A. Yes.

22. Do you think that that price is fair and reasonable?

A. Yes.

23. Why?

A. Well, concerning the rest of the property in that neighborhood it seems fair.

24. Have you talked to any other people concerning the house?

A. Yes, and they seemed to have thought that I was getting

a fair price for it.

25. You have seen the contract of sale and option as for the property known as 27 Carroll Street, which is an alley way adjoining the property, 25 Carroll Street, which the Board of Public Works has offered $750.00, this being unimproved property?

A. Yes. (CONTRACT RE-OFFERED MARKED EXAMINER'S EX.B)

26. Did you sign that contract of sale on behalf of yourself and behalf of your infant daughter?

A. Yes.

27. Do you think this price to be fair and reasonable?

A. Yes.

28. Why?

A. It's still based on the same reasons.

29. And for those reasons you regard both of these sales for the benefit and advantage of the infant, Pamela E. Smith?

A. Yes.

30. Has there been an an administration of your husband's estate?

A. Yes.

31. And notice to creditors published?

A. Yes.

No Questions by Mr. Doney

(Mr. Klawans)

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

Lois D. Smith

Samuel Schenker, a witness of lawful age, being first duly sworn, deposes and says:

I, Samuel Schenker, my occupation is attorney and real estate broker in Anne Arundel County, State of Maryland, place of business at 15 School Street, Annapolis, Maryland. I have

active in the real estate field for the past six or seven years, and I am familiar with the real estate values in Annapolis, and I am particularly familiar with the property known as 25 and 27 Carroll Street, Annapolis, Maryland. I have participated in a number of settlements for the property being taken by the Board of Public Works for the State of Maryland for the erection of the State Office Building in this vicinity. I am familiar with the contracts of sale designated as Exhibits A and B in this case and based on my experience, believe, that the price offered by the Board of Public Works are fair and reasonable. The property is in good condition and inasmuch as the State is condemning this property the owners of the property have no alternative but to sell, and I feel that the price offered is to the best advantage of the infant, Pamela E. Smith, defendant in this case. I regard the price offered for the two properties as a fair market value."

No Questions by Mr. Doney

(Mr. Klawans)

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

Samuel Schenker

Samuel Schenker

There being no further witnesses to be examined on behalf of the Petitioners at this time, and no further testimony desired in their 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 29th day of November, 1954.

Emanuel Klawans (SEAL)
Examiner

E.K. $10.00
I.H. $5.00 Pd. 11/4/54 S.H.

15

No Title Examination
No Stamps Necessary

THIS DEED, made this 29th day of August, 1951, by and between Anita Pollard, widow, party of the first part, GRANTOR, and Franklin Smith, party of the second part, GRANTEE, both of Anne Arundel County, State of Maryland.

WITNESSETH: That for and in consideration of the sum of FIVE DOLLARS ($ 5.00) and for other good and valuable considerations paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Franklin Smith, his heirs and assigns in fee simple, RESERVING HOWEVER, a life estate in the said Anita Pollard, widow, in and to all that lot of ground and premises situate in the City of Annapolis, Sixth Election District of Anne Arundel County, Maryland, which is particularly described as follows;

BEGINNING for the same at a point on the Northwest side of Carroll Street distant 133.25 feet in a Southwesterly direction from the Northwest intersection of Carroll and Bladen Streets and running from thence and in a Northwesterly direction and with the west side of an alley, 105 feet, thence in a Southwesterly direction and parallel to Carroll Street 20 feet, thence in a Southeasterly direction and parallel to the first line 105 feet to the line of the aforesaid Carroll Street, thence with the line of said Street in a Northeast direction 20 feet to the place of beginning, and known as No. 25 Carroll Street.

BEING the identical property which was granted and conveyed unto the said Anita Pollard and William A. Pollard, her husband, by deed from Benjamin Michaelson, Trustee, dated December 17, 1937, and recorded among the Land Records of Anne Arundel County in Liber FAM No. 173 folio 400, the said William A. Pollard having since departed

~~Exhibit "A"~~

No. 11, 137 Eq
Anita Pollard et al
16 Pamela E. Smith

EXAMINER'S EXH. 1
E I Lawrence
Examiner
Filed 29 Nov, 1954

this life leaving his widow, the said Anita Pollard, as Survivor.

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

TO HAVE AND TO HOLD the aforesaid property unto and to the proper use and benefit of the said Franklin Smith, his heirs and assigns in fee simple, RESERVING HOWEVER, a life estate in the said Anita Pollard, widow,

AND the said party of the first part does hereby covenant that she will WARRANT SPECIALLY the property hereby conveyed and that she will execute such other and further assurances of said land as may be requisite.

WITNESS: the hand and seal of the said Grantor.

WITNESS:
s/John H. Hopkins 1V
John H. Hopkins, 1V

s/Anita Pollard (SEAL)
Anita Pollard, widow

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 29th day of August, 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Anita Pollard, widow, and duly acknowledged the foregoing instrument to be her act and DEED.

WITNESS my hand and Notarial Seal.

s/ John H. Hopkins IV (SEAL)
John H. Hopkins 1V, Notary Public

Recorded: September 5, 1951 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 J.H.H. No. 641 folio 317, 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 24th day of November, 1954.

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

17

(INT. REV. STAMPS $.55) (MD. STTE STAMPS $.50)

THIS DEED made this 4th day of May in the year Nineteen hundred and forty-five, by and between GEORGE T. FELDMEYER and EMMA B. FELDMEYER, his wife, parties of the first part and FRANKLIN S. SMITH party of the second part, all of Anne Arundel County in the State of Maryland.

WITNESSETH, that for and in consideration of the sum of ten dollars ($10.00)and other good and valuable considerations thereunto moving from the party of the second part unto the parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby bargain and sell and by these presents do grant and convey unto the said Franklin S. Smith, his heirs and assigns, forever in fee simple, all that lot or tract of land situate, lying and being in the City of Annapolis, and described as follows, that is to say:

BEGINNING for the same at a point on the northwest side of Carroll Street distant South 40 degrees 53 minutes West 119.5 feet from the northwest intersection of Carroll and Bladen Streets, the said begining point being the same as that describing House No.lot 29 Carroll Street, which was conveyed by Bernard Wiegard to James A. Hopkins and Jennie E. Hopkins, his wife, by deed dated March 10, 1921, and recorded in Liber W. N. W. No. 41 folio 4, the said point of beginning is also distant North 49 degrees 07 minutes West 8.0 feet from the curb line on the said Carroll Street, thence running from the beginning point so fixed, and along the northwest side of the said Carroll Street, South 40 degrees 53 minutes West 13.75 feet to the beginning point describing House lot No.25 Carroll Street, which was conveyed by William H. Feldmeyer and Annie P. Feldmeyer, his wife to Juliet A. Curran, by deed dated December 19, 1919 and recorded in Liber W. N. W. No. 26, folio 143, said point being distant

Exhibit "B"

No. 11,137 Eq
Anita Pollard et al
vs
18 Pamela E. Smith

Examiner's Exh. 2
E. Clawans
Filed 29 Nov., 1934 Examiner

North 49 degrees 07 minutes West 4.0 feet from a cross-cut in the payment, thence running from the end of the said mentioned South 40 degree 53 minute West 14-75 foot line, leaving the said Carroll Street and along the southerly side of a vacant space of ground and with the northerly boundary line of the said House lot No. 25 Carroll Street, and other lands lying to the rear of the said House lot No. 25, North 49 degrees 07 minutes West 143.4 feet to a fence heretofore erected on the the southeast side of O'Brien's Alley, thence along the southeast side of the said Alley, North degrees 53 minutes East 10.08 feet to intersect the South 49 degree 38 minutes East 22.63 foot line of Lot No. 2, as shown on a plat made by J. Revell Carr, February 3, 1934, for the Farmers National Bank of the former Nicholas K. Starlings property, thence running with the said South 49 degrees 38 minutes East 22.63 foot line, as aforesaid South 49 degrees 38 minutes East 22.63 foot line, as aforesaid South 49 degrees 38 minutes East 5.95 feet to an original iron pipe hereto-fore set, thence leaving the said lot No. 2, and running on or about the northerly side of the first mentioned vacant space, and with a fence heretofore set up, South 50 degrees 37 minutes East 137.5 feet to the place of beginning. Containing 1,722.0 square feet of land, according to a survey and plat made by J. Revell Carr, May 1938. Being a space of ground on the northwest side of Carroll Street, between house lot No. 25 and house lot No. 29.

IT BEING THE IDENTICAL PROPERTY which was granted and conveyed unto the said George T.Feldmeyer by Deed from Katherine L. Feldmeyer and others dated the 10th day of February in the year 1941 and recorded among the land record books of Anne Arundel County in Liber J. H.H. No. 233 folio 30.

TOGETHER with the buildings and improvements thereon erected made or being and all of the rights, ways, roads, waters, privileges

and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described land and premises to and unto the said Franklin S. Smith, his heirs and assigns, forever in fee simple.

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

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

WITNESS: GEORGE T. FELDMEYER (SEAL)

WILHELMINA P. HOPKINS EMMA B. her X FELDMEYER (SEAL) mark

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 4th day ofMay in the year 1945, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared George T. Feldmeyer and Emma B. Feldmeyer, his wife, and they each acknowledged the aforegoing Deed to be their act and deed.

Witness my hand and seal Notarial.

(NOTARIAL SEAL) WILHELMINA P. HOPKINS

NOTARY PUBLIC

Recorded- 4th-May1945-at-2:30-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. 331 folio 104, 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 26th day of November, 1954.

John H. Hopkins 3rd.

John H. Hopkins 3rd., CLERK.

LIBER 91 PAGE 439

ANITA POLLARD and LOIS D. SMITH, Petitioners	*	IN THE
Vs.	*	CIRCUIT COURT FOR
PAMELA E. SMITH, minor By her Guardian, Lois D. Smith Respondent	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11137

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TO THE HONORABLE, THE JUDGES OF SAID COURT:

The parties submit this case for immediate decree.

Samuel Schenker
Solicitor for The Plaintiffs

Jack C Toney
Guardian ad ~~Litem~~

SAMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

21

Filed 29 Nov., 1954.

ANITA POLLARD LOIS SMITH Complainant	:	NO. 11,137 EQUITY
vs.	:	IN THE
PAMELA SMITH by Jack C. Donley, Guardian ad litem Respondent	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

PETITION OF ANITA POLLARD

To the Honorable, the Judges of said Court:

The Petition of Anita Pollard, by her Solicitors, Childs and Bald, respectfully represents unto your Honors:

1. That heretofore, by virtue of a deed from Benjamin Michaelson, Trustee, dated December 17, 1937, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 173, folio 400, your Petitioner and her husband, William A. Pollard, became owners, as tenants by entireties, of the property known as #25 Carroll Street, Annapolis, Maryland. However, both your Petitioner and her husband had purchased said property, in 1921, at which time it was conveyed to the said William A. Pollard by Julia A. Curran and husband, by deed dated November 5, 1921, recorded among said Land Records in Liber W.N.W. No. 47, folio 6. Said deeds are filed herewith and prayed to be taken as part hereof, being marked "Petitioner's Exhibit A", and "Petitioner's Exhibit B".

2. That the property aforesaid was paid for by the joint earnings of your Petitioner and her husband, so long as he lived, and was extensively improved from time to time, through re-financing, so that your Petitioner is now advised that the fair market value of the property is $14,250.00.

3. That William A. Pollard departed this life, in 1938, leaving your Petitioner as surviving tenant by the entirety of said property.

4. That after the death of William A. Pollard, your

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

22

Filed 3 Dec., 1954.

Petitioner having no children and being alone, her nephew, Franklin S. Smith, came to live with her, and she looked upon him with great affection and trust, and later his own family lived in her home rent free from then until the present.

5. That, in 1951, after discussing the affairs of her nieces and nephews with their mother, your Petitioner's sister, your Petitioner came to realize that the said Franklin S. Smith was the only child of her sister who owned no home and had no immediate prospects of inheriting one. Whereupon, she advised her said nephew, Franklin S. Smith, that she desired to have her property "made over" to him so that, at her death, he would receive said property, but while she lived she wished to reserve full rights of ownership.

6. That pursuant to her aforesaid wish, the said Franklin S. Smith procured the services of John H. Hopkins, IV, Esquire, to prepare a deed, but either through mistake on the part of said Franklin S. Smith, or misunderstanding of your Petitioner's intent, said deed resulted in reserving to your Petitioner merely a life estate, without powers of alienation. Said deed is previously filed herein marked "Examiner's Exhibit #1".

7. That when said deed had been prepared, your Petitioner was taken to the office of said Attorney, by Franklin S. Smith, where, being unversed in legal matters but having the utmost trust and confidence in her said nephew and believing she was executing a document which would carry out her intention, your Petitioner executed the document herein above referred to as "Examiner's Exhibit #1".

8. Thereafter, your Petitioner, while working in Boston, Massachusetts, still feeling secure in her ownership of said property, continued to send Franklin S. Smith money to assist in meeting her mortgage payments, until the said Franklin S. Smith died intestate, in March 1954.

9. That, at or about the time of the death of the said

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Franklin S. Smith, your Petitioner was advised that the land, occupied by the premises #25 Carroll Street, was to be taken by the State of Maryland for the State Office Building. Whereupon, Lois Smith, widow of Franklin S. Smith, retained the services of Samuel Schenker, Esquire, to represent the estate of Franklin S. Smith, in administration matters, and also in a negotiation with the Department of Public Works of the State of Maryland.

10. That during the summer and early fall of 1954, your Petitioner, while in Boston, began receiving, by mail, various legal documents from Mr. Schenker, the purport of which she could not understand, but realizing that various documents must, of necessity, be executed before the sale of her property to the State could be consummated, she returned to Annapolis, where, on or about October 5, 1954, and while in her home, she was again presented with several documents by Mr. Schenker and the said Lois Smith, in whom she had great trust and confidence. Upon being assured by them that the signing of the documents would be to her best interests, she signed the same, without understanding their contents. She then gave the documents to Mr. Schenker, believing she would be paid for her home, as soon as additional legal steps had been taken.

11. Thereafter, being apprehensive of the nature of the contents of said documents, your Petitioner sought legal counsel, and is now advised and therefore avers that instead of conveying her property to the State of Maryland, as she supposed she had done, she had

(a) authorized partition of the property, in accordance with the Bill of Complaint previously filed herein; and

(b) by separate instrument and entirely without consideration, conveyed all her right, title, interest and claim to any purchase money to be derived from said sale, the said money to be paid to her great-niece, Pamela, daughter of Lois and Franklin S. Smith; and

(c) previously enabled Franklin S. Smith to borrow money on her Carroll Street property to purchase another property known as Lot 37, Plat 2, of Rosewood, which said property was titled in the names of Franklin

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

24

S. Smith and Lois Smith, as tenants by entireties, without provision for your Petitioner's interest.

12. That your Petitioner further avers that the legal effect of the deed from herself to Franklin S. Smith, aforesaid, arose from the mutual mistake of herself and Franklin S. Smith, since neither intended that a simple life-estate was to be created for your Petitioner without powers of alienation reserved therein; and that the legal effect of this deed was unknown to your Petitioner until revealed to her by her Solicitors, upon her seeking their advice, immediately prior to the filing of this Petition. Your Petitioner further avers that because of the family relationship of Lois Smith to your Petitioner, and the position of trust and confidence which said Lois Smith and her legal adviser occupied with respect to your Petitioner, she was led, wrongly, to believe that they were acting in her best interests to such an extent that she was thereby influenced to sign the Bill of Complaint and release of interest, which she would not otherwise have done. That said influence thus exercised upon her constitutes inequitable conduct justifying the cancellation of said instruments by this Honorable Court.

13. That your Petitioner is of limited education, and is 72 years of age. She is presently employed as a domestic, earning $10.00 per week, with room and board furnished. However, being crippled, with arthritis, and partially deaf, her ability to be self-sufficient may soon terminate. Beyond a bank account consisting of approximately $200.00, and a few pieces of household furniture, your Petitioner's entire life-savings have been invested in the property known as #25 Carroll Street. Without the security furnished thereby, your Petitioner may well become an object of charity, or a ward of the State.

TO THE END, THEREFORE,

First: That the contract between your Petitioner and the State of Maryland, for the sale of the property known as #25 Carroll Street, Annapolis, for $14,250.00, be ratified and confirmed;

Second: That the distribution of the proceeds of sale of #25

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

25

Carroll Street, to the State of Maryland, be stayed, pending a decision by this Honorable Court, in these presents;

Third: That the said deed filed herewith between your Petitioner and Franklin S. Smith, marked "Examiner's Exhibit #1", may be reformed to include full powers of alienation, as was mutually contemplated by the parties thereto;

Fourth: That the documents purporting to convey all your Petitioner's interest, the proceeds of the sale of #25 Carroll Street, to the said Pamela Smith, be declared NULL AND VOID;

Fifth: That the property known as Lot 37, Plat 2, of Rosewood, be impressed with the trust to the extent of your Petitioner's interest therein, if any.

Sixth: And for such other and further relief as your Petitioner's cause may require.

Respectfully submitted.

Anita Pollard
Anita Pollard

CHILDS AND BALD

Eugene M. Childs
Eugene M. Childs
SOLICITORS FOR ANITA POLLARD

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 3 day of December, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ANITA POLLARD and made oath in due form of law that the matters and things set forth in the aforegoing Petition are true, as therein stated, to the best of her knowledge and belief.

As witness my hand and seal Notarial.

Eugene M. Childs
Notary Public

EUGENE M. CHILDS NOTARY PUBLIC ANNE ARUNDEL CO. MD

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

16

O R D E R

ORDERED this 3d day of December, 1954, on the aforegoing Petition, by the Circuit Court for Anne Arundel County, in Equity, that Lois Smith and Jack C. Doney, Guardian of Pamela Smith, show cause, if any there be, on or before the 27th day of December, next, why the relief prayed in the aforegoing Petition of Anita Pollard should not be granted, as prayed.

PROVIDED, that a copy of said Petition and Order be served upon them, or their counsel of record, on or before the 15th day of December, next.

Benjamin Michaelson

(Benjamin Michaelson JUDGE

27

Filed 3 Dec., 1954.

LIBER 91 PAGE 446

ANITA POLLARD and LOIS D. SMITH, PETITIONERS	:	IN THE CIRCUIT COURT
VS.	:	FOR
PAMELA E. SMITH, minor, RESPONDENT	:	ANNE ARUNDEL COUNTY NO. 11,137 EQUITY

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TESTIMONY ON BEHALF OF PETITIONERS

December 2, 1954

Present:

Mr. Samuel Schenker)
Mr. Eugene M. Childs) Solicitors for Petitioners

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witness:

Mr. Carroll Hynson, pages 2,3,4

SIGNATURE WAIVED BY CONSENT OF COUNSEL

28

Filed 28 Dec., 1954.

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

(Mr. Schenker)

1. Would you give your name and address.

A. Carroll H. Hynson, 62 Calvert Street, Annapolis, Maryland.

2. What is your occupation?

A. Real Estate Broker.

3. How long have you been handling real estate?

A. Between 12 and 13 years.

4. And are you familiar with property on Carroll Street, Annapolis, Maryland?

A Yes.

5. Are you familiar with property known as 25 and 27 Carroll Street. Annapolis. Maryland.

A. I am.

6. Have you had occasion to appraise that property?

A. I have.

7. I show you Examiner's Exhibit A which is a contract of sale and option between Lois Smith, widow, and Anita Pollard, widow, as parties of the first part and The State of Maryland, party of the second part, whereby the State of Maryland is offering Fourteen Thousand Two Hundred Fifty Dollars ($14,250.00) for property known as 25 Carroll Street, Annapolis, Maryland. And I show you Examiner's Exhibit B which is a Contract of Sale and Option between Lois Smith, widow of Franklin Smith and Lois Smith, Guardian of Pamela E. Smith, infant, party of the first part, and The State of Maryland, party of the second part, whereby the State of Maryland is offering Seven Hundred Fifty Dollars ($750.00) for the property known as 27 Carroll St. Annapolis, Maryland, and ask you if these prices offered by the State of Maryland are fair and reasonable?

A. Yes, they are the same as my appraisals given to Mr. and Mrs. Smith before he died; fourteen thousand two hundred fifty dollars ($14,250.00) for the house and seven hundred

29

fifty dollars ($750.00) for the lot I appraised them for. The State offered them just what I appraised.

8. Now, in your opinion, based on your experience do you feel these prices fair and reasonable?

A. I do.

9. You are aware that the State of Maryland is condemning these properties?

A. Yes.

10. And as a result there is no alternative except to sell?

A. Yes, and I consider that top value for the properties.

11. Do you feel that it is for the best interest and advantage of the infant, Pamela E. Smith?

A. Yes.

12. Will you describe the property?

A. The house consist of three rooms on the first floor; kitchen, dining room, and living room; a full basement,.three bedrooms and bath on the second floor, and unfinished third floor; the house has automatic oil heat; built with frame and covered with stucco.

13. How old is it?

A. I imagine about 50 years old, but it's been remodeled in the last 7 years, the stucco was put on about 10 years ago, it's a well kept house, floors and everything are in fine shape.

Cross Examination by Mr. Childs:

1. Can you tell us how you arrived at the figure $14,250.00?

A. We check the size of the rooms and we figure approximately between $1500.00 and $1800.00 a room and multiply that by the number of rooms and then take off for depreciation.

2. How much depreciation did you take off?

A. I don't have that figure with me, but I have it in my office.

3. You say you have that figure in your office?

A. Yes.

4. How is that area zoned?

A. Residential.

5. Did you also consider the front footage value?

A. Yes.

6. What was that?

A. We had figured something like $9.00 a front foot, but we found out later that the State didn't agree to pay that.

7. Now, you are familiar with property taken over by the State in this area?

A. Yes.

8. Did they bring comparable values?

A. No, not all of them.

(Mr. Klawans)

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

Signature Waived

There being no further witnesses to be examined on behalf of the Petitioners at this time, and no further testimony desired in their 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 28th day of December, 1954.

Emanuel Klaveans (SEAL)
Examiner

E.K. $10.00

I.H. $5,00 Pd. 12/27/54

32

THIS DEED, made this 17th day of December, 1937, by and between Benjamin Michaelson, Trustee, party of the first part, Grantor, and William A. Pollard and Anita Pollard, his wife, parties of the second part, Grantees, all of Anne Arundel County, State of Maryland.

WHEREAS the said parties of the second part, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior to the recording of this deed conveyed the property hereinafter described to the said Benjamin Michaelson, Trustee, in special trust and confidence nevertheless that he would immediately re-convey the said property unto the said parties or the second part as tenants by the entireties.

NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the premises and the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said William A. Pollard and Anita Pollard, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns in fee simple, All that lot, piece or parcel of land situate, lying and being on the Northwest side of Carroll Street in the City of Annapolis, Maryland, and known as Number Twenty-five (25) Carroll Street and which is particularly described as follows:

BEGINNING for the same at a point on the Northwest side of Carroll Street distant one hundred thirty-three and twenty-five hundredths (133.25) feet in a Southwesterly direction from the Northwest intersection of Carroll and Bladen Streets and running from thence and in a Northwesterly direction and with the West side of an alley one hundred and five

PETITIONER'S EXHIBIT "A"
Filed 8 Dec., 1954

(105) feet; thence in a South/westerly direction and parallel to Carroll Street in aSouthwesterly direction twenty (20) feet thence in Southeasterly direction and parallel to the first line one hundred and five (105) feet to the line of the aforesaid Carroll Street; thence with the line of said Street in a Northeasterly direction twenty (20) feet to the place of beginning. Being the same property which was conveyed to the said party of the first part by the said parties of the second part, by deed of even date herewith and recorded among the aforesaid land reoords prior to the recording of this deed, and being also the same property which was conveyed to William A. Pollard by deed dated November 5, 1921, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 47, folio 6, the name in said deed having been incorrectly spelled "Pallard".

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

TO HAVE AND TO HOLD the above described property unto the said William A. Pollard and Anita Pollard, his wife, as tenants by the entireties, the survivor of them, their heirs and assigns in fee simple.

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

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

TEST: BENJAMIN MICHAELSON (SEAL)

LINA JOHNSON TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 17th day of December, 1937, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Benjamin Michaelson, Trustee, party of the first part, Grantor, and duly acknowledged the aforegoing instrument to be his act and DEED.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) LINA JOHNSON

NOTARY PUBLIC

Recorded-20th-Dec-1937-at-9-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT.

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied form Liber F.A.M. No. 173, folio 400, one of Land Records for Anne Arundel County.

IN TESTIMONY WHEREAS, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 7th day of December , 1954.

John H Hopkins 3rd.

John H. Hopkins 3rd., CLERK.

35

($2.00 Int Rev. Stamp) This Deed made this fifth day of November in the year Nineteen hundred and twenty-one by and between Julia A. Curran and Robert J. Curran her husband, of first part, and William A. Pallard of the second part, all of the City of Annapolis, Anne Arundel County in the State of Maryland

Witnesseth, That for and in consideration of the sum of Ten dollars, currant money, in hand paid by the said party of the second part, to the said parties of the first part at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged and for divers other good and valuable considerations, them thereunto moving the said Julia A. Curran and Robert J. Curran her husband have bargained and sold and by these presents do grant and convey unto the said William A. Pallard his heirs and assigns in fee simple.

All that lot piece or parcel of land situate, lying and being on the North West side of Carroll Street in the City of Annapolis, Maryland and known as Number Twenty five (25) Carroll Street and which is particularly described as follows.

Beginning for the same at a point on the north west side of Carroll Street distant one hundred thirty three and twenty five hundredths. (133.25) feet in a South Westerly direction from the North West intersection of Carroll and Gladen Streets and running from thence and in a Northwesterly direction and with the West side of an alley one hundred and five (105) feet thence in a Southwesterly direction and parallel to Carroll Street in a Southwesterly direction twenty (20) feet thence in a Southeasterly direction and parallel to the first line one hundred and five (105) feet to the line of the aforesaid Carroll Street thence with the line of said Street in a Northeasterly

PETITIONER'S EXHIBIT "D"
Filed 8 Dec., 1954

36

direction twenty (20) feet to the place of beginning. Being the same lot of ground conveyed to the said Julia A. Curran by William H. Feldmeyer and Annie P. Feldmeyer his wife by deed dated on the nineteenth day of December in the year Nineteen Hundred and Nineteen and recorded among the Land Record of Anne Arundel County in Liber W.N.W. No.26 folio 143.

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

To Have and To Hold the above described lot of ground with its appurtenances unto and to the proper use and benefit of him the said William A. Pallard his heirs and assigns in fee simple.

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

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

Test: Julia A. Curran (Seal)

Myrtle Sturm Robert J. Curran (Seal)

State of Maryland, Anne Arundel Sct:

I hereby certify that on this fifth day of November in in the year Nineteen hundred and twenty-one before me the subscriber a Notary Public of the State of Maryland in and for Anne Arundel County aforesaid, personally appeared Julia A. Curran and Robert J. Curran her husband, and acknowledged the aforegoing deed to be their act and deed.

Witness my hand and seal Notarial

(Notary) Myrtle Sturm

(Seal) Notary Public

Recorded 12 November 1921- 9 A. M.

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. 47, folio 6, 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 7th day of December., 1954.

John H. Hopkins 3rd

John H. Hopkins 3rd., CLERK.

LIBER 91 PAGE 457

ANITA POLLARD LOIS D. SMITH Complainants	*	IN THE
	*	CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
PAMELA SMITH by Jack C. Doney Guardian ad litem Respondent	*	EQUITY NO. 11, 137

****

ANSWER TO PETITION OF ANITA POLLARD

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now comes Jack C. Doney, Guardian Ad Litem of Pamela E. Smith, and answers:

1. That he neither admits nor denies the allegations of paragraphs one through thirteen and demands strick proof thereof.

2. That he has been advised that an amicable agreement has been reached between Lois Smith, individually and Lois Smith, Guardian of Pamela E. Smith, infant, and Anita Pollard, and a copy of this agreement is attached hereto as"Exhibit 1."

WHEREFORE, The Guardian Ad Litem prays the Court to permit him to ratify this agreement as between the parties on behalf of Pamela E. Smith's Guardian Ad Litem.

Jack C. Doney
Jack C. Doney,
Guardian Ad Litem of
Pamela E. Smith

Filed 10 Jan., 1955.

ORDER OF COURT

IT IS HEREBY ORDER by the Circuit Court for Anne Arundel County, this 11th day of January, 1955, Sitting in Equity, No. 11,137, that Jack C. Doney, Guardian Ad Litem for Pamela E. Smith, infant, be authorized to sign the attached agreement as Guardian Ad Litem for Pamela E. Smith, infant.

Benjamin Michaelson
Judge

Filed 11 Jan., 1955.

I hereby certify that a copy of this Answer was served on Childs & Bald, Attorneys for Anita Pollard, this 10th day of January, 1955,
Jack C. Doney

39

THIS AGREEMENT, Entered into this 27th day of December, 1954, by and between Anita Pollard, hereinafter referred to as the first party, and Pamela E. Smith, minor, by her Mother, Lois D. Smith, and Lois Smith, individually, hereinafter referred to as the second parties.

WITNESSETH: Whereas, that heretofore, by virtue of a deed from Benjamin Michaelson, Trustee, dated December 17, 1937, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 173, folio 400, the said first party and her husband William A. Pollard, became owners, as tenants by the entireties, of the property known as 25 Carroll Street, Annapolis, Maryland, and,

WHEREAS, that the said William A. Pollard departed this life, in 1938, leaving the said first party as surviving tenant by the entireties of the said property, and that after the death of William A. Pollard, one Franklin S.Smith, a Nephew of the first party, came to live with her, and came to be looked upon with great affection and trust, and

WHEREAS, that in 1951, the first party executed to the said Franklin S. Smith a deed whereby she reserved to herself a life estate in the aforesaid property, with a remainder over to the said Franklin S. Smith and believing she had reserved to herself the powerto alienate and right to control the property known as 25 Carroll Street, Annapolis, Maryland, and still feeling secure in her ownership of said property, continued to send Franklin S. Smith money to assist in meeting her mortgage payments, until the said Franklin S. Smith died intestate, in March, 1954, and

WHEREAS, that at or about the time of the death of the said Franklin S. Smith, the first party was advised that the land occupied by the premises 25 Carroll Street was to be taken by the State of Maryland for the State Office Building and that during the summer and early fall of 1954, she executed several legal documents, the purport of which she could not understand, upon being assured that the signing of the documents would be to her best interests, believing that she would be paid for her home as

SAMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

40

Filed 10 Jan., 1955. Exhibit # 1-

soon as additional legal steps had been taken, and,

WHEREAS, that the first party, by her Solicitors, Childs and Bald, petitioned the Circuit Court of Anne Arundel County in Equity that the contract between the first party and the State of Maryland, for the Sale of the property known as 25 Carroll Street, Annapolis, Maryland for Fourteen thousand, two hundred and fifty($14,250.00) dollars, be ratified and confirmed and that the document purporting to convey a remainder to the said Franklin S. Smith, said remainder interest now resting in Lois D. Smith, his wife, and Pamela E. Smith, his infant daughter, be declared null and void, and,

WHEREAS, that subsequent to the above legal proceedings the first and second parties entered into negotiations with a view to amicable settlement of their differences concerning the herein issue of the validity of the aforesaid document, and,

WHEREAS, the parties hereto have reached agreement concerning their aforesaid differences, and wish to reduce the said agreement to writing,

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. First party, for herself, her heirs, executors, personal representative and assigns, does, in consideration of the premises and the covenants and agreements of the second parties hereinafter expressed, hereby covenant and agree with the second parties, their heirs, executors, administrators, personal representative and assigns as follows:

(a) To accept in full settlement of her claim against the second parties forty-two and one-half percent(42½%) of the proceeds of the sale of the property known as 25 Carroll Street, after all expenses have been deducted and all debts against said property have been paid.

2. Second parties for themselves, their heirs, executors, personal representatives and assigns, do in consideration of the premises and the covenants and agreements of the first party hereinafter expressed, hereby covenant and agree with

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

the first party, her heirs executors, and administrators, personal representative and assigns as follows:

(a) To accept in full settlement of their claim against the first party fifty-seven and one-half per cent (57½%) of the proceeds of the sale of the property known as 25 Carroll Street, after all expenses have been deducted and all debts against said property have been paid.

3. First party agrees, upon approval by the Circuit Court for Anne Arundel County on behalf of Pamela E. Smith, infant, by her Mother, Lois D. Smith, to withdraw her petition against the second parties in the Circuit Court for Anne Arundel County.

IN WITNESS whereof the parties hereto have subscribed their names and affixed their seals on the day and year first above written.

WIT: A. Roy Bald.

Anita Pollard (SEAL)
Anita Pollard

WIT: Ellen L. Vermillion

Lois D. Smith, Guardian (SEAL)
Lois D. Smith, Guardian
For Pamela E. Smith

WIT: Ellen L. Vermillion

Lois D. Smith (SEAL)
Lois D. Smith, Individually

AMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

42

ANITA POLLARD and
LOIS D. SMITH,
Petitioners,

Vs.

PAMELA E. SMITH, minor,
By her Guardian, Lois D. Smith,
Respondent

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
EQUITY NO. 11137

****

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

Thereupon, it is this 11 day of January, 1954, by the Circuit Court for Anne Arundel County sitting in Equity, Adjudged, Ordered and Decreed, that the agreement filed as Examiner's Exhibit A, whereby Anita Pollard and Lois D. Smith, for herself and for her infant daughter, Pamela E. Smith, agree to sell to the Board Of Public Works of the State of Maryland, the property known as 25 Carroll Street, Annapolis, Maryland, which was conveyed to Anita Pollard for life and to Franklin S. Smith, deceased, the remainder, by deed recorded among the Land Records of Anne Arundel County in Liber J. H. H. 641, Folio 317, and the agreement filed as Examiner's Exhibit B, whereby Lois D. Smith, for herself and for her infant daughter, Pamela E. Smith, agree to sell to the Board of Public Works of the State of Maryland, the property known as 27 Carroll Street, Annapolis, Maryland, the property having been conveyed to Franklin S. Smith, deceased, by deed recorded among the Land Records of Anne Arundel County in Liber J. H. H. 331, Folio 104, be ratified and confirmed as it is for the benefit and advantage of Pamela E. Smith, the infant defendant in this case, that the land in question be sold as it cannot be divided in kind without loss or injury to the parties interested, and the contract is hereby ratified and confirmed according to the terms and provisions of said agreement.

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

43

Filed 11 Jan., 1954

And it is further adjudged, Ordered and decreed that Samuel Schenker is hereby appointed trustee to execute a deed in accordance with said agreement. 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 Fifteen thousand dollars($15,000.00) 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; and on the payment of the whole purchase money, and not before, the trustee shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the Board of Public Works of the State of Maryland, its successors and personal representatives, the property and Estate of Lois D. Smith, and of all other parties to this cause, plaintiff and defendant, in and to the property and estate to it sold, free, clear and discharged from all claims of the parties hereto, plaintiff and defendant, and those claiming by from or under them, or any of them; and the trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court. He shall report his proceeding to Court.

And it is further adjudged, ordered and decreed, that the seller(plaintiffs) shall pay the costs of this proceeding, but that shall not include the preparation of the deed, title search thereto nor recording of said deed.

And it is further adjudged, ordered and decreed, that this decree shall be without prejudice to any claims of any other persons not party to these proceedings, in and to the property sold.

Benjamin Michaelson
Judge.

SAMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

44

LIBER 91 PAGE 463 No. 11,137 Equity

The Phoenix Insurance Company

Hartford, Connecticut

BOND NO. BP-2583

BOND OF TRUSTEE ON SALE OF REAL ESTATE

ANITA POLLARD and LOIS D. SMITH, Petitioners	*	IN THE
Vs.	*	CIRCUIT COURT
PAMELA E. SMITH, minor, By her Guardian, Louis D. Smith, Respondent	*	FOR ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11137

****

KNOW ALL MEN BY THESE PRESENTS, that we, Samuel Schenker of Annapolis, Maryland, and The Phoenix Insurance Company, a Corporation recognized under the laws of the State of Connecticut and duly authorized to do business in the State of Maryland, are held and firmly bound unto the Circuit Court, Anne Arundel County, Maryland, in the sum of Fifteen Thousand Dollars ($15,000.00) lawful money of the United States, to be paid to the said Circuit Court of Anne Arundel County, Maryland, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

Signed and sealed this 13th day of December, 1954.

THE CONDITION OF THIS OBLIGATION IS SUCH: That whereas the above named Samuel Schenker was by a decree of the Circuit Court of Anne Arundel County, Maryland, appointed Trustee for the sale of Real Estate located at 25-27 Carroll Street, Annapolis, Maryland, in the above entitled proceeding, and has accepted said Trust and all the duties and obligations pertaining thereto;

NOW, THEREFORE, if the said Samuel Schenker shall faithfully and truly account for all moneys, assets, and effects coming into his hands arising out of such proceeding, then this obligation to be void; otherwise to remain in full force and virtue.

Witness to both:
Freda Meltzer

Samuel Schenker
Principal

THE PHOENIX INSURANCE COMPANY

By Kenneth MacDonald
Kenneth MacDonald, Attorney-in-fact

Approved this 14 Jan., 1955.
John H. Hopkins, 3rd, Clerk.

45

Filed 14 Jan., 1955

ACKNOWLEDGMENT OF SURETY

STATE OF Connecticut
COUNTY OF Hartford } ss.:

On this 13th day of December 19 54, before me personally came Kenneth MacDonald to me known, who, being by me duly sworn, did depose ond say: thot he resides in West Hartford, Connecticut that he is Attorney-in-Fact of the The Phoenix Insurance Company the Corporation described in and which executed the attached instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to power conferred on him by a Power of Attorney granted to him by said Corporation and that he signed said instrument as Attorney-in-Fact of said Corporation pursuant to such authority.

Franklin C. Smith Jr.
Certificate No. 641
My Commission Expires 4-1-56

PRINCIPAL'S INDIVIDUAL ACKNOWLEDGMENT

STATE OF .....
COUNTY OF ..... } ss.:

On this .....day of .....19....., before me personally came ....., to me known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

.....

PRINCIPAL'S CO-PARTNERSHIP ACKNOWLEDGMENT

STATE OF .....
COUNTY OF ..... } ss.:

On this .....day of .....19....., before me personally came ....., a member of the Co-partnership of ....., to me known and known to me to be the person who is described in the foregoing instrument and he acknowledges that he executed the same as and for the act and deed of the said Co-partnership.

.....

PRINCIPAL'S CORPORATE ACKNOWLEDGMENT

STATE OF .....
COUNTY OF ..... } ss.:

On this .....day of .....19....., before me personally came ....., to me known, who, being by me duly sworn, did depose and say, that he resides in.....; that he is.....of....., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate Seal of said Corporation; and the Seal affixed to 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.

.....

S-12 (3-51)

LIBER 91 PAGE 465

ANITA POLLARD and LOIS D. SMITH, Petitioners	*	IN THE
Vs.	*	CIRCUIT COURT
PAMELA E. SMITH, minor By her Guardian, Lois D. Smith, Respondent	*	FOR ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11137

****

REPORT OF SALE

TO THE HONORABLE JUDGES OF SAID COURT:

The report of Samuel Schenker, Trustee, appointed by a decree passed in the above entitled cause on the 11th day of January, 1955, to convey certain realty therein mentioned, respectfully shows:

That he first filed bond with sureties in the amount of Fifteen thousand ($15,000.00) dollars approved by the clerk of this Court, for the faithful performance of said decree, and having complied with all prerequisites required by law and said decree, he did receive from the Board of Public Works for the State of Maryland, the sum of One ($1.00) dollar as a deposit on the purchase price of Fifteen thousand ($15,000.00) dollars, for the property known as No. 25 and No. 27 Carroll Street Annapolis, Maryland, sold to the State of Maryland as hereinbefore set forth.

Respectfully submitted by

Samuel Schenker
Samuel Schenker, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 1st day of February, 1955, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Samuel Schenker, Trustee and acknowledge the aforegoing Report of Sale to be his act and the facts therein set forth to be true to the best of his knowledge and belief.

Witness My Hand and Notarial Seal,

Ellen F. Vermillion
Ellen F. Vermillion,
Notary Public

Filed 4 Feb, 1955

SAMUEL SCHENKER
ATTORNEY AT LAW
18 SCHOOL STREET
ANNAPOLIS, MARYLAND

46

ORDER NISI

ANITA POLLARD and
LOIS D. SMITH

versus

PAMELA E. SMITH, minor,
by her guardian,
LOIS D. SMITH

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,137 Equity

Ordered, this 4 day of February, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel Schenker, Trustee~~s~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11 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 11 day of March next.

The report states that the amount of sales to be $15,000.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 4 Feb., 1955.

(Final Order)

ANITA POLLARD and
LOIS D. SMITH

versus

PAMELA E. SMITH, minor,
by her guardian,
LOIS D. SMITH

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 12th day of March, 19 55, 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 Underdon
Judge

47

LIBER 91 PAGE 467

ANITA POLLARD, ET AL, *

VS. *

PAMELA E. SMITH, ET AL *

IN THE *

CIRCUIT COURT *

FOR *

ANNE ARUNDEL COUNTY *

EQUITY NO. 11,137 *

****

CERTIFICATION OF PUBLICATION OF

ORDER OF NISI

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. 11,137 Equity
ANITA POLLARD and LOIS D. SMITH
Vs.
PAMELA E. SMITH, minor, by her guardian, LOIS D. SMITH

Ordered, this 4th day of February, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel Schenker, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 11th 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 11th day of March next.

The report states that the amount of sales to be $15,000.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

m-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 10, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,137

Pamela E. Smith

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 11th day of March, 1955. The first insertion being made the 7th day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

SAMUEL SCHE
ATTORNEY AT L
15 SCHOOL STRI
ANNAPOLIS, MARI

No. E.C. 5695

Filed 11 Mar. 1955.

#8

LIBER 91 PAGE 468

In the Case of

Anita Pollard

and

Lois D. Smith

VS.

Pamela E. Smith,
minor, etc

In the

Circuit Court

For

Anne Arundel County

No. 11,137 Equity

To the Honorable, the Judges of said Court:

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

April 22, 1955

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

49 *In the Case of* Filed 23 Apr., 1955.

Dr. Anita Pollard and Lois D. Smith vs. Pamela E. Smith, minor, etc. in ac.

To Trustee for Commissions, viz:			
On $14,250.00 (Proceeds sale 25 Carroll St.)	457	50	
On $750.00 (Proceeds sale 27 Carroll St.)	46	50	504 00
To Trustee for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee	10	00	
Clerk of Court - Court costs	54	00	
Jos. W. Alton, Jr. - Sheriff's costs	2	90	
Jack C. Doney - guardian ad litem's fee	4	00	
Emanuel Klawans - Examiner's fee	10	00	
Irene Hazel-Stenographer's fee	10	00	
Auditor - stating this account	54	00	144 90
To Trustee for Expenses, viz:			
Capital-Gazette Press - order nisi (sale)	8	00	
Capital-Gazette Press - order nisi (acct)	6	00	
The Phoenix Insurance Co. - bond premium	60	00	
Carroll H. Hynson - appraisal and testimony	65	00	
Clerk of Court - certifies copies deeds	3	25	
Ellen F. Vermillion - notary fees	1	50	
Clerk of Court - recording release of mortgage		75	
City Water Department - water service	10	25	154 75
To Trustee for Taxes, viz:			
1954 State and County Taxes on 25 Carroll Street	52	64	
1955 State and County taxes on 25 Carroll Street	65	03	117 67
1954 State and County Taxes on 27 Carroll Street	5	70	
1955 State and County Taxes on 27 Carroll Street	7	04	12 74
To Trustee for Liens, viz:			
Workingmen's Building & Loan Ass'n of Annapolis - in full for mortgage debt and interest to 4/22/55 (25 Carroll Street)	4,195	26	4,195 26
To Trustee for Claims Filed against Estate of Franklin S. Smith (Order of 4/7/55), viz:			
Capital-Gazette Press - notice to creditors	8	00	
Robert T. Norman - appraiser's fee	15	00	
John Lane - appraiser's fee	15	00	
Wm. Reese Mortuary - balance due on funeral expenses ($300.00 having been paid from personal estate)	326	75	
Register of Wills - Court costs	15	10	
Register of Wills - State tax on Commissions	3	00	382 85

BALANCE FOR Distribution - $9,487.83

Distributed in accordance with terms of agreement dated 12/27/54, and filed in

in these proceedings as "Exhibit No. 1, viz:				
Proceeds Sale of # 25 Carroll Street	$14,250.00			
LESS:				
Commissions as above	$ 457.50			
Court costs	144.90			
Expenses	154.75			
Taxes	117.67			
Mortgage	4,195.26			
	5,070.08			
Balance	$ 9,179.92			
Distributed as follows:				
To Anita Pollard, Widow of Wm. A. Pollard - 42½%			3,901 47	
To Lois D. Smith, Widow of Franklin S. Smith - 1/3 of 57½% ($5,278.45)	1,759.58			
Less: 1% direct inheritance tax	17.59		1,741 89	
To Pamela E. Smith, daughter of Franklin S. Smith - 2/3 of 57½% -	$3,518.97			
Less: 1% direct inheritance tax	35.19		3,483 78	
To H. S. Clarke, Register of Wills - to tal direct inheritance tax			52 78	9,179 92
Proceeds Sale of #27 Carroll Street	$ 750.00			
LESS:				
Commissions as above	$ 46.50			
Taxes	12.74			
Claims filed against Estate of Franklin S. Smith, as above	382.85			
	442.09			
Balance	$ 307.91			
To Lois D. Smith, Widow - One-third	$ 102.64			
Less: direct inheritance tax	1.03		101 61	
To Pamela E. Smith, daughter - Two-thirds	$ 205.27			
Less: direct inheritance tax	2.05		203 22	
To H. S. Clarke, Register of Wills - total direct inheritance tax			3 08	307 91
				15,000 00

with Samuel Schenker, Trustee

Cr.

1955				
Jan.	11	Proceeds of Sale of #25 Carroll Street (Contract dated 5/5/54)	14,250 00	
		Proceeds of Sale of #27 Carroll Street (Contract dated 5/5/54)	750 00	
				15,000 00
				15,000 00

LIBER 91 PAGE 472

ORDER NISI

Anita Pollard
and
Lois D. Smith
VERSUS

Pamela E. Smith,
Minor, etc

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,137 Equity.

ORDERED, This 23 day of April, 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 28 day of May next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28 day of May next.

John H. Hopkins, 3rd Clerk.

Filed 23 Apr., 1955.

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.

Filed 7 June, 1955.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 6, 1955

We hereby certify, that the annexed

Order Nisi

Auditor Account

Eq. 11,137

Pamela E. Smith

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 May, 1955. The first insertion being made the 26th day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 7 June, 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,137 Equity
ANITA POLLARD and LOIS D. SMITH
Vs.
PAMELA E. SMITH, Minor, etc.

Ordered, this 23rd day of April, 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 May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 28th day of May next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy. TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-10

No. E. C. 6.6.1.3.....

53

ALMA E. TYLER 304 Annapolis Street West Annapolis, Maryland	:	NO. 11,145 EQUITY
VS.	:	IN THE
ELLEN TYLER ELLIOTT 519 Sixth Street Annapolis, Maryland	:	CIRCUIT COURT
ROBERT EVERETT TYLER University of Alabama Tuscaloosa, Alabama	:	OF ANNE ARUNDEL COUNTY

:::::::

BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATRIX, complaining, says:

FIRST: That Clarence E. Tyler, late of Anne Arundel County, deceased, was in his lifetime and at the time of his death, seized and possessed in fee simple, absolutely, of a lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, the improvements thereon being known as No. 519 Sixth Street, Annapolis, Maryland, acquired from The Trustees of Eastport Methodist Church of Eastport, Anne Arundel County, State of Maryland, a body corporate, by deed dated October 26, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 84, folio 383, a certified copy of which deed is filed herewith and marked "Complainant's Exhibit A."

SECOND: That said lot or parcel is improved by a two- and one-half-story, frame dwelling, containing six rooms, with one and one-half baths, of the approximate value of $12,000.00.

THIRD: That being so seized, the said Clarence E. Tyler departed this life on the first day of January, 1953, intestate, and left surviving him the following heirs at law, to whom the said land has descended: (a) Alma E. Tyler, your oratrix, his wife, who is of full age and who resides at 304 Annapolis Street, West Annapolis, Maryland; (b) Ellen Tyler Elliott,

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 13 Dec. 1954

one of the respondents, a daughter, who is of full age, and who resides at 519 Sixth Street, Annapolis, Maryland; (c) Robert Everett Tyler, one of the respondents, a son, who is of full age, and who resides at the University of Alabama, Tuscaloosa, Alabama.

FOURTH: That ever since the death of the said Clarence E. Tyler, the respondent, Ellen Tyler Elliott, has occupied the aforesaid property to the exclusion of the other heirs without compensation to them although she has repeatedly promised to pay rent for the same upon demand by your oratrix.

FIFTH: That this property is not susceptible of division in kind without loss or injury to the parties involved.

SIXTH: That your oratrix is advised and, therefore, believes and avers that it is necessary for the protection of the heirs of said decedent and to pay accrued taxes and other expenses, that said property be sold at public sale and the proceeds divided among those entitled to the same according to their respective interests.

TO THE END, THEREFORE:

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

B. THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties, with proper deductions from the share of the said Ellen Tyler Elliott for unpaid rent.

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

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said respondent, Ellen Tyler Elliott, who resides at 519 Sixth Street, Annapolis, Maryland, and also to grant unto your oratrix an order of personal service and publication under the provisions of Section 160 of Article 16 of the Annotated Code of Maryland (1951) directed to the said respondent, Robert Everett Tyler, who resides at University of

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

2

Alabama, Tuscaloosa, Alabama, 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.

Alma E. Tyler

Alma E. Tyler, Complainant

Albert J. Goodman

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 91 PAGE 477

ALMA E. TYLER 304 Annapolis Street West Annapolis, Maryland	:	NO. 11,145 EQUITY
VS.	:	IN THE
ELLEN TYLER ELLIOTT 519 Sixth Street Annapolis, Maryland	:	CIRCUIT COURT
ROBERT EVERETT TYLER University of Alabama Tuscaloosa, Alabama	:	FOR ANNE ARUNDEL COUNTY

:::::::

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree for the sale and partition of certain real property located in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, which property is known as 519 Sixth Street, Annapolis, Maryland, and is owned by the parties hereto as coparceners.

The bill states that Clarence E. Tyler, late of this county, deceased, was at the time of his death seized in fee simple of the property, the subject of this suit, more particularly described in said bill; that the said decedent died intestate leaving the parties to this proceeding as his heirs at law; that the respondent, Ellen Tyler Elliott, now occupies said property to the exclusion of the other heirs and has failed to pay rent for such occupancy, despite promises to do so; that the property is not susceptible of division in kind without loss or injury to the parties involved; that it is necessary to sell the said property and partition the proceeds to protect the interests of the parties and to pay accrued taxes and other expenses; that the respondent, Robert Everett Tyler, is a non-resident of the State of Maryland, residing at the University of Alabama, Tuscaloosa, Alabama.

It is thereupon this 13 day of October, 1954, by the Circuit Court for Anne Arundel County in Equity ordered, pursuant to Section 160 of

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

4

Filed 13 Oct., 1954

Article 16 of the Annotated Code of Maryland (1951), that the complainant cause a copy of this order to be served on the non-resident respondent, Robert E. Tyler, giving him notice of the object and substance of this bill, warning him to be and appear in this Honorable Court either in person or by solicitor within thirty days after the service of a copy of this order of publication on him, to show cause, if any he have, why a decree should not be passed as prayed therein.

John H. Hopkins, 3rd, Clerk

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

5

THis Deed, made this 26th day of October in the year 1910 by The Trustees of Eastport Methodist Episcopal Church of Eastport, Anne Arundel County, State of Maryland, a body corporate, of the first part, and Clarence E. Tyler of Eastport, Anne Arundel County, Maryland, party of the second part Witnesseth;

Whereas the said The Trustees of Eastport Methodist Episcopal Church of Eastport, Anne Arundel County State of Maryland, a body corporate, has been duly authorized by the Quarterly Conference of the Annapolis Circuit Methodist Episcopal Church held at Eastport in Anne Arundel County, Maryland, on the 17th day of June, 1910, in conformity with the established usages of the said Methodist Episcopal Church and of the discipline of said Church to sell the property hereinafter mentioned and hereby conveyed, by resolution duly passed by the said Quarterly Conference a certified copy whereof is duly recorded with a deed from the said The Trustees of Eastport Methodist Episcopal Church of Eastport Anne Arundel County, State of Maryland, to Philip T. Stevens-

And Whereas, acting by authority aforesaid, the party of the first part hath sold to the said party of the second part the property hereinafter described, at and for the sum of Two Hundred and fifty dollars ($ 250.00) the receipt whereof from the party of the second part by the party of the first part is hereby acknowledged-

Now Therefore In Consideration Of The Premises the party of the first part hath bargained and sold and by these presents doth grant and convey unto the said party of the second part, Clarence E. Tyler All that lot of ground situate on First Street in the Village of Eastport, formerly called Horn Point which is described as follows on a plat showing the subdivision of the property of said Eastport Methodist Episcopal Church made by W. C. Munroe, Surveyor, October 19th 1910, and recorded in the Plat Book in the office of the Clerk of the Circuit Court for Anne Arundel County.

Examiner's Exhibit No. 1
Tyler vs. Elliott, et al
No. 11,145 Equity
Filed 1/25/55 Clerk
6

Complainant's Exhibit a.
Filed 15 Oct., 1954
Refiled 7 Feb., 1955.

Beginning for the same at a point on the North side of First Street distant two hundred and forty eight feet from the beginning point of the Church Lot as described on said, plat, and running thence at right angles to First Street, north, fifty eight degrees twenty-minutes east one hundred and sixty five feet, thence South thirty-one degrees forty minutes East forty feet; thence South fifty eight degrees twenty minutes West one hundred and sixty-five feet; thence North thirty one degrees forty minutes West forty feet to the point of beginning, being Lot No. 4, as designated on the Plat of the subdivision of the property of the party of the first part, and recorded as aforesaid in the Plat Book in the Clerk's Office aforesaid-

Being part of the same property which by deed dated October 15th 1910, was granted and conveyed by Gottleib Feldmeyer, widower, to the party of the first part, and being the same property which was was conveyed to the said Gottleib Feldmeyer by The Mutual Building Association of Annapolis by deed dated the 22nd day of December, 1885, and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 27, folio 354.

Together with the buildings and improvements thereon and all the rights, roads, ways, waters, privileges and appurtenances thereto 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 Clarence E. Tyler, party of the first part, his heirs and assigns in fee simple forever.

And the said Body corporate doth hereby appoint the Reverend William R. Miller, the Pastor in Charge of said Eastport Methodist Episcopal Church its true and lawful attorney in fact to acknowledge this Deed to be the act and deed of the said party of the first part.

In Testimony whereof the said party of the first part hath

7

caused its corporate name to be hereto set, by the said Rev. William F. Miller, Pastor, in Charge, and its corporate seal to be hereto annexed, attested by the SecretAry to its Board of Trustees-

Jas. W-Lee- (Corporate Seal)
Secretary to the Board of Trustees-

The Trustees of Eastport Methodist Episcopal Church of Eastport A.A.Co Maryland,-
By. Wm. F. Miller, Pastor in charge

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

I hereby certify that on this 26th day of October in the year Nineteen hundred and ten before me the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Reverend William F. Miller, The Attorney in fact for the party of the first part, and acknowledged the aforeging deed to the act and deed of the said Trustees of Eastport Methodist Episcopal Church of Eastport, Anne Arundel County, State of Maryland,-
Witness my hand and Notarial Seal-

(Notary's Seal) Jno.S.Strahorn, Notary Public-

Recorded 7th August 1911-

State of Maryland, Anne Arundel County, Sct;

I Hereby Certify, that the aforegoing Deed is truly taken and copied from Liber G. W. No. 84, folio 383, 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 14th day of October 1954.

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

8

LIBER 91 PAGE 482

ALMA E. TYLER	:	NO. 11,145 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELLEN TYLER ELLIOTT, et al.	:	ANNE ARUNDEL COUNTY

:::::::

PETITION TO FILE AMENDED BILL OF COMPLAINT
AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

THE petition of Alma E. Tyler, complainant herein, respectfully represents unto Your Honors:

FIRST: That since the filing of her bill of complaint in this cause, your oratrix has discovered that certain lots or parts of lots of ground contiguous to No. 519 Sixth Street, Annapolis, Maryland, were not embraced in the description of the property requested to be sold, said tract being known as the rear part of Lots 17 and 19, as shown on a plat of Horn Point.

SECOND: Your petitioner feels it necessary to include the aforesaid additional land in the partition proceedings in order to obtain a satisfactory bid for the property designated as No. 519 Sixth Street, Annapolis.

WHEREFORE, your petitioner prays leave of the Court to file her amended bill of complaint to include the above-mentioned property.

AND AS IN DUTY BOUND, ETC.

Alma E. Tyler
Alma E. Tyler, Petitioner

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

9

Filed 22 Nov., 1954.

ORDER OF COURT

Upon the foregoing petition, it is this 22d day of November, 1954, by the Circuit Court for Anne Arundel County in Equity ordered that the complainant be, and she is hereby, granted permission to file her amended bill of complaint as prayed.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

10

Filed 22 Nov., 1954.

ALMA E. TYLER 304 Annapolis Street West Annapolis, Maryland	:	NO. 11,145 EQUITY
VS.	:	IN THE
ELLEN TYLER ELLIOTT 519 Sixth Street Annapolis, Maryland	:	CIRCUIT COURT
	:	OF
ROBERT EVERETT TYLER University of Alabama Tuscaloosa, Alabama	:	ANNE ARUNDEL COUNTY

:::::::

AMENDED BILL OF COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Leave of the Court first having been obtained, your oratrix files this, her amended bill of complaint, and complaining says:

FIRST: That Clarence E. Tyler, late of Anne Arundel County, deceased, was in his lifetime and at the time of his death, seized and possessed, in fee simple, absolutely, of a lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, the improvements thereon being known as No. 519 Sixth Street, Annapolis, Maryland, acquired from The Trustees of Eastport Methodist Church of Eastport, Anne Arundel County, State of Maryland, a body corporate, by deed dated October 26, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 84, folio 383, a certified copy of which deed is filed with the original bill of complaint and marked "Complainant's Exhibit A"; and that the said Clarence E. Tyler was also seized and possessed in fee simple, absolutely, of a rectangular piece of ground lying in the rear of No. 519 Sixth Street, Annapolis, Maryland, and known as part of Lots 17 and 19, as shown on the plat of Horn Point, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat 11, and described as follows:

Beginning for the same at a point at the end of the north 32 degree 15 minute west 40 foot line of the conveyance

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

11

Filed 23 Nov., 1954

from Clarence E. Tyler to C. Hayes Duvall by deed dated April 27, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 328, folio 212, and running from said beginning point with part of the rear line of Lots 17 and 19, as shown on a plat of Horn Point recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod B-1, folio 11, north 32 degrees 15 minutes west 100 feet to a point; thence running through part of Lot 17, north 57 degrees 45 minutes east 65 feet to the end of the north 32 degree 15 minute west 60 foot line of a conveyance from Clarence E. Tyler to Dara H. Brinson by deed dated August 16, 1946, and recorded in Liber J.H.H. No. 388, folio 231; thence with said line and the rear line of a conveyance from Clarence E. Tyler to C. Hayes Duvall by deed dated August 16, 1946, and recorded in Liber J.H.H. No. 386, folio 397, south 32 degrees 15 minutes east 100 feet; thence with part of the third line of the first-mentioned conveyance to Duvall, south 57 degrees 45 minutes west 65 feet to the place of beginning.

and being part of the same property which was conveyed to Clarence E. Tyler by M. Clare M. Green and Noah A. Hillman, Trustees, by deed dated April 22, 1937, and recorded among the aforesaid Land Records in Liber F.A.M. No. 174, folio 288, a certified copy of which deed is filed herewith and marked "Complainant's Exhibit B," and a plat of said lots also being filed herewith marked "Complainant's Exhibit C."

SECOND: That said lots or parcels are improved by a two- and one-half-story, frame dwelling, containing six rooms, with one and one-half baths, of the approximate value of $12,000.00.

THIRD: That being so seized, the said Clarence E. Tyler departed this life on the first day of January, 1953, intestate, and left surviving him the following heirs at law, to whom the said land has descended: (a) Alma E. Tyler, your oratrix, his wife, who is of full age and who resides at 304 Annapolis Street, West Annapolis, Maryland; (b) Ellen Tyler Elliott, one of the respondents, a daughter, who is of full age, and who resides at 519 Sixth Street, Annapolis, Maryland; (c) Robert Everett Tyler, one of the respondents, a son, who is of full age, and who resides at the University of Alabama, Tuscaloosa, Alabama.

FOURTH: That ever since the death of the said Clarence E. Tyler, the respondent, Ellen Tyler Elliott, has occupied the aforesaid property to the exclusion of the other heirs without compensation to them although she

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

12

has repeatedly promised to pay rent for the same upon demand by your oratrix.

FIFTH: That this property is not susceptible of division in kind without loss or injury to the parties involved.

SIXTH: That your oratrix is advised and, therefore, believes and avers that it is necessary for the protection of the heirs of said decedent and to pay accrued taxes and other expenses, that said property be sold at public sale and the proceeds divided among those entitled to the same according to their respective interests.

TO THE END, THEREFORE:

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

B. THAT a distribution of the proceeds of such sale may be made according to the respective interests of the parties, with proper deductions from the share of the said Ellen Tyler Elliott for unpaid rent.

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

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said respondent, Ellen Tyler Elliott, who resides at 519 Sixth Street, Annapolis, Maryland, and also to grant unto your oratrix an order of personal service and publication under the provisions of Section 160 of Article 16 of the Annotated Code of Maryland (1951) directed to the said respondent, Robert Everett Tyler, who resides at University of Alabama, Tuscaloosa, Alabama, 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.

Alma E. Tyler
Alma E. Tyler, Complainant

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

13

(INT. REV. STAMP $1.00) (MD. ST. TAX STAMP 90¢)

THIS DEED, made this twenty-second day of April in the year Nineteen hundred and thirty-seven by M. CLARE M. GREEN and NOAH A. HILLMAN, Trustees as hereinafter set forth of the first part and CLARENCE E. TYLER of the second part, all of Anne Arundel County, in the State of Maryland,

WITNESSETH:

WHEREAS by a decree of the Circuit Court for Anne Arundel County in the State of Maryland, in Equity dated January 27, 1936, and passed in a cause in said Court depending wherein Harwood G. Frazier, et al were Complainants and Samuel R. Frazier et al. were Defendants, known as Number 6887 Equity, the above named M. Clare M. Green and Noah A. Hillman were appointed Trustees with authority to sell the real estate in the proceedings in said cause mentioned and therein decreed to be sold and the said Trustees after complying with all the previous requisites of the said Decree did on or about the twenty first day of April, 1936 sell so much of said real estate as is hereinafter described and hereby conveyed to the said Clarence E. Tyler at and for the sum of Eight hundred and sixty dollars.

AND WHEREAS said sale has been duly reported to and fully ratified and confirmed by the Circuit Court for Anne Arundel County in Equity, the purchase money fully paid and satisfied and the said purchaser is entitled to have a deed of said property.

NOW THEREFORE THIS DEED WITNESSETH, that in consideration of the premises and of the sum of Five Dollars, current money, the said M. Clare M. Green and Noah A. Hillman, Trustees, do by these presents grant and convey unto the said Clarence E. Tyler his heirs and assigns, in fee simple; All those lots, parts of lots, pieces or parcels of ground, situate, lying and being in the Second Election District of Anne Arundel County aforesaid, in the Village of Eastport, and described as follows:

Examined Exhibit No. 2
Tyler vs Elliott, et al.
No. 11, 1955 Equity
Filed 1-25-55 Circ
Refiled 7 Feb., 1955 Filed 23 Nov., 1954

Complainant's Exhibit B

FIRST: BEGINNING for the same at a point on the east corner of Chesapeake Avenue and Second Street and running thence with the South East side of Chesapeake Avenue in a Northeasterly direction for the distance of eighty-two feet six inches; thence at right angles to said Chesapeake Avenue in a Southeast direction for the distance of one hundred and sixty four feet; thence at right angles in a southwesterly direction for the distance of eighty-two feet six inches to the northeast side of Second Street; thence at right angles and with the northeast side of Second Street in a northwest direction for the distance of one hundred and sixty four feet to the place of beginning. Being lot Number Forty Four (44) on the plat of Horn Point, said plat recorded among the Plat records of Anne Arundel County in Plat Book G. W. No. 1 Section 1 folio 11. Being a part of the same property which was conveyed to Samuel R. Frazier by J. Augustus Farrell and wife by deed dated April 2, 1897, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 5 folio 309.

SECOND: BEGINNING for the same at a point on the southeast side of Chesapeake Avenue distant one hundred feet in a northeasterly direction from the east corner of the said Chesapeake Avenue and Second Street, and running thence with the South East side of said Chesapeake Avenue in a southwesterly direction for the distance of seventeen feet six inches; thence at right angles to said Chesapeake Avenue in a southeasterly direction for the distance - one hundred and sixty four feet; thence at right angles in a northeasterly direction for the distance of eighty two feet six inches; thence at right angles in a northwesterly direction for the distance of forty nine feet to the rear line of the lots conveyed by Samuel R. Frazier and wife to Ernest Butler by deed dated March 28, 1923, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 64, folio 367, and to Robert Chase by deed dated June 5, 1924, and recorded among the aforesaid Land Records in Liber W. N. W. No. 101, folio 221; thence at right angles and with said rear line in a southwesterly direction for the distance of sixty-

13

five feet to the second line in the deed to Robert Chase; thence at right angles and with said second line in a northwesterly direction for the distance of one hundred and fifteen feet to the place of beginning. Being a part of lot number forty-three on the plat of Horn Point aforesaid, and being a part of the same property which was conveyed to the said Samuel R. Frazier by the aforesaid deed from J. Augustus Farrell and wife.

THIRD: BEGINNING for the same at a point on the southwest side of Second Street distant in a southeasterly direction one hundred and sixty four feet from the intersection of said Second Street and Chesapeake Avenue, and running thence in a southeasterly direction and with the southwest side of Second Street for the distance of one hundred feet; thence at right angles to Second Street in a southwesterly direction one hundred and sixty-five feet; thence at right angles and in a northwesterly direction one hundred feet; thence at right angles and in a northeasterly direction one hundred and sixty five feet to the point of beginning. Being lot seventeen (17) on the aforesaid Plat of Horn Point.

BEING a part of the same property which was conveyed to the said Samuel R. Frazier by Margaret Finkle, widow, by deed dated April 23, 1908, and recorded among the Land Records aforesaid in Liber G. W. No. 58, folio 322.

FOURTH: BEGINNING for the same at a point on the south west side of Second Street distant in a southeasterly direction two hundred and sixty four feet from the intersection of said Second Street and Chesapeake Avenue; and running thence in a southeasterly direction and with the southwest side of Second Street for the distance of one hundred feet; thence at right angles and in a southwesterly direction for the distance of one hundred and sixty five feet; thence at right angles in a northwesterly direction for the distance of one hundred feet; thence at right angles and in a northeasterly direction one hundred and sixty feet to the point of beginning. Being Lot Number nineteen (19) on the aforesaid Plat of Honr Point, and being a part of the same -- which was conveyed to the said Samuel R. Frazier by Margaret Finkle, widow, by the aforesaid deed.

16

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

TO HAVE AND TO HOLD the above described property with its appurtenances unto and to the proper use and benefit of him the said Clarence E. Tyler, his heirs and assigns in fee simple.

WITNESS the hands and seals of the above named M. Clare M. Green and Noah A. Hillman, Trustees, on the day and in the year first above written.

TEST: M. CLARE M. GREEN (SEAL)

MYRTLE STURM NOAH A. HILLMAN (SEAL)

TRUSTEES

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that on this twenty-second day of April in the year Nineteen hundred and thirty-seven before me, the subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared M. Clare M. Green and Noah A. Hillman, Trustees, and they acknowledged the aforegoing deed to be their act and deed.

WITNESS my hand and seal Notarial.

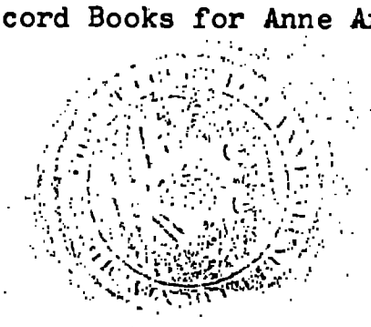
(NOTARIAL SEAL) MYRTLE STURM

NOTARY PUBLIC

RECORDED DECEMBER 30, 1937 at 12-15 P. 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. 174, Folio 288, one of the Land Record Books for Anne Arundel County.



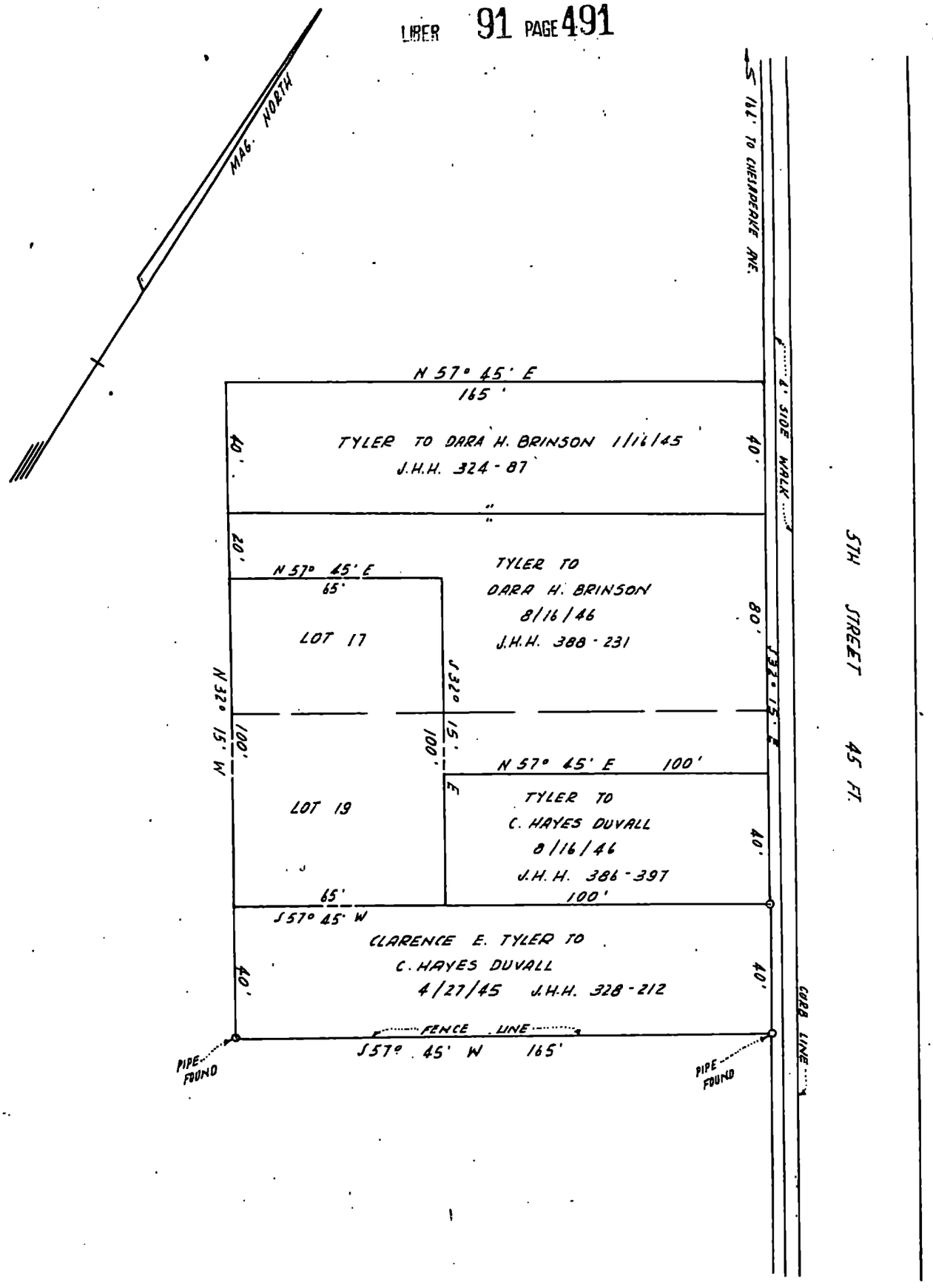
IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 19th day of November A. D., 1954.

John W. Hopkins, 3rd. Clerk.

John H. Hopkins, 3rd., Clerk.

17

LIBER 91 PAGE 491



Examiner's Exhibit No. 3
Tyler vs. Elliott, et al.
No. 11,145 Equity
Filed 1/25/55 CWC

Complainant's Exhibit C

Refiled 7 Feb. 1955 Filed 23 Nov., 1954

Scale 1" = 40'	PLAT OF	J. R. McCRONE Jr., Inc.
Date NOV. 1954	REMAINING PART OF LOTS 17 & 19 HORN POINT	Registered Professional Engineers and Surveyors
	ANNAPOLIS, MD. FOR C. HAYES DUVALL	Annapolis, Md.

18

LIBER 91 PAGE 492

ALMA E. TYLER 304 Annapolis Street West Annapolis, Maryland	:	NO. 11,145 EQUITY
VS.	:	IN THE
ELLEN TYLER ELLIOTT 519 Sixth Street Annapolis, Maryland	:	CIRCUIT COURT
ROBERT EVERETT TYLER University of Alabama Tuscaloosa, Alabama	:	FOR ANNE ARUNDEL COUNTY

:::::::

ORDER OF PUBLICATION

The object of this proceeding is to procure a decree for the sale and partition of certain real property located in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, which property is known as 519 Sixth Street, Annapolis, Maryland, and is owned by the parties hereto as coparceners.

The amended bill states that Clarence E. Tyler, late of this county, deceased, was at the time of his death seized in fee simple of the property, the subject of this suit, more particularly described in said amended bill; that the said decedent died intestate leaving the parties to this proceeding as his heirs at law; that the respondent, Ellen Tyler Elliott, now occupies said property to the exclusion of the other heirs and has failed to pay rent for such occupancy, despite promises to do so; that the property is not susceptible of division in kind without loss or injury to the parties involved; that it is necessary to sell the said property and partition the proceeds to protect the interests of the parties and to pay accrued taxes and other expenses; that the respondent, Robert Everett Tyler, is a non-resident of the State of Maryland, residing at the University of Alabama, Tuscaloosa, Alabama.

It is thereupon this 23 day of November, 1954, by the Circuit Court for Anne Arundel County in Equity ordered, pursuant to

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 23 Nov., 1954

19

Section 160 of Article 16 of the Annotated Code of Maryland (1951), that the complainant cause a copy of this order to be served on the non-resident respondent, Robert E. Tyler, giving him notice of the object and substance of this amended bill, warning him to be and appear in this Honorable Court either in person or by solicitor within thirty days after the service of a copy of this order of publication on him, to show cause, if any he have, why a decree should not be passed as prayed therein.

John F. Hopkins, 3rd., Clerk

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

20

ALMA E. TYLER
304 Annapolis Street
West Annapolis, Maryland

VS.

ELLEN TYLER ELLIOTT
519 Sixth Street
Annapolis, Maryland

ROBERT EVERETT TYLER
University of Alabama
Tuscaloosa, Alabama

NO. 11,145 EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

ORDER TO ENTER APPEARANCE

Mr. Clerk: -

Please enter my appearance for the Defendant, Robert Everett Tyler in the above entitled case.

George E. Rullman, Attorney for
Robert Everett Tyler

I hereby certify that on this 4th day of January, 1955, I mailed a copy of the foregoing Order to Albert J. Goodman, solicitor for the complainant, 156 South Street, Annapolis, Maryland.

Solicitor for Respondents

21

Filed 4 Jan., 1955.

LIBER 91 PAGE 495

ALMA E. TYLER

vs.

ELLEN TYLER ELLIOTT, et al.

No. 11,145 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

~~The Defendant~~ Ellen Tyler Elliott, one of the defendants in the above-entitled case, after ~~Order of Publication duly published (and 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 4th day of January, 1955, 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, Ellen Tyler Elliott.

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

22

Filed 4 Jan., 1955.

LIBER 91 PAGE 496 NO 1,145 EQUITY

ALMA E. TYLER
304 Annapolis Street
West Annapolis, Maryland

VS.

ELLEN TYLER ELLIOTT
519 Sixth Street
Annapolis, Maryland

ROBERT EVERETTE TYLER
University of Alabama
Tuscaloosa, Alabama

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

MARYLAND

ANSWER OF ROBERT EVERETTE TYLER TO THE AMENDED BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT: -

The answer of Robert Everette Tyler, one of the Defendants to the Ammended Bill of Complaint filed against him in this cause exhibited, respectfully represents that he admits the matters and facts as set forth in the said Bill of Complaint and consents to the passage of such decree as may be right and proper in the premises.

AND AS IN DUTY BOUND, ETC.

Robert Everette Tyler, Defendant

George E. Rullman
Lee Building
Annapolis, Maryland
Solicitor for Defendant

I hereby certify that on this 10th day of January, 1955, I mailed a copy of the foregoing Answer to Albert J. Goodman, solicitor for the complainant, 156 South Street, Annapolis, Maryland.

Solicitor for Respondant

Filed 10 Jan., 1955

23

ALMA E. TYLER,	:	IN
PLAINTIFF	:	THE CIRCUIT COURT
VS.	:	FOR
ELLEN TYLER ELLICTT, et al,	:	ANNE ARUNDEL CCUNTY
DEFENDANTS	:	NO. 11,145 EQUITY

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

TESTIMCNY CN BEHALF CF THE PLAINTIFF

January 25, 1955

Present:

Mr. Albert J. Goodman, Solicitor for Plaintiff

Mr. George E. Rullman, Solicitor for Defendants

Mr. Chipman W. Cunningham, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Joseph D. Lazenby, pages 2 and 3

Alma Erickson Tyler, pages 4,5,6

Filed 7 Feb., 1955.

24

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

(Mr. Goodman)

1. What is your name, please?

A. Joseph D. Lazenby.

2. What is your residence?

A. 105 Scott Drive, Annapolis, Maryland.

3. And your occupation?

A. Real estate and insurance.

4. Where is your office located?

A. 215 Main Street, Annapolis, Maryland.

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

A. Twenty three years.

6. Are you familiar with the property values in Eastport, Annapolis, Maryland?

A. Yes.

7. Have you bought and sold real estate in that vicinity recently?

A. Yes.

8. Are you familiar with the property known as 519 6th Street Eastport, Annapolis, Maryland?

A. Yes.

9. When did you last examine that property known as 519 6th Street, Eastport, Annapolis, Maryland?

A. I haven't been in that house for two years, but I recently examined the outside.

10. What was your reason for doing that?

A. To be able to testify in this case.

11. Describe the property at 519 6th Street, Eastport, Annapolis, Maryland.

A. The lot is 35 x 160, the house is a frame house and its size is 20 x 40 on the front part, being a two story with a one story portion in the back; then there is an iron clad building also on the lot, metal siding, and that is 18 x 20 in size and has a frame addition to it

25

10 x 20.

12. Is the house modern?

A. It's in fairly good condition, has been kept in good condition, and it would be called a modern house. Described as having six rooms, three bedrooms and one bath on the second floor, and half a bath on the first floor.

13. In your opinion, what is its present value?

A. Twelve Thousand Five Hundred ($12,500.00).

14. Is this property susceptible of division in kind without loss and injury to the parties interests?

A. I don't see how it could be.

15. Would it be to the best interest of the parties involved to sell the property and divide the proceeds?

A. It would be best to sell it and divide the proceeds.

(Cross Examination by Mr. Rullman)

1. Do you know anything about the heating system in the house?

A. It has an oil burner hot water heating plan.

2. Your valuation, does that include the back area there?

A. That includes the lot and improvements.

3. Well, there is a back area there.

A. Yes, the lot is 35'x 160' with a house on the front and a metal siding building on the back. The metal siding building is not of a great value.

4. Do I gather from that it is sort of a storage building and doesn't adjoin the house?

A. It doesn't adjoin the house, I would say it is a good 35 or 40 feet from the house, completely detached.

(Mr. Cunningham)

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

Joseph D. Lazenby

Alma Erickson Tyler, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. State your name and address, please.

A. Alma Erickson Tyler, 304 Annapolis Street, Annapolis, Md.

2. Are you married?

A. I'm a widow.

3. What was the name of your deceased husband?

A. Clarence Everett Tyler.

4. When did he die?

A. January 1st. 1953.

5. Did your husband leave a Will at the time of his death?

A. Not to my knowledge.

6. Were Letters of Administration granted?

A. Yes, on January 14th, 1953.

7. To whom were the Letters of Administration granted?

A. Mrs. Ellen Tyler Elliott and Mrs. Alma Erickson Tyler.

8. And was a final account filed in the Orphan's Court for Anne Arundel County?

A. Yes.

9. Who were the heirs surviving Clarence Everett Tyler?

A. Alma Erickson Tyler, widow, 304 Annapolis Street, Annapolis, Maryland; Ellen Tyler Elliott, daughter, 519 6th Street, Annapolis, Maryland; and Robert Everett Tyler, son, University of Alabama, Tuscaloosa, Alabama.

10. Did Clarence E. Tyler own the property described as 519 6th Street, Annapolis, Maryland, at the time of his death?

A. He did.

11. By how many deeds did he acquire this property?

A. By two deeds; one from M. Clare M. Green and Noah A. Hillman, Trustees, and the other is from The Trustees of Eastport Methodist Episcopal Church of Eastport, Anne Arundel County, State of Maryland.

12. I hand you a certified copy of the deed dated October 26,

27

1910, from The Trustees of Eastport Methodist Church of Eastport, Anne Arundel County, State of Maryland, to Clarence E. Tyler and I ask you if this is one of the deeds whereby your late husband acquired title to the property known as 519 6th Street, Eastport, Annapolis, Maryland?

A. It is.

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

13. I now hand you a certified copy of a second deed dated, April 22nd, 1937, from M. Clare M. Green and Noah A. Hillman, Trustees to Clarence E. Tyler, and ask you if this represents the second deed whereby your late husband acquired the remaining portion of the property now known as 519 6th Street, Annapolis, Maryland?

A. It is.

(DEED RE-FILED MARKED EXAMINER'S EX.2)

14. I now hand you a plat, dated November. 1954, prepared by J. R. McCrone, Jr., Inc., and ask you if it shows the outlines of the rear portion of the property owned by your late husband at the time of his death and being part of Lot No. 17 and Lot No. 19 of Horn Point, Annapolis, Md.?

A. Yes.

(PLAT RE-FILED MARKED EXAMINER'S EX.3)

15. Am I correct in saying that Lot No. 17 and Lot No. 19 are located in the rear of the property known as 519 6th Street, Annapolis, Maryland?

A. Yes.

16. Is there any way or is there any access to Lots 17 and 19 from 5th Street?

A. No sir, other than through someone else's property.

17. It's necessary then that you reach Lots 17 and 19 through 6th Street?

A. That's right.

18 Would it be possible to sell Lot 17 and Lot 19 separately from the remaining property of 519 6th Street, Annapolis, Maryland?

28

A. No.

19. Will you describe the improvements on the property known as 519 6th Street, Annapolis, Maryland?

A. The house on 519 6th Street, Annapolis, is a two story frame building with three bedrooms, to my knowledge, upstairs and one bath, and I believe at one time a room or two in the attic was used, it has a half a bath on the first floor, lavatory facilities, a full basement under the house, modern conveniences and the house is in fairly good repair. There is a garage that my husband used as a workshop and he has a lot of wallpaper stored there.

20. In order to offer this property for sale is it necessary to sell Lots No. 17 and 19?

A. Yes sir.

21. What, in your opinion, is a fair market value of this property?

A. I would estimate Twelve Thousand Five Hundred Dollars ($12,500.00).

22. Who is occupying the property at the present time?

A. Mrs. Robert Elliott.

23. How long has she been in possession of the property?

A. Two years, since the death of my husband.

24. Has she paid any rent on the property?

A. No sir.

25 Has she made any promises to pay any rent?

A. She has, sir, out of the settlement.

26. Is this property, in your opinion, susceptible to division and kind without loss and injury to the parties involved?

A. No sir.

27. What should be done with the property to protect the interest of the parties involved?

A. It should be sold and the cash distributed among the heirs.

(Mr. Cunningham)

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

Alma Erickson Tyler

Alma Erickson Tyler

29

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in her 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 February, 1955.

Examiner (SEAL)

C.W.C. $10.00

I.H. $6.00

LIBER 91 PAGE 504

ALMA E. TYLER	:	NO. 11,145 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELLEN TYLER ELLIOTT, et al.	:	ANNE ARUNDEL COUNTY

:::::::

DECREE FOR THE SALE OF REAL ESTATE

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

It is thereupon, this 18th day of February, 1955, by the Circuit Court for Anne Arundel County in Equity adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold for the purpose of partition among the parties; that Albert J. Goodman and George E. Rullman be, and they are hereby, appointed trustees to make said sale; and that the course and manner of their proceedings shall be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland executed by themselves and a surety or sureties to be approved by this Court in the penalty of TWELVE THOUSAND FIVE HUNDRED DOLLARS ($12,500.00), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks' notice by advertisement inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of ten per cent (10%) of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at six per cent (6%) per annum from the day of sale; and if not sold at public sale on the day so advertised, the trustees 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 trustees shall return to this Court a full and particular account of the same, with an

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

31

Filed 18 Feb., 1955

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 trustees 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, complainant and respondents, and those claiming by, from or under them or any of them; and the said trustees shall bring into this Court the money arising from said sale or sales to be distributed under the direction of this Court after deducting the costs of this suit and such commission to the said trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Michaelson
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

32

ALMA E. TYLER LIBER 91 PAGE 506 D. 11,145 EQUITY

VS. : IN THE CIRCUIT COURT

ELLEN TYLER ELLIOTT, et al. : FOR ANNE ARUNDEL COUNTY

J. Md. Statutory.
Trustee's Bond.

TRUSTEES' BOND

Know all Men by these Presents,

THAT WE, Albert J. Goodman and George E. Rullman,

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 Twelve Thousand Five Hundred and no/100- Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our, and each of our Heirs, Executors, and Administrators, jointly and severally, firmly by these presents; sealed with our seals and dated this 23rd day of February, in the year nineteen hundred and fifty-five.

WHEREAS, the above bounden Albert J. Goodman and George E. Rullman, 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 Alma E. Tyler

vs.

Ellen Tyler Elliott, et al.,

now pending in said Court.

Now the Condition of this Obligation is such, that if the above bounden Albert J. Goodman and George E. Rullman

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

Signed, sealed, and delivered in presence of

Grace R. Hartge
Grace R. Hartge

Dorothy Geipe
Dorothy Geipe

Albert J. Goodman [SEAL]

George E. Rullman [SEAL]

GLENS FALLS ~~INDEMNITY~~ INSURANCE COMPANY

By C. M. Reisenweber [SEAL]
C. M. Reisenweber, Attorney

Form 8185—B—1-41

Approved this 25 Feb 1955
John N. Hopkins, 3rd, Clerk

Filed 25 Feb 1955

33

Legal Notices

TRUSTEES' SALE

OF VALUABLE, IMPROVED REAL ESTATE LOCATED AT 519 SIXTH STREET, EASTPORT, ANNAPOLIS, SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated Februery 18, 1955, and passed in a cause in said Court pending wherein Alma E. Tyler is complainant and Ellen Tyler Elliott, et al., are respondents, and known as No. 11,145 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, MARCH 22ND, 1955,
AT 11 A. M.

All those lots of ground situate, lying and being in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and described as follows:

FIRST: All that lot of ground situate on Sixth (formerly First) Street in the Village of Eastport, formerly called Horn Point, which is described as follows on a plat showing the subdivision of the property of the Eastport Methodist Episcopal Church made by W. C. Munroe, Surveyor, October 10, 1910, and recorded in the Plat Book in the office of the Clerk of the Circuit Court for Anne Arundel County.

Beginning for the same at a point on the north side of Sixth Street distant 248 feet from the beginning point of the church lot, as described on said plat, and running thence at right angles to Sixth Street north 58 degrees 20 minutes east 165 feet; thence south 31 degrees 40 minutes east 40 feet; thence south 58 degrees 20 minutes west 165 feet; thence north 31 degrees 40 minutes west 40 feet to the point of beginning, being lot No. 4, as shown on the above-mentioned plat of the property of the Eastport Methodist Episcopal Church.

Being the same property which was conveyed to the said Clarence E. Tyler by the Trustees of Eastport Methodist Episcopal Church of Eastport, etc., by deed dated October 26, 1910, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 84, folio 383.

SECOND: All that rectangular piece of ground lying in the rear of the above-described Lot No. 4, and known as part of Lots Nos. 17 and 19, as shown on the plat of Horn Point, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat 11, and described as follows:

Beginning for the same at a point at the e[illegible] the north 32 degree 15 minute w[illegible] 40-foot line of the conveyance from Clarence E. Tyler to C. Hayes Duvall by deed dated April 27, 1945, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 328, folio 212; and running from said beginning point with part of the rear line of Lots Nos. 17 and 19, as shown on a plat of Horn Point recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat 11, north 32 degrees 15 minutes west 100 feet to a point; thence running through part of Lot No. 17, north 57 negrees 45 minutes east 65 feet to the end of the north 32 degree 15 minute west 60 foot line of a conveyance from said Clarence E. Tyler to Dara H. Brinson by deed dated August 10, 1946, and recorded in Liber J. H. H. No. 388, folio 231; thence with said line and the rear line of a conveyance from said Clarence E. Tyler to C. Hayes Duvall by deed dated August 10, 1946, and recorded in Liber J. H. H. No. 386, folio 397, south 32 degrees 15 minutes east 100 feet; thence with part of the third line of the first mentioned conveyance to Duvall, south 57 degrees 45 minutes west 65 feet to the place of beginning, as described by J .R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in November, 1954.

Being part of the same property which was conveyed to the said Clarence E. Tyler by M. Clare M. Green and Noah A. Hillman, Trustees, by deed dated April 22, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 174, folio 288.

This property is improved by a two-and one-half-story, frame dwelling, containing six rooms, with one and one-half baths, and a detached, corrrugated iron garage in the rear thereof.

Terms of sale, as prescribed by the decree: A deposit of ten per cent (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 six per cent (6%) per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:
ALBERT J. GOODMAN,
Trustee, 156 South Street,
Annapolis, Maryland.

GEORGE E. ULLMAN,
Trustee, [illegible]e Building, A-
napolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

m-16

LIBER OFFICE 91 PAGE 508

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 22, 1955

We hereby certify, that the annexed

Trustees' Sale

Eq. 11,145

Alma E. Tyler

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 22nd day of March, 1955. The first insertion being made the 23rd day of February, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 22 Mar. 1955.

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

LIBER 91 PAGE 509

TRUSTEES' SALE

OF VALUABLE, IMPROVED

REAL ESTATE

LOCATED AT 519 SIXTH STREET, EASTPORT, ANNAPOLIS, SIXTH ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated February 18, 1955, and passed in a cause in said Court pending wherein Alma E. Tyler is complainant and Ellen Tyler Elliott, et al., are respondents, and known as No. 11,145 Equity, the undersigned trustees will offer at public sale at the Court House door in the City of Annapolis, Maryland, on

TUESDAY, MARCH 22, 1955

AT 11 A.M.

All those lots of ground situate, lying and being in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and described as follows:

FIRST: All that lot of ground situate on Sixth (formerly First) Street in the Village of Eastport, formerly called Horn Point, which is described as follows on a plat showing the subdivision of the property of the Eastport Methodist Episcopal Church made by W. C. Munroe, Surveyor, October 19, 1910, and recorded in the Plat Book in the office of the Clerk of the Circuit Court for Anne Arundel County:

Beginning for the same at a point on the north side of Sixth Street distant 248 feet from the beginning point of the church lot, as described on said plat, and running thence at right angles to Sixth Street north 58 degrees 20 minutes east 165 feet; thence south 31 degrees 40 minutes east 40 feet; thence south 58 degrees 20 minutes west 165 feet; thence north 31 degrees 40 minutes west 40 feet to the point of beginning, being Lot No. 4, as shown on the above-mentioned plat of the property of the Eastport Methodist Episcopal Church.

Being the same property which was conveyed to the said Clarence E. Tyler by The Trustees of Eastport Methodist Episcopal Church of Eastport, etc., by deed dated October 26, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 84, folio 383.

SECOND: All that rectangular piece of ground lying in the rear of the above-described Lot No. 4, and known as part of Lots Nos. 17 and 19, as shown on the plat of Horn Point, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat 11, and described as follows:

Beginning for the same at a point at the end of the north 32 degree 15 minute west 40 foot line of the conveyance from Clarence E. Tyler to C. Hayes Duvall by deed dated April 27, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 328, folio 212; and running from said beginning point with part of the rear line of Lots Nos. 17 and 19, as shown on a plat of Horn Point recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat 11, north 32 degrees 15 minutes west 100 feet to a point: thence running through part of Lot No. 17, north 57 degrees 45 minutes east 65 feet to the end of the north 32 degree 15 minute west 60 foot line of a conveyance from said Clarence E. Tyler to Dara H. Brinson by deed dated August 16, 1946, and recorded in Liber J.H.H. No. 388, folio 231; thence with said line and the rear line of conveyance from said Clarence E. Tyler to C. Hayes Duvall by deed dated August 16, 1946, and recorded in Liber J.H.H. No. 386, folio 397, south 32 degrees 15 minutes east 100 feet; thence with part of the third line of the first-mentioned conveyance to Duvall, south 57 degrees 45 minutes west 65 feet to the place of beginning, as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in November, 1954.

Being part of the same property which was conveyed to the said Clarence E. Tyler by M. Clare M. Green and Noah A. Hillman, Trustees, by deed dated April 22, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 288.

This property is improved by a two- and one-half-story, frame dwelling, containing six rooms, with one and one-half baths, and a detached, corrugated iron garage in the rear thereof.

TERMS OF SALE, AS PRESCRIBED BY THE DECREE: A deposit of ten per cent (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 six per cent (6%) per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN, Trustee,
156 South Street,
Annapolis, Maryland

GEORGE E. RULLMAN, Trustee,
Lee Building,
Annapolis, Maryland

Filed 22 Mar. 1955

ALMA E. TYLER : NO.11,145 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

ELLEN TYLER ELLIOTT, 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 and George E. Rullman, Trustees, the property described in the advertisement attached hereto for the sum of Eleven Thousand Fifty Dollars ($11,050.); 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 22nd day of March, 1955.

WITNESS:

Grace R. Hartge as to Robert H. Elliott (SEAL)
Grace R. Hartge — Robert H. Elliott

Grace R. Hartge as to Ellen T. Elliott (SEAL)
Grace R. Hartge — Ellen T. Elliott

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman and George E. Rullman, Trustees, the property described in the advertisement attached hereto to Robert H. Elliott and Ellen T. Elliott, his wife, at and for the sum of Eleven Thousand Fifty Dollars ($11,050.00, ~~they~~ being at that price the highest bidder s therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 22nd day of March, 1955.

WITNESS:

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

Filed 22 Mar, 1955

36

ALMA E. TYLER	:	NO. 11,145 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ELLEN TYLER ELLIOTT and ROBERT EVERETT TYLER	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEES' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman and George E. Rullman, Trustees appointed by a decree of this Honorable Court to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust as required by said decree and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital," a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, they did attend at the courthouse door in the City of Annapolis, Maryland, on Tuesday, March 22, 1955, 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:

FIRST: All that lot of ground situate on Sixth (formerly First) Street in the Village of Eastport, formerly called Horn Point, which is described as follows on a plat showing the subdivision of the property of the Eastport Methodist Episcopal Church made by W. C. Munroe, Surveyor, October 19, 1910, and recorded in the Plat Book in the office of the Clerk of the Circuit Court for Anne Arundel County:

Beginning for the same at a point on the north side of Sixth Street distant 248 feet from the beginning point of the church lot, as described on said plat, and running thence at right angles to Sixth Street

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 22 Mar. 1955

37

north 58 degrees 20 minutes east 165 feet; thence south 31 degrees 40 minutes east 40 feet; thence south 58 degrees 20 minutes west 165 feet; thence north 31 degrees 40 minutes west 40 feet to the point of beginning, being Lot No. 4, as shown on the above-mentioned plat of the property of the Eastport Methodist Episcopal Church.

Being the same property which was conveyed to the said Clarence E. Tyler by The Trustees of Eastport Methodist Episcopal Church of Eastport, etc., by deed dated October 26, 1910, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 84, folio 383.

SECOND: All that rectangular piece of ground lying in the rear of the above-described Lot No. 4, and known as part of Lots Nos. 17 and 19, as shown on the plat of Horn Point, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat 11, and described as follows:

Beginning for the same at a point at the end of the north 32 degree 15 minute west 40 foot line of the conveyance from Clarence E. Tyler to C. Hayes Duvall by deed dated April 27, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 328, folio 212; and running from said beginning point with part of the rear line of Lots Nos. 17 and 19, as shown on a plat of Horn Point recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod B-1, Plat 11, north 32 degrees 15 minutes west 100 feet to a point; thence running through part of Lot No. 17, north 57 degrees 45 minutes east 65 feet to the end of the north 32 degree 15 minute west 60 foot line of a conveyance from said Clarence E. Tyler to Dara H. Brinson by deed dated August 16, 1946, and recorded in Liber J.H.H. No. 388, folio 231; thence with said line and the rear line of a conveyance from said Clarence E. Tyler to C. Hayes Duvall by deed dated August 16, 1946, and recorded in Liber J.H.H. No. 386, folio 397, south 32 degrees 15 minutes east 100 feet; thence with part of the third line of the first-mentioned conveyance to Duvall, south 57 degrees 45 minutes west 65 feet to the place of beginning, as described by J. R. McCrone, Jr., Inc.,

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

38

Registered Professional Engineers and Land Surveyors, in November, 1954.

Being part of the same property which was conveyed to the said Clarence E. Tyler by M. Clare M. Green and Noah A. Hillman, Trustees, by deed dated April 22, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 174, folio 288.

SAID property being sold to Robert H. Elliott and Ellen T. Elliott, his wife,
at and for the sum of Eleven Thousand Fifty- -DOLLARS ($ 11,050.00), 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

George E. Rullman
Lee Building
Annapolis, Maryland

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 22nd day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared ALBERT J. GOODMAN and GEORGE E. RULLMAN, Trustees, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

GRACE R. HARTGE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

39

LIBER 91 PAGE 514

ORDER NISI

Alma E. Tyler

versus

Ellen Tyler Elliott and
Robert Everett Tyler

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,145 Equity

Ordered, this 5 day of April, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman and George E. Rullman, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9 day of May next.

The report states that the amount of sale ~~to be~~ was $ 11,050.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 5 apr., 1955.

(Final Order)

Alma E. Tyler

versus

Ellen Tyler Elliott and
Robert Everett Tyler

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of April, 1955, that the sale made and reported by the Trustees aforesaid, be and the same is finally hereby Ratified and Confirmed ~~no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause,~~ all parties in interest having consented to the immediate ratification of this Sale; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

40

Filed 14 apr., 1955.

ALMA E. TYLER	:	NO. 11,145 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ELLEN TYLER ELLIOTT and ROBERT EVERETT TYLER	:	ANNE ARUNDEL COUNTY

:::::::

CONSENT TO IMMEDIATE RATIFICATION OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned, being all the parties in interest, including the purchasers, and all being sui juris, do hereby consent to the immediate ratification of the sale of the fee simple property known as No. 519 Sixth Street, Annapolis, Maryland, reported by Albert J. Goodman and George E. Rullman, Trustees, on March 22, 1955.

Alma E. Tyler
Alma E. Tyler

Robert Everett Tyler
Robert Everett Tyler

Ellen Tyler Elliott
Ellen Tyler Elliott

Purchasers Robert H Elliott + wife
Robert H. Elliott

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

41

Filed 14 Apr., 1955

LIBER 91 PAGE 516

In the Case of

Alma E. Tyler

vs.

Ellen Tyler Elliott

and

Robert Everett Tyler

In the

Circuit Court

For

Anne Arundel County

No. 11,145 Equity

To the Honorable, the Judges of said Court:

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

May 13, 1955

All of which is respectfully submitted.

Laura R. Jicklin
Auditor.

Filed 13 May, 1955.

42

Dr. Alma E. Tyler Vs.
Ellen Tyler Elliott and Robert Everett Tyler

in ac.

To Trustees for Commissions, viz:	363	59	363	59
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	49	25		
Joseph W. Alton, Jr. - Sheriff's costs	4	15		
Sheriff of Tuscaloosa County, Ala.- costs	12	00		
Chipman W. Cunningham - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	6	00		
Auditor - stating this account	27	00	128	40
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	60	00		
Capital-Gazette Press - handbills	10	31		
Capital-Gazette Press - order nisi (sale)	4	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Ins. Co. - bond premium	50	00		
George W. Scible - auctioneer's fee	75	00		
Jos. D. Lazenby - appraisal and testimony	25	00		
J. R. McCrone, Jr. - survey and plat	10	00		
Albert J. Goodman - fee for legal services rendered (Order 4/18/55)	200	00		
One-half Federal documentary stamps	6	33		
One-half State documentary stamps	6	32		
Clerk of Court - certified copies deeds	3	00		
Grace R. Hartge - notary fee		75	456	71
To Trustees for Taxes, viz:				
1954 Annapolis City taxes ($70.20 - adjusted) - 8 months 22 days	51	09		
1955 State and County taxes ($87.10 - adjusted) - 2 months 22 days	19	84	70	93
To Trustees for Benefit Charges, viz:				
Annapolis Water Dept. - water service to 1/1/55	6	85		
Annapolis Water Dept. - water service from 1/1/55 to 3/22/55	6	39	13	24
BALANCE FOR DISTRIBUTION - $10,086.75				
Distributed to the heirs at law of Clarence E. Tyler, deceased, viz:				
To Alma E. Tyler, Widow - one-third	3,362	25		
To Ellen Tyler Elliott, daughter - one-third	3,362	25		
To Robert Everett Tyler, son -one-third	3,362	25	10,086	75
			11,119	62

43

with Albert J. Goodman and George E. Rullman, Trustees Cr.

1955					
Mar.	22	Proceeds of Sale	11,050	00	
		Interest on deferred payment of $9,945.00 from 3/22/55 to 5/3/55	69	62	11,119 62
					11,119 62

ORDER NISI LIBER 91 PAGE 519

Alma E. Tyler

VERSUS

Ellen Tyler Elliott

and

Robert Everett Tyler

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,145 Equity.

ORDERED, This 13 day of May, 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 17 day of June next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of June next.

Filed 13 May, 1955. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th 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

Filed 18 June, 1955.

LIBER 91 PAGE 520

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. 11,145 Equity

ALMA E. TYLER

Vs.

ELLEN TYLER ELLIOTT and ROBERT EVERETT TYLER

Ordered, this 13th day of May, 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 17th 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 17th day of June next.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-30

CERTIFICATE OF PUBLICATION

Annapolis, Md., *June 13*, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,145

Auditor Account.

Alma E. Tyler

Ellen Tyler Elliott

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 *17th* day of *June*, 1955. The first insertion being made the *16th* day of *May*, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

No. E. C. *7148*

46

Filed 15 June, 1955.

GEORGE A. SIMPKINS and
VIRGINIA E. SIMPKINS, his wife
Route 2, Box 481A
Glen Burnie, Maryland

vs

AUGUSTA MILLER
613 South Dallas Street
Baltimore, Maryland

AND all persons claiming to have an interest in Lots 1 & 2, Block H, Arundel Manor, Fifth Election District of Anne Arundel County, Maryland

---

AUGUST KROHN and
MARY KROHN, his wife
Baltimore, Maryland

AND all persons claiming to have an interest in Lots No. 3 & 4, Block H, Arundel Manor, Fifth Election District of Anne Arundel County, Maryland

---

CLARENCE HELLMAN and
ANNA HELLMAN, his wife
1101 West Ostend Street
Baltimore, Maryland

AND all persons claiming to have an interest in Lots No. 53 & 54, Block E, Arundel Manor, Fifth Election District of Anne Arundel County, Maryland

---

CONSTANTINE A. GOELLER and
MARGARET GOELLER, his wife
3800 Fernwood Avenue
Baltimore, Maryland

AND all persons claiming to have an interest in Lot No. 52, Block E, Arundel Manor, Fifth Election District of Anne Arundel County, Maryland

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 10,959

. . . . . .

PETITION TO FORCLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your petitioners, complaining say:

1. That a search of the Land Records, the records of the Register of Wills, the Equity and Law Records of Anne Arundel County disclose that the Defendants were the owners of the

Filed 20 Mar., 1954

1

herein described and mentioned properties at the time they were sold at tax sales to the Commissioners of Anne Arundel County by the Treasurer of Anne Arundel County, the collector of State and County taxes.

2. That the Commissioners of Anne Arundel County had conveyed said properties to the Complainants by the following deeds:

A. Deed dated April 16,1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 356 folio 198. The original deed is filed herewith and marked Exhibit No. 1.

B. Deed dated August 20,1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 377 folio 222. The original deed is filed herewith and marked Exhibit No. 2.

C. Deed dated June 9,1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 763 folio 592. The original deed is filed herewith and marked Exhibit No. 3.

3. That on or about the 9th day of March,1954, Joseph H. Griscom, Treasurer of Anne Arundel County and collector of State and County taxes issued certificates of tax sales for the herein mentioned lots of land which certificates have been duly assigned to the Complainants; are attached hereto and marked as Exhibits No. 4,5,6 and 7, and prayed to be taken as a part hereof.

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

A. Certificate No. 2068: All those lots of ground situate and lying in the Fifth Election District of Anne Arundel County and known as Lots No. 1 and 2, Block H, Plat of Arundel Manor which plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 1 folio 350, Section 4; and being the same property which was conveyed to Augusta Miller by Arco Realty Corporation by deed dated March 13,1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 95 folio 110; and assessed on the date of the collectors sale to Augusta Miller whose last known address is 613 South Dallas Street, Baltimore, Maryland. The amount due on the date of sale was $14.80.

B. Certificate No. 2065:All those lots of ground situate and lying in the Fifth Election District of Anne Arundel County

and designated as Lots No. 3 and 4, Block H, on the Plat of Arundel Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 1 folio 350, Section 4, Being the same lots which were conveyed by The United Realty And Home Builders Corporation to August Krohn and Mary Krohn, his wife, by deed dated April 26,1926 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 32 folio 64; and assessed on the date of the collector's sale to August Krohn and Mary Krohn, his wife, whose last known address is Baltimore, Maryland. The amount due on the date if sale was $13.05.

C. Certificate No. 2066: All those lots of ground lying and being in the Fifth Election District of Anne Arundel County, and designated as Lots No. 53 and 54, Block E, on the plat of Arundel Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 1 folio 350, Section 4. Being the same lots of ground which were conveyed by The United Realty And Home Builders Corporation to Clarence Hellman and Anna Hellman, his wife, by deed dated March 6,1924, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 67 folio 393; and assessed on the date of the collector's sale to Clarence Hellman and Anna Hellman, his wife, whose last known address is 1101 West Ostend Street; Baltimore, Maryland. The amount due on the date of sale was $13.42.

D. Certificate No. 2067: All that lot of ground lying and being in the Fifth Election District of Anne Arundel County and known as Lot No. 52, Block E, on the Plat of Arundel Manor, which plat is recorded among the Land Records of Anne Arundel County in Plat Book W.N.W. 1, folio 350, Section 4. Being the same lot of ground which was conveyed by The United Realty And Home Builders Corporation to Constantine A. Goeller and Margaret Goeller, his wife, by deed dated May 14,1923, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 72 folio 229; and assessed on the date of the collector's sale to Constantine and Margaret Goeller, whose last known address is 3800 Fernwood Avenue; Baltimore, Maryland.

3

The amount due on the date of sale was $11.33.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein or anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of tax sales.

6. That to redeem these properties from said sales it is necessary for respondents to pay the sums set out after the descriptions of each property together with interest, taxes and penalties accruing subsequent to the date of sale to the date of redemption in accordance with the provisions contained in Sections 90 and 91 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

7. That the Complainants pray for proceds directed to the above named respondents whose last known addresses are set out with their names after the description of each property.

8. That Complainants pray for an order of publication directed to all parties in interest in the various properties.

TO THE END, THEREFORE:

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

B. That the final decree herein provide that the Treasurer of Anne Arundel County execute to the Plaintiffs a deed to the properties herein described and vesting in them a good and marketable title, indebeasible and absolute, in fee simple, and free an d clear of any liens, claims and encumbrances.

C. And for such other relief as the nature of the Plaintff's case may require.

AND as in duty bound, etc.

George A. Simpkins
George A. Simpkins

Virginia E. Simpkins
Virginia E. Simpkins

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

4

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9th day of ~~February~~ March 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George A. Simpkins and Virginia E. Simpkins, his wife, and they made oath in due form of law that the matter and facts set forth in the aforegoing Bill of Complaint are true to the best of their knowledge, information and belief.

AS witness my hand and notarial seal.

Amelia H. Tubman

~~Amelia H. Tubman~~ Amelia H. Tubman

NOTARY PUBLIC

5

No S amps Required.

THIS DEED, made this 16th day of April, 1946, by and between the County Commissioners of Anne Arundel County, a body corporate, of the State of Maryland, party of the first part, GRANTOR, and George A. Simpkins and Virginia E. Simpkins, his wife, of the City of Baltimore, State of Maryland, parties of the second part, GRANTEES.

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

LOTS Numbered Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block "H" at Arundel Manor.

BEING the same property which was conveyed to the said County Commissioners of Anne Arundel County by two deeds: (1) For Lots Nos. 3 and 4, from C. Albert Hodges, dated December 18, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 145, folio 525, and (2) for Lots Nos. 5 to 12 inc. from Joseph H. Pepper, dated July 3, 1941 and recorded among the aforesaid Land Records in Liber J.H.H. No. 240, folio 220.

Augt Krohn for 1927 1-22-30

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said George A. Simpkins and Virginia E. Simpkins, his wife, as TENANTS BY THE ENTIRETIES, the survivor of them, their heirs and assigns in fee simple.

Exhibit No. 1.

Filed 20 Mar., 1954

6

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

Test:

R. Harry Arnold, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
a body corporate

By John J. Levay
John J. Levay, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th day of April, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

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

LIBER 91 PAGE 528

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

R. Harry Arnold,
Clerk

August Kraker
Mary Kraker

No Taxes Prior to 1947
W H Lier
Assessment Dept.

D-E-E-D

From

County Commissioners of Anne Arundel County, a body corporate

To
George A. Simpkins and
Virginia E. Simpkins, his wife
218 E. Barney Street
Baltimore, Md.

Lots Nos. 3 to 12 inc., Blk. H
Arundel Manor, Fifth Election Dist.
Anne Arundel County, Maryland

Approved: 4/16/44

Benj. Michaelson
Counsel to Board

15
46 230
356 198

John H Hopkins 3rd

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

o stamps required

THIS DEED, made this 20th day of August, 1946, by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, GRANTOR, and George A. Simpkins, 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 for other good and valuable considerations paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said George A. Simpkins, his heirs and assigns in fee simple, all those lots or parcels of ground situate, lying and being in the Fifth Election District of Anne Arundel County, Maryland, and designated as Lots Numbered 50, 51, 52, 53 and 54 in Block E at Arundel Manor.

BEING the same property which was conveyed to the said party of the first part by the following deeds: (1) From C. Albert Hodges dated August 13, 1946, and recorded prior to the recording of this deed; (2) deed from Joseph H. Pepper, dated July 3, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.R.H. No. 240, folio 220; (3) deed from C. Albert Hodges, dated March 30, 1932, and recorded in Liber F.S.R. No. 1, folio 292; (4) deed from C. Albert Hodges, dated April 8, 1932, and recorded in Liber F.S.R. No. 1, folio 342.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said George A. Simpkins, his heirs and assigns in fee simple.

WITNESS the signature of John J. Levay, President of the County

Exhibit No. 2
Filed 20 Mar., 1954

Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

Attest:

R. Harry Arnold, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
a body corporate

By John J. Levay
John J. Levay, President

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 20th day of August, 1946, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

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

10 Lot #51 [illegible]

LIBER 91 PAGE 531

TAXES PAID
TO DEC. 31, 1946
THOMAS W. DAVIS
Treas.

D-E-E-D

From

County Commissioners of Anne Arundel County, a body corporate

To

George A. Simpkins
Crownsville P. O. , Md.

Lots Nos. 50, 51, 52, 53 & 54
Block E-Arundel Manor
Fifth Elec. Dist., A.A. County, Md.

Approved: 8/17/46

Benj. Michaelson
Counsel to Board

Aug 46 11 21 A
377 222
John H Hopkins 3rd

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

2.50

LIBER 763 PAGE 592 LIBER 91 PAGE 532

THIS DEED, made this 9 day of ~~May~~ June, 1953, by and between Joseph H. Griscom, Sr., County Treasurer, of the first part; the County Commissioners of Anne Arundel County, a body corporate, of the second part; and George A. Simpkins and Virginia E. Simpkins, his wife, of the third part.

No Stamps Required

WITNESSETH: that for and in consideration of the sum of Ten Dollars and other valuable considerations paid by the grantees to the grantors, receipt whereof is hereby acknowledged, Joseph H. Griscom, Sr., as County Treasurer, and the County Commissioners of Anne Arundel County as a body corporate, have bargained and sold and by these presents do grant and convey unto George A. Simpkins and Virginia E. Simpkins, his wife, their heirs and assigns, the survivor of them, the heirs and assigns of the survivor of them, as tenants by the entireties, all of the right, title, interest and estate, at law or equity, of the said grantors, in and to the following described parcel of land situate and lying in the Fifth Election District of Anne Arundel County, Maryland, and

BEING known as Lots No. 1 and 2, Block "H", Arundel Manor, formerly assessed to Augusta Miller, and being the property sold under No. 5414 Tax Sales in the Circuit Court for Anne Arundel County, as will appear by reference to Tax Sale Docket J.H.H. 5 folio 207 and Tax Sale Record J.H.H. 31, folio 335.

Augusta Miller 10-14-40 to 1939

TOGETHER with the buildings and improvements thereon, and all and every the rights, ways, roads, waters, privileges, appurtenances and advantages thereto 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 George A. Simpkins and Virginia E. Simpkins, his wife, as tenants by the entireties, their assigns, the survivor of them, his or heirs and assigns in fee simple.

WITNESS the hands and seals of the said Grantors.

ATTEST:

Ruth M. Loving

Ruth M. Loving

Joseph H. Griscom Sr (SEAL)

Joseph H. Griscom, Treasurer

ATTEST:

Lucy L. Loskosky

Lucy L. Loskosky, Clerk

County Commissioners of Anne Arundel County

By Ralph L. Lowman (SEAL)

Ralph L. Lowman, President

12

Exhibit No. 3 Filed 20 Mar, 1954

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 9 day of ~~May~~ June, 1953, before me, the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared Joseph H. Griscom, Sr., and he did acknowledge the foregoing deed to be his act as County Treasurer. Also personally appeared Ralph A. Lowman, President of the County Commissioners of Anne Arundel County, and he did acknowledge the aforegoing deed to be the act of the said body corporate.

WITNESS my hand and notarial seal.

Wanda N. Hile

Wanda N. Hile
Notary Public

Recorded: June 23, 1953 at 9 A.M.

13

DEED 6-22-53

JOSEPH H. GRISCOM, Sr.
County Treasurer

From

JOSEPH H. GRISCOM, SR., TREAS., &
COUNTY COMMISSIONERS OF ANNE
ARUNDEL COUNTY

To

GEORGE A. SIMPKINS and
VIRGINIA E. SIMPKINS, his wife.
Route #2, Box 481 A
Glen Burnie P.O., Md.

Lots No. 1 & 2, Block "H",
Arundel Manor, Fifth Election
District of Anne Arundel
County, Maryland

LIBER 91 PAGE 534

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

Received for Record 22 Day
of June 1953 at 9 A.M.
and the same duly recorded in Liber
J.H.H., No. 763, Folio 592, Land
Records of Anne Arundel County.

John H. Hopkins Clerk

6/1/53

Michael Demyan
Attorney at Law
Glen Burnie, Md.

LIBER 91 PAGE 535

2065

CERTIFICATE OF TAX SALE

I, Joseph H Griscom Sr., Successor to C. Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ June 27, 1930, I sold to A A Co Comm at public auction for the sum of 13 Dollars and 05 Cents, of which ..... Dollars has been paid as a deposit on the property in 5 District described as All that parcel of land and Imps. being Lots 3-4 Bek. H. on the plat of Arundel Manor

and assessed to August Krohn & Mary

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ July 28, 1931, 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 24 day of February 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24 day of ~~October~~ February, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

EXHIBIT No. 4 Filed 20 Mar 1964

15

The County Commissioners of Anne Arundel County do hereby assign the within certificate of tax sale to George A. Simpkins and Virginia E. Simpkins.

WITNESS the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowma, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its clerk, this 9th day of ~~February~~ March, 1954.

WITNESS:

Lucy F. Loskosky

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

BY Ralph L. Lowma
Ralph L. Lowman, President

LIBER 91 PAGE 537

2067

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr., Successor to C Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ Sept 3, 1929, I sold to A A Co Commission at public auction for the sum of 11 Dollars and 33 Cents, of which ..... Dollars has been paid as a deposit on the property in 5 District described as Lot 5 2 Blk C Arundel Manor

and assessed to Constantine A Goeller & Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ Sept 4 1930, 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 24 day of February 1954

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct: February

I hereby certify, that on this 24 day of ~~October~~, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1954

EXHIBIT No. 5 Filed 20 Mar., 1954

16

The County Commissioners of Anne Arundel County do hereby assign the within certificate of tax sale to George A. Simpkins and Virginia E. Simpkins.

WITNESS the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its clerk, this 9th day of ~~February~~ March, 1954.

WITNESS:

Lucy F. Loskosky

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

BY Ralph L. Lowman

OK
MHL

LIBER 91 PAGE 539

2066

CERTIFICATE OF TAX SALE

I, Joseph H Gleason Jr Successor to C Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ September 9, 1929, I sold to A A Co Comm at public auction for the sum of 13 Dollars and 42 Cents, of which ..... Dollars has been paid as a deposit on the property in 5 District described as Lots 53-54 Blk E on the plat of Arundel Manor

and assessed to Clarence Hellman & Wife

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After ~~October~~ Sept 4 1930, 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 24 day of February, 19 34

Joseph H. Gleason Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24 day of ~~October~~ February, 19 34, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Gleason 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 1935

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Exhibit No. 6
17

Filed 20 May 1934

The County Commissioners of Anne Arundel County do hereby assign the within certificate of tax sale to George A. Simpkins and Virginia E. Simpkins.

WITNESS the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its clerk, this 9th day of March, 1954.

WITNESS:

Lucy F. Loskosky

COUNTY COMMISSIONERS OF
ANNE ARUNDEL COUNTY

By Ralph L. Lowman
Ralph L. Lowman, President

LIBER 91 PAGE 541

2068

CERTIFICATE OF TAX SALE

I, Joseph H Gracom Sr successor to James a Hatton, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 12 1940, I sold to A A Co Comm at public auction for the sum of 14 Dollars and 80 Cents, of which ..... Dollars has been paid as a deposit on the property in 5 District described as Lots 1 - 2 Blk H Arundel Manor

and assessed to Augusta Miller

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 15 1941, 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 24 day of February, 1954

Joseph H Gracom Jr
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 24 day of ~~October~~ Feb, 1954, 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,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1954

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

EXHIBIT No. 7

18

Filed 20 Mar, 1954

LIBER 91 PAGE 542

FEBRUARY ,1954

The County Commissioners of Anne Arundel County do hereby assign the within certificate of tax sale to George A. Simpkins and Virginia E. Simpkins.

WITNESS the signature of the County Commissioners of Anne Arundel County by Ralph L. Lowman, its President, and its corporate seal thereof attested by Lucy F. Loskosky, its clerk, this 9 day of ~~February~~ March, 1954.

WITNESS:

Lucy F. Loskosky

County Commissioners of
Anne Arundel County

By Ralph L. Lowman
Ralph L. Lowman, President

OK
TRH

GEORGE A. SIMPKINS and
VIRGINIA E. SIMPKINS, his wife
Route 2, Box 481A
Glen Burnie, Maryland

vs

AUGUSTA MILLER
Last known address
613 South Dallas Street
Baltimore, Maryland

AUGUST KROHN and
MARY KROHN, his wife
Last known address
Baltimore City, Maryland

CLARENCE HELLMAN and
ANNA HELLMAN, his wife
Last known address
1101 West Ostend Street
Baltimore, Maryland

CONSTANTINE A. GOELLER and
MARGARET GOELLER, his wife
Last known address
3800 Fernwood Avenue
Baltimore, Maryland

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

IN EQUITY

No. 10,959

AND any and all persons having or claiming to have any interest in the following described real estate located in Anne Arundel County, Maryland, to wit:

1. Certificate No. 2068: Lots No. 1 and 2, Block H, as shown on the Plat of Arundel Manor, Fifth Election District.

2. Certificate 2067: Lot No. 52, Block E, as shown on the Plat of Arundel Manor, Fifth Election District of Anne Arundel County.

3. Certificate 2066: Lots No. 53 and 54, Block E, as shown on the Plat of Arundel Manor, Fifth Election District.o

4. Certificate No. 2065: Lots No. 3 and 4, Block H, as shown on the Plat of Arundel Manor, Fifth Election District.

All as substantially described in Certificates of Tax Sale issued by Joseph H. Griscon, Sr, Collector of Taxes for the

19

Filed 20 Mar., 1954

State of Maryland and Anne Arundel County, to the County Commissioners of Anne Arundel County for the amounts in said certificates hereinafter set forth.

Defendants.

. . . . . .

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, sold by the Collector of Taxes for the State of Maryland and Anne Arundel County to the County Commissioners of Anne Arundel County who assigned all of their right, title and interest in and to said property to the plaintiffs in these proceedings:

Tax certificate No. 2068: Lots No. 1 and 2, Block H, as shown on the Plat of Arundel Manor, Fifth Election District of Anne Arundel County; and assessed to Augusta Miller, and sold by the Collector of Taxes to the County Commissioners of Anne Arundel County on October 14,1940 for the sum of $14.80.

Tax Certificate No. 2067: Lot No. 52, Block E, as shown on the Plat of Arundel Manor, Fifth Election District of Anne Arundel County; and assessed to Constantine A. Goeller and Margaret Goeller, his wife, and sold by the Collector of Taxes to the County Commissioners of Anne Arundel County on September 3,1929 for the sum of $11.33.

Tax Certificate No. 2066: Lots No. 53 and 54, as shown on the Plat of Arundel Manor, Fifth Election District of Anne Arundel County; and assessed to Clarence Hellman and Anna Hellman, his wife, and sold by the Collector of Taxes to the County Commissioners of Anne Arundel County on September 3, 1929 for the sum of $13.42.

Tax Certificate No. 2065: Lots Nos. 3 and 4, as shown on the Plat of Arundel Manor, Fifth Election District of Anne Arundel County; and assessed to August Krohn and Mary Krohn, his wife, and sold by the Collector of Taxes to the County

Commissioners of Anne Arundel County on June 27,1930 for the sum of $13.05.

The Bill of Complaint states, among other things, that the amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of the Collector's sale.

It is thereupon, this 20 day of March,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 of Publication in some neswpaper having a general circulation in Anne Arundel County one each weekfor four successive weeks before the 26 ~~April~~ May,1954, next, warning the said Augusta Miller; August Krohn and Mary Krohn, his wife; Constantine A. Goeller and Margaret Goeller, his wife; and Clarence Hellman and Anna Hellman, his wife, and any and allother persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 26 day of May,1954, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the properties and vesting in the plaintiffs a title free and clear of all encumbrances.

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

21

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN E :Y
No. ...9

GEORGE A. SIMPKINS and VIRGINIA E. SIMPKINS, his wife, Route 2, Box 481A, Glen Burnie, Maryland

Vs.

AUGUSTA MILLER, Last known address, 613 Senth Dulins Street, Baltimore, Maryland.

AUGUST KROHN and MARY KROHN, his wife, Last known address, Baltimore City, Maryland.

CLARENCE HELLMAN and ANNA HELLMAN, his wife, Last known address, 1101 West Ostend Street, Baltimore, Maryinnd.

CONSTANTINE A. GOELLER and MARGARET GOELLER, his wife, Last known address, 3800 Fernwood Avenue, Baltimere, Maryland.

AND any and all persons having or nlaiming to have any interest in the fellnwing described real estate located in Anne Arnndel Cnnnty, Maryland, to wit:

1. Certificate No. 2068: Lots No. 1 and 2, Block H, as shewn on the Plat of Arnndel Manor, Fifth Election District.
2. Certificate 2067: Lot No. 52, Block E, as shewn nn the Plat of Arundel Maner, Fifth Election District of Anne Arundel Cennty.
3. Certificate 2066: Lots No. 53 and 54, Block E, as shewn on the Plat of Arundel Maner, Fifth Electinn District.
4. Certificnte No. 2065: Lots No. 3 and 4, Block H, as shewn on the Plat of Arundel Maner, Fifth Electinn District.

All as substantially described in Certificates of Tax Sale issued by Joseph H. Griscen, Sr., Collector nf Taxes for the State nf Maryland and Anne Arnndel Cnunty, to the Cennty Commissioners of Anne Arnndel Connty for the amennts in said certificates hereinafter set forth.

Defendants.

ORDER OF PUBLICATION

The object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arnndel County, Maryland, sold by the Collector of Taxes for the State nf Maryland and Anne Arundel County to the County Commissioners nf Anne Arnndel County who assigned all of their right, title and interest in and to said property to the plaintiffs in these proceedings:

Tax certificate No. 2068: Lots No. 1 and 2, Block H, as shown on the Plat of Arnndel Mannr, Fifth Election District nf Anne Arnndel County; and assessed to Augnste Miller, and sold by the Collectnr of Taxes to the County Commissioners of Anne Arundel County on October 14, 1940 for the snm of $14.80.

Tax Certificate No. 2067: Lot No. 52, Block E, as shown on the Plat of Arundel Manor, Fifth Election District of Anne Arnndel County; and assessed to Cnnstantine A. Goeller and Margaret Gneller, his wife, and sold by the Cnllector of Taxes to the County Commissioners of Anne Arnndel County nn September 3, 1929 for the sum of $11.88.

Tax Certificate No. 2066: Lots No. 53 and 54, as shown on the Plat of Arundel Manor, Fifth Election District of Anne Arundel County; and assessed to Clarence Hellman and Anna Hellman, his wife, and sold by the Collector of Taxes to the County Commissioners of Anne Arundel Connty on September 3, 1929 for the sum of $13.42.

Tax Certificate No. 2065: Lots No. 3 and 4, as shewn on the Plat of Arundel Manor, Fifth Election District of Anne Arundel County; and assessed to Augnst Krohn and Mary Krohn, his wife, and sold by the Collector of Taxes to the County Commissioners of Anne Arundel Cnnnty on June 27, 1930 for the sum of $13.05.

The Bill of Complaint states, among other things, that the amnnnts necessary for redemption have not been paid althongh more than a year and a day have elapsed since the date of the Collector's sale.

It is therenpon, this 20th day nf March, 1954, by the Circuit Conrt fnr Anne Arundel County, in Equity, ORDERED, that nntice he given by the insertion nf a cnpy of this Order nf Publicatinn in snme newspaper having a general circnlation in Anne Arnndel County nnce each week fnr fnur snccessive weeks hefnre the 26th day nf May, 1954, next, warning the said Augusta Miller; Angnst Krohn and Mary Krohn, his wife; Cnnstantine A. Goeller and Margaret Gneller, his wife; and Clarence Hellman and Anna Hellman, his wife, and any and all other persnns having nr claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to he and appear in this Cnnrt in persnn or hy solicitor on or hefnre the 26th day of May, 1954, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a final decree will be passed foreclosing all rights of redemption in the properties and vesting in the plaintiffs a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clork.

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

a-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., August 16, 1954

We hereby certify, that the annexed

Order Publication

Eq. 10,959.

George Simpkins Vs.

Augusta Miller

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 26th day of May, 1954. The first insertion being made the 25th day of March, 1954

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tilghman

Filed 17 Aug., 1954

GEORGE A. SIMPKINS and VIRGINIA E. SIMPKINS, his wife	:	IN THE CIRCUIT COURT
vs	:	FOR
AUGUSTA MILLER, et al.	:	ANNE ARUNDEL COUNTY
	:	IN EQUITY
	:	No. 10,959

DECREE PRO CONFESSO

1. It appearing in the proceedings in this cause that the Order of Publications heretofore issued herein has been duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, against the defendants, Augusta Miller, August and Mary Krohn, Clarence and Anna Hellman, and Constantine A. and Margaret Goeller, and all persons claiming to have an interest in the real estate therein described, as assessed to the defendants, Augusta Miller, August and Mary Krohn, Clarence and Anna Hellman, and Constantine A. and Margaret Goeller, by the Treasurer of Anne Arundel County.

2. And it further appearing that the subpoenas issued out of this Court directed to the defendants, Augusta Miller, August and Mary Krohn, Clarence and Anna Hellman, and Constantine A. and Margaret Goeller, have been returned twice "non est" as will appear more fully from the Sheriff's return filed herein.

3. And it further appearing that said defendants, Augusta Miller, August and Mary Krohn, Clarence and Anna Hellman, and Constantine A. and Margaret Goeller, have failed to enter their appearance herein, in person or by a solicitor, have failed to file an Answer to the Bill of Complaint, and the time within which said defendants, Augusta Miller, August and Mary Krohn, Clarence and Anna Hellman, and Constantine A. and Margaret Goeller, could so appear and file an Answer have now expired.

4. It is thereupon this 9th day of September, 1954, by the Circuit Court of Anne Arundel County, in Equity, Ajudged, Ordered, and Decreed that the Bill of Complaint be, and the same

Filed 9 Sept., 1954.

23

is hereby taken Pro Confesso against the defendants, Augusta Miller, August and Mary Krohn, Clarence and Anna Hellman, and Constantine A. and Margaret Goeller, and all persons having or claiming to have any interest in the real estate therein described as the same is assessed to the defendants on the books of the County Treasurer and sold as aforesaid to the plaintiffs.

Benjamin Richardson

Judge

24

LIBER 91 PAGE 549

GEORGE A. SIMPKINS and VIRGINIA E. SIMPKINS, his wife	:	IN THE CIRCUIT COURT
	:	FOR
vs	:	ANNE ARUNDEL COUNTY
AUGUSTA MILLER, et al	:	IN EQUITY
	:	No. 10,959

. . . . . .

FINAL DECREE

The proceedings in this cause having been read and considered, and it appearing to the Court that the defendants, Augusta Miller, August and Mary Krohn, Clarence and Anna Hellman, and Constantine A. and Margaret Goeller, and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to appear and answer the Bill of Complaint by virtue of an Order of Publication directed to all defendants herein, Augusta Miller, August Krohn and Mary Kroh, his wife; Clarence Hellman and Anna Hellman, his wife; and Constantine A. Goeller and Margaret Goeller, his wife; and they having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiff, it is thereupon this 11th day of October, 1954, by the Circuit Court for Anne Arundel County, in Equity.

ADJUDGED, ORDERED and DECREED, that all rights of redemption to the property mentioned herein of the Defendants, Augusta Miller, August and Mary Krohn, Clarence and Anna Hellman, and Constantine A. and Margaret Goeller, and all persons having or claiming to have any interest in the hereinafter described property, be, and they are hereby forever forclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiffs in and to the following described property:

1. Lots No. 1 and 2, Block "H", as shown on the Plat of Arundel Manor, Fourth Election District of Anne Arundel County, assessed to Augusta Miller, and sold under Tax Sale Certificate

25

Filed 11 Oct., 1954.

No. 2068, to the Plaintiff.

2. Lots 3 and 4, Block "H", as shown on the Plat of Arundel Manor, Fourth Election District of Anne Arundel County, assessed to August Krohn and Mary Krohn, his wife, and sold under Tax Sale Certificate No. 2065 to the Plaintiffs.

3. Lots No. 53 and 54, Block "E", as shown on the Plat of Arundel Manor, Fourth Election District of Anne Arundel County, assessed to Clarence Hellman and Anna Hellman, his wife, and sold under Tax Sale Certificate No. 2066 to the Plaintiffs.

4. Lot No. 52, Block "E", as shown on the Plat of Arundel Manor, Fourth Election District of Anne Arundel County, assessed to Constantine A. Goeller and Margaret Goeller, his wife, and sold under Tax Sale Certificate No. 2067 to the Plaintiffs, free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, excepting taxes accruing subsequent to the tax sale mentioned in these proceedings is subject.

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to George A. Simpkins and Virginia E. Simpkins, his wife, Plaintiffs in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further,

ORDERED that the Plaintiffs pay the costs of said suit in their behalf incurred.

Benjamin Michaelson
Judge

26

LIBER 91 PAGE 551

IN THE MATTER OF THE SALE	:	EQUITY NO. 11,260
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
MILDRED S. GREER, WIDOW	:	ANNE ARUNDEL COUNTY

Mr. Clerk:

Please enter my appearance and file the original mortgage and statement of mortgage debt.

George E. Rullman

George E. Rullman, Attorney named in mortgage

Filed 15 Feb, 1955

COUNTY FORM

LIBER 91 PAGE 552

BOOK 631 PAGE 224

No. 11,260

This Mortgage,

Made this fifth day of July, in the year one thousand, nine hundred and fifty-one (1951), Between Mildred S. Greer, widow,

of Washington, District of Columbia, in the State of Maryland, Mortgagor, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagor is being member of said body corporate, have received therefrom an advance in the sum of Three Thousand ($3,000.00) Dollars, being part of the purchase money for the property hereinafter described; and

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

By the payment of Fifty ($50.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of August, 1951, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of eight years from the date hereof, said balance shall then become due and payable.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said Mortgagors

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple.

All those two lots or parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lots Numbers Twenty (20) and Twenty-one (21), as shown on a plat of "Sylvan Shores", which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod W, Plat No. 3 (formerly recorded in Plat Book F.S.R. 2, folio 55).

Being the same property which was conveyed to the said Mortgagor by Carrie Kent, single, by deed dated December 8, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 504, folio 149.

Filed 13 Feb., 1951

2

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

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

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

And the said Mortgagor, for herself, her heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagor, her heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per cent. (6%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much addtional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagor, her 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 Mortgagor, her 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 herchy secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagor, her heirs, personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagor covenant s with the said Mortgagee to pay six per cent. (6%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood hy the Mortgagor herein that this loan is made snbject to all the provisions of the charter, hy-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

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

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

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

WITNESS the hand and seal of the said Mortgagor.

Witness:

Ruby W. Chaney
Ruby W. Chaney

Mildred S. Greer (SEAL)
Mildred S. Greer

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 5th day of July, 19 51, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Mildred S. Greer, widow, - the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing mortgage to be their - - - - - - - act. At the same time also appeared T. Roland Brown, - - - - - , President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

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

Recorded- 6th July, 1951, at 2:45 P.M.

MORTGAGE

FROM

Mildred S. Greer, widow

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record July 6, 1951,
at 2-45 o'clock P.M. Same day recorded
in Liber J.H.H. No. 631 Folio 224,
etc., one of the Land Records of A.A.
County, and examined, per
[illegible], Clerk.
Cost of Record, $ 3.50

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

IN THE MATTER OF THE SALE	:	EQUITY NO. 11,260
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
MILDRED S. GREER, WIDOW	:	ANNE ARUNDEL COUNTY

: : : : :

STATEMENT OF MORTGAGE DEBT

To balance due on principal.....$1,815.51

To interest to March 31, 1955.....9.08

Total Due.....$1,824.59

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

I hereby certify that on this 15th day of February, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the above statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

Barbara Ann Schwartz

Barbara Ann Schwartz, Notary Public

Filed 15 Feb., 1955

6

F. 21738 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND. LIBER 91 PAGE 557 No. 11,260

KNOW ALL MEN BY THESE PRESENTS, THAT we, George E. Rullman of Anne Arundel County, State of 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 Seven Thousand and no/100 ($7,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 28th day of day of February, in the year of our Lord 1955

WHEREAS, the above bounden George E. Rullman by virtue of the power contained in a mortgage from Mildred S. Greer, Widow to First Federal Savings and Loan Ass'n. of Annapolis, Md. bearing date the 5th day of July, 1951 and recorded among the ~~mortgage~~ Land records of Anne Arundel County, Maryland in Liber J.H.H. No. 631 Folio 224 and is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden George E. Rullman, do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

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

Signed, Sealed and Delivered
in the Presence of

Thyrza C. Kirchner

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

By H. Cookman Hindes
H.Cookman Hindes Attorney-in-fact

Rose M. Bausch
Rose M. Bausch

Attorney-in-fact

Approved this 3 Mar., 1955.
John H. Hopkins, 3rd, Clerk.

Filed 3 Mar., 1955.

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

PUBLIC SALE

OF VALUABLE

Residence Property

SITUATE AT SYLVAN SHORES, ANNE ARUNDEL COUNTY, MARYLAND, BEING TWO LOTS IMPROVED BY A FRAME DWELLING WITH MODERN CONVENIENCES. (BUTTERNUT AND RIVA ROADS)

Under and by virtue of the power of sale contained in a mortgage from Mildred S. Greer, Widow, dated July 5, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 631, folio 224, the undersigned attorney named in said mortgage is to make sale of said property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

Tuesday, March 22, 1955

AT 11 O'CLOCK A.M.

the following described property, namely:

All those two lots or parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lots Numbers Twenty (20) and Twenty-one (21), as shown on a plat of "Sylvan Shores", which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod W, Plat No. 3.

Being the same property which was conveyed to Mildred S. Greer by Carrie Kent, Single, by deed dated December 8, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 504, folio 149.

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

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

8 Filed 26 Mar., 1955.

WE, THE UNDERSIGNED, did purchase the property described herein from George E. Rullman, Attorney, at public sale this 22nd day of March, 1955, at and for the figure of seven thousand & no/100 ($7,000.00) DOLLARS and hereby agree to comply with the terms of sale as stated herein.

TEST:

John J. Greer (SEAL)
JOHN J. GREER

Barbara Ann Jones
Barbara Ann Jones

I HEREBY CERTIFY that on this 22nd day of March 1955 I did sell at public auction the property described in this handbill, to and unto John J. Greer, at and for the sum of Seven Thousand Dollars, he then and there being the highest bidder therefor.

George W. Scible (SEAL)
George W. Scible
Auctioneer

Filed 26 Mar 1955

9

LIBER 91 PAGE 560

IN THE MATTER OF THE SALE	:	Equity No. 11260
OF THE	:	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	:	FOR
MILDRED S. GREER, WIDOW	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Mildred S. Greer, Widow, dated July 5, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 631, folio 224, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, March 22, 1955, at eleven o'clock a.m., and then and there sold the said property to John J. Greer at and for the sum of Seven Thousand Dollars ($7,000.00), he then and there being the highest bidder therefor, which property is as follows:

> All those two lots or parcels of land situate in the Second Election District of Anne Arundel County, Maryland, and being known and designated as Lots Numbers Twenty (20) and Twenty-One (21), as shown on a plat of "Sylvan Shores", which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod W, Plat No. 3.
>
> Being the same property which was conveyed to Mildred S. Greer by Carrie Kent, Single, by deed dated December 8, 1948 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 504, folio 149.
>
> Said lots being improved by a frame dwelling with modern conveniences.

Filed 26 Mar. 1955

10

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

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

Respectfully submitted,

George E. Rullman

Attorney named in Mortgage

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

I hereby certify that on this 24th day of March, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

Barbara Ann Schwartz

BARBARA ANN SCHWARTZ Notary Public

//

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MILDRED S. GREER, WIDOW	Equity No. 11260 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDER NISI

ORDERED, this 26th day of March, 1955, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of May, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 9 day of May next.

The report states the amount of sales to be Seven Thousand Dollars ($7,000.00).

John H. Hopkins 3rd. Clerk

Filed 26. Mar. 1955 CLERK

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF MILDRED S. GREER, WIDOW	Equity No. 11260 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

FINAL ORDER

ORDERED by the Court this 10th day of May, 1955, that the sale made and reported by the Attorney aforesaid, be and the same is hereby finally RATIFIED AND CONFIRMED, no cause to the contrary having been shown, although due notice appears to have been given, as required by the Order Nisi passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

Filed 10 May, 1955. JUDGE.

LIBER 91 PAGE 563

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

LEGAL NOTICE

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
Equity No. 11,260

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MILDRED S. GREEN, WIDOW

ORDER NISI

ORDERED, this 26th day of March, 1955, that the sale of the property mentioned in these proceedings, and made and reported by George E. Rullman, Attorney, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 9th day of May, next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County once in each of four successive weeks before the 9th day of May next.

The report states the amount of sales to be Seven Thousand Dollars ($7,000.00).

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-26

No. E. C. .....

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 9, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,260

Mildred S. Green

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 May, 1955. The first insertion being made the 5th day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By G. O. Tilghman

Filed 10 May, 1955.

In the Case of

In the Matter of the Sale
of the
~~Xxx~~
Mortgaged Real Estate
of
Mildred S. Greer, Widow

In the
Circuit Court
For
Anne Arundel County
No. 11,260 Equity

To the Honorable, the Judges of said Court:

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

May 21, 1955

All of which is respectfully submitted.

Laura K. Tucklings
Auditor.

Filed 24 May, 1955.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Mildred S. Greer, Widow

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	241	82	291	82
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	24	39		
Capital-Gazette Press - handbills	11	32		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Co. - bond premium	28	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	85		
One-half State documentary stamps	3	85		
Barbara Ann Schwartz - notary fees	1	00	111	41
To Attorney for Taxes, viz: 1955 State and County taxes ($61.66) - adjusted to 3/22/55	14	38	14	38
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim filed	1,824	59	1,824	59
To Mildred S. Greer, Widow - this balance	4,776	22	4,776	22
			7,060	67

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

1955				
Mar.	22	Proceeds of Sale	7,000 00	
		Interest on deferred payment ($6,500.00) - 56 days	60 67	7,060 67
				7,060 67

16

ORDER NISI LIBER 91 PAGE 567

In the Matter of the Sale
of the
~~XXXXXX~~
Mortgaged Real Estate
of
Mildred S. Greer, Widow

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,260 Equity.

ORDERED, This 24 day of May, 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 27 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 27 day of June next.

Filed 27 May, 1955. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th 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~~ Receiver apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,260 Equity

In the Matter of the Sale of the Mortgaged Real Estate of MILDRED S. GREER, Widow

Ordered, this 24th day of May, 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 27th 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 27th day of June next.

JOHN H. HOPKINS, 3rd, Clerk.

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

ju-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 27, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,260
Auditor Account

Mildred S. Greer

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of June, 1955. The first insertion being made the 25 day of May, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. 8102

18

Filed 28 June, 1955.

IN THE MATTER OF THE SALE OF : EQUITY NO. 11,260
THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT FOR
MILDRED S. GREER, WIDOW : ANNE ARUNDEL COUNTY

::::::

PETITION TO FILE MILITARY AFFIDAVIT
NUNC PRO TUNC

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of George E. Rullman, Attorney named in the above entitled case, respectfully shows unto your Honors:

That he failed to file a Military Affidavit in this proceeding, in accordance with the provision of the Code of Public General Laws of Maryland, files herewith Affidavit which is prayed to be taken as a part hereof.

May it please your Honors to pass an Order in the premises permitting your Petitioner to file the within Military Affidavit in this proceeding and to be taken Nunc Pro Tunc.

AND, AS IN DUTY BOUND,

Frank E. Rullman

George E. Rullman, Petitioner
Attorney named in Mortgage

Filed 30 June, 1955.

ORDER OF COURT

Upon the foregoing Petition, it is thereupon this 5th day of July, 1955, Ordered by the Circuit Court for Anne Arundel County, sitting in Equity, that the Petition of George E. Rullman, Attorney named in the mortgage filed in this proceeding, and he is hereby permitted to file a Military Affidavit in this proceeding and the same is to be taken Nunc Pro Tunc.

Benjamin Michaelson
Judge.

19

Filed 5 July, 1955.

IN THE MATTER OF THE SALE : EQUITY NO. 11,260

OF THE MORTGAGED REAL ESTATE : IN THE CIRCUIT COURT FOR

OF MILDRED S. GREER, WIDOW : ANNE ARUNDEL COUNTY

:::::

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress October 1940 and Soldiers and Sailors Civil Relief Act Art. 87A., Bagby's Annotated Code of Maryland, 1939, Ed.

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

George E. Rullman, being first duly sworn, on oath deposes and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress October, 1940 and Soldiers and Sailors Civil Relief Act, Art. 87A Bagby's Ann. Code of Md., Ed., that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are not in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendant is not in the military service of the United States, that is to say, said defendant is not a member of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and is not an officer of the Public Health Service detailed by proper authority for duty either with the Army or Navy, and said defendant is not on active duty with any of the branches aforesaid, nor is said defendant under training or education under the supervision of the United States preliminary to induction into the military service, but is employed as a civilian and not subject to aforesaid.

George E. Rullman

Attorney and Agent - Affiant

SUBSCRIBED and sworn to before me this 30th day of June, 1955.

Barbara Ann Jones

Barbara Ann Jones, Notary Public

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

Filed 5 July, 1955, Nunc Pro Tunc.

LIBER 91 PAGE 570

Ex Parte:	:	No. 11,240 Equity
	:	In the Circuit Court
In the Matter of Brice John	:	for
Worthington, Sr., Incompetent	:	Anne Arundel County
	:	

PETITION FOR APPOINTMENT OF COMMITTEE

To the Honorable, the Judges of said Court:

The petition of George F. Worthington, next friend and son of Brice John Worthington, Sr., by William W. Townshend, Jr., his Solicitor, respectfully represents unto your Honor:

1. That your Petitioner is the son of the said Brice John Worthington, Sr., and resides in Annapolis, Maryland; that the said Brice John Worthington, Sr., is now and since October 14, 1954 has been a patient at Spring Grove State Hospital, Baltimore, Maryland.

2. That the said Brice John Worthington, Sr., is thereby now incapable of managing his own person and property, and the Petitioner files herewith and prays that the same be taken as a part thereof, the certificates of two medical doctors who have practiced medicine in the State of Maryland for more than the past five years, certifying to the mental illness and incompetency of the said Brice John Worthington, Sr., and stating the cause, nature, extent and probable duration of his incompetency; and that both of said medical doctors have attended and examined the said Brice John Worthington, Sr., within ten days immediately preceding the filing of this petition.

Filed 20 Jan., 1955.

3. That because of the mental incompetency of the said Brice John Worthington, Sr., your Petitioner verily believes and therefore avers that it is now necessary for this Honorable Court to appoint a Committee to take charge of and manage the person and estate of the said Brice John Worthington, Sr., he now being incompetent to manage his own affairs and property as aforesaid.

4. That Brice John Worthington, Sr., acquired certain real estate located in Anne Arundel County, Maryland, containing 16.38 acres, more or less, and 7/10 of an acre, more or less, from Matilda Worthington, et al, by deed dated February 17, 1912 and recorded among the Land Records of Anne Arundel County in Liber G.W. 90, Folio 394, a certified copy of which deed is filed herewith and marked Petitioner's Exhibit C.

5. That subsequent to the aforementioned conveyance, the said Brice John Worthington, Sr., conveyed all of his right, title and interest in the aforesaid real estate unto his wife, Rachel M. Worthington, as will more fully appear by reference to said deed recorded among said Land Records in Liber G.W. 135, Folio 410.

6. That the said Brice John Worthington, Sr., is married to Rachel M. Worthington, who is still living and is seized and possessed of the aforesaid real estate, excepting the inchoate right of dower that exists in her husband.

7. That the said Brice John Worthington, Sr., has no personal estate and no real estate other than his inchoate right of dower in the following property:

(a) All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, containing 7/10 of an acre, more or less, as more particularly described by metes and bounds in deed recorded among said Land Records in Liber G.W.135, Folio 410.

2

All that tract or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, as recorded among the Land Records of Anne Arundel County in Liber G.W. 135, Folio 410, containing 16.38 acres, more or less.

A certified copy of said deed is attached hereto marked Petitioner's Exhibit B.

5. That your Petitioner would like William W. Townshend, Jr., Attorney, to be appointed as the said Committee for the said Brice John Worthington, Sr.

WHEREFORE, your Petitioner prays the Court to appoint a Committee to take charge of and manage the person and estate of the said Brice John Worthington, Sr., with full power and authority to act in the premises subject to the orders of this Court.

AND, AS IN DUTY BOUND, ETC.

George F. Worthington.
George F. Worthington
Petitioner

William W. Townshend, Jr.
William W. Townshend, Jr.,
Solicitor for Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 19th day of January, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George F. Worthington, the above named Petitioner, who made oath in due form of law that the matters and facts set forth in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice C. Hudak
ALICE C. HUDAK, Notary Public

3

Petitioner's Exhibit A

LIBER 91 PAGE 573

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 13th day of January, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared John P. Risley, M.D. who made oath in due form of law that he is and has been for the past 6½ years an ~~attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland~~ a neuropsychiatrist in the United States; that Brice John Worthington, Sr. was admitted as a patient in the Spring Grove State Hospital on the 14th day of October, 19 54, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Brice John Worthington, Sr. from time to time, his last examination being on January 13, 1955, that from the opportunity afforded him of observing the said Brice John Worthington, Sr., he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Chronic brain syndrome with cerebral arteriosclerosis with psychosis; that the nature of such mental disability is disorientation for time and place, poor memory, confabulation, feebleness;

;

that the extent and probable duration of the incompetency of the said Brice John Worthington, Sr. is total and permanent.

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

John P. Risley M.D.
John P. Risley, M.D. AFFIANT

Sworn to before me this 13th day of January, 19 55.

Vincent F. Ferri
NOTARY PUBLIC

Vincent F. Ferri
My commission expires: May 2, 1955

FM 82

Filed 20 Jan., 1955. Petitioner's Exhibit A.

4

LIBER 91 PAGE 574

Physician's Certificate of Mental Incompetence

STATE OF MARYLAND, County of Baltimore, to wit:

I HEREBY CERTIFY that on this 13th day of January, 19 55, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared Isadore Tuerk, M.D. who made oath in due form of law that he is and has been for the past 15 years an attending neuropsychiatrist at the Spring Grove State Hospital, Catonsville, Maryland; that Brice John Worthington, Sr. was admitted as a patient in the Spring Grove State Hospital on the 14th day of October, 19 54, and has been ever since and is now a patient therein; that in the course of his duties he has attended the said Brice John Worthington, Sr. from time to time, his last examination being on January 13, 1955, that from the opportunity afforded him of observing the said Brice John Worthington, Sr., he is convinced that he is now and has been for some time past suffering a mental disability, and by reason of said mental disability is incompetent to take charge of and manage his property or to execute a valid deed of contract; that the cause of such mental disability is Chronic brain syndrome with cerebral arteriosclerosis with psychosis; that the nature of such mental disability is disorientation for time and place, poor memory, confabulation, feebleness;

;

that the extent and probable duration of the incompetency of the said Brice John Worthington, Sr. is total and permanent .

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

VINCENT F. FERRI NOTARY PUBLIC BALTIMORE CO.

Isadore Tuerk
AFFIANT
Isadore Tuerk, M.D.

Sworn to before me this 13th day of January, 19 55.

Vincent F. Ferri
NOTARY PUBLIC
Vincent F. Ferri
My commission expires: May 2, 1955

FM 82

Petitioner's Exhibit a.

(.50 Revenue Stamp)

This Deed, Made this 7th day of January, in the year Nineteen Hundred and Eighteen, by and between Brice J. Worthington, party of the first part, and Rachel M. Worthington, party of the second part, both of Anne Arundel County, and State of Maryland, Witnesseth: That for and in consideration of the love and affection which the party of the first part bears, unto the party of the second part, and the further consideration of the sum of one dollar, the receipt of which is hereby acknowledged, the said party of the first part does bargain and sell, and by these presents does grant and convey unto the said Rachel M. Worthington, her heirs and assigns forever in fee simple,

All of those two lots or parcels of ground lying, being and situate in the Second Election District of Anne Arundel County, and more particularly described as follows: -

Beginning for the first thereof at the end of the Eleventh line of Lot #1 and running from thence North 47 degrees 15 minutes East 190 feet; thence South 75 degrees East 70 feet; thence South 27 degrees 10 minutes East 179.4 feet; thence South 20 degrees 45 minutes East 50 feet; thence with the eleventh line of lot #1 North 70 degrees 45 minutes West 330 feet to the beginning.
Containing 7/10 of an acre of land, more or less.

And Beginning for the second thereof at a post at the end of the 33rd line of the land conveyed to the Annapolis Water Company by Matilda P. Worthington et al, and running from thence North 47 degrees 15 minutes East 165 feet; thence North 40 degrees 15 minutes East 363 feet; thence North 60 degrees 15 minutes East 825 feet; thence North 64 degrees 15 minutes East 240 feet to the right of way of the W. B. and A. Railroad; thence on said Railroad South 64 degrees East 243 feet to the East side of the County Road; thence on said road South 37 degrees West 1300 feet; thence leaving said road and running with the Water Company's lines North 54 degrees 18 minutes West 306 feet; thence North 86

Petitioner's Exhibit B.
Filed 20 Jan., 1955.

degrees West 422.6 feet to the place of beginning. Containing 16.38 acres of land, more or less. Being the identical property which was conveyed unto the said Brice J. Worthington by deed from Matilda P. Worthington, et al. dated the 17th day of February, 1912, and recorded in Liber G. W. No. 90, at folio 394, along the Land Records of Anne Arundel County aforesaid.

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

To Have And To Hold the said parcels of ground above described unto and to the proper use of the said Rachel M. Worthington, her heirs and assigns, forever in fee simple.

And the said party of the first part covenants that he will warrant specially the property hereby granted; and that he will execute such further assurances of the same as may be requisite.

Witness the hand and seal of the said grantor.

Attest:

Elinore G. Girault Brice J. Worthington (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 7th day of January in the year nineteen hundred and eighteen, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Brice J. Worthington, and acknowledged the foregoing deed to be his act and deed.

Witness my hand and seal Notarial.

(NOTARY SEAL) Elinore G. Girault
Notary Public

Recorded Jany. 7th, 1918.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G. W. 135 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 18th day of January A. D., 1955.

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

7

This Deed, made this 17th day of February, in the year one thousand nine hundred and twelve, by and between Matilda P. Worthington, Harriet H. Worthington, Caroline G. Worthington, of Baltimore City, State of Maryland, and Charles H. Worthington and Margaret Worthington, his Wife, of Anne Arundel County, State aforesaid, parties of the first part, and Brice J. Worthington of Anne Arundel County, State aforesaid, party of the second part.- Witnesseth, that for and in consideration of the sum of five dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey unto the said Brice J. Worthington, his heirs and assigns, in fee simple, all those two lots or parcels of ground, situate and lying in Anne Arundel County aforesaid, and described as follows, that is to say;-

Beginning for the first thereof at the end of the Eleventh line of Lot # 1 and running from thence North 47 degrees 15 minutes East 190 feet, thence South 75 degrees East 70 feet; thence South 27 degrees 10 minutes East 179.4- feet; thence South 20 degrees 45 minutes East 50 feet;- thence with the eleventh line of lot # 1-North 70 degrees 45 minutes West 330 feet to the beginning. Containing 7/10 of an acre of land more or less.-

And Beginning for the second thereof at a post at the end of the 33rd. line of the land conveyed to the Annapolis Water Company by Matilda P. Worthington et al, and running from thence North 47 degrees 15 minutes East 165 feet; thence North 40 degrees 15 minutes East 363 feet; thence North 60 degrees 15 minutes East 825 feet; thence North 64 degrees 15 minutes East 240 feet to the right of Way of the W. B. and A. Railroad; thence on said Railroad South 64 degrees East 243 feet to the east side of the County Road; thence onsaid road South 37 degrees West 1300 feet; thence leaving said road and running with the Water Company's lines North 54 degrees 18 minutes West 306 feet; thence North 86

Petitioner's Exhibit C.
Filed 25 Jan., 1955.

degrees West 422.6 feet to the place of beginning.- Containing 16.38 acres of land more or less.-

Together with the buildings and improvements thereupon, and the rights, alleyss, ways, waters,privileges and appurtenances thereto belonging or in anywise appertaining. -

To Have and To Hold the said parcels of ground above described, unto and to the proper use of the said Brice J. Worthington, his heirs, and assigns, forever, in fee simple.-

And the said parties of the first part covenant that they have done no act to encumber the property hereby conveyed; that they willwarrant specially the property hereby granted; and that they will execute such further assurances of the same as may be requisite.-

Witness the hands and seals of said grantors.-

Test; Matilda P. Worthington- (Seal) -

Aaron J. Simon Harriet H. Worthington (Seal)

Test, As to Caroline G. Worthington-

Caroline G. Worthington (Seal)-

Aaron J. Simon-

Chas. H. Worthington (Seal)

Elizabeth E. Mumford;-

Margaret Worthington- (Seal)

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

I hereby certify that on this 17th day of February, in the year one thousand nine hundred and twelve, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid- personally appeared Matilda P-Worthington, Harriet H. Worthington, and Caroline G. Worthington- grantors named in the foregoing Deed and each acknowledged the foregoing deed, to be their respective act and deed.--

Witness my hand and official seal.-

(Notary's Seal) Aaron J. Simon, Notary Public-

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

I hereby certify that on this 2nd day of March, in the year one thousand nine hundred and twelve, before me the subscriber, a Notary Public of the State of Maryland, in and for the County

aforesaid, personally appeared Charles H. Worthington and Margaret Worthington, his Wife, grantors named in the foregoing deed, and each acknowledged the foregoing deed to be their act.-
Witness my hand and official seal.-

(Notary's Seal)

Elizabeth E. Mumford, Notary Public-

Recorded 2nd March 1912-

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G. W. 90 Folio 394, 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 25th day of January, A. D., 1955.

John H. Hopkins, 3rd. Clerk.

John H. Hopkins, 3rd., Clerk.

10

LIBER 91 PAGE 580

Ex Parte: : No. 11,240 Equity

In the Matter of Brice John Worthington, Sr.,: In the Circuit Court for

Incompetent : Anne Arundel County

ORDER

ORDERED, this 25th day of January, 1955, by the Circuit Court for Anne Arundel County, in Equity, upon the foregoing Petition and Affidavit, that Brice John Worthington, Sr., the alleged incompetent, be summoned within ten days from the date of this Order, and that within said time a copy of the summons, Petition and this Order shall be left with the Superintendent of Spring Grove State Hospital, Isadore Tuerk, M.D.

IT IS FURTHER ORDERED that the Petition be and it is hereby set for hearing on the 19th day of February, 1955, at 10 o'clock A. M., and the said Brice John Worthington, Sr., alleged incompetent, be and he is hereby allowed to file an appearance and answer at any time before or after Decree.

Benjamin Michaelson
Judge

Filed 25 Jan., 1955.

11

LIBER 91 PAGE 581

Ex Parte:	: No. 11,240	Equity
In the Matter of Brice John	: In the Circuit Court	
Worthington, Sr., Incompetent	: for	
	: Anne Arundel County	

DECREE

The above entitled matter having been submitted, the Petition and Affidavits having been read and considered by the Court, and it appearing that summons has been served in accordance with the Court's Order of January 25, 1954;

It is thereupon, this 21st day of February, 1955, ADJUDGED, ORDERED AND DECREED that the said Brice John Worthington, Sr., is not competent to manage his person and estate; and it is further ORDERED that William W. Townshend, Jr., Attorney, be and he is hereby appointed Committee of the person and Estate of the said Brice John Worthington, Sr., with full power and authority to take charge of and manage the property of the said Brice John Worthington and to assume control of the person of the said Brice John Worthington, Sr., under the direction of this Court; but before the said William W. Townshend, Jr., Attorney, shall proceed to act as such Committee, he shall give bond to the State of Maryland in the penal sum of $1,000.00 with surety to be approved by this Court or the Clerk thereof, for the faithful discharge of his duties as such Committee.

Benjamin Michaelson
Judge

12

Filed 21 Feb., 1955.

LIBER 91 PAGE 582

No. 11,240 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, William W. Townshend, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, or its certain attorneys, in the full and just sum of ONE THOUSAND DOLLARS ($1,000.00), to the payment whereof well and truly to be made and done we and each of us bind ourselves, jointly and severally, and our respective heirs, executors, administrators and assigns, firmly by these presents.

WHEREAS by an Order of the Circuit Court for Anne Arundel County, in Equity, dated February 21st, 1955, in a cause therein pending entitled, "Ex Parte in the Matter of Brice John Worthington, Sr., Incompetent", No. 11,240 Equity, the above bounden William W. Townshend, Jr. was appointed Committee of the person and estate of the said Incompetent upon his filing a bond in the penal sum of One Thousand Dollars conditioned upon the faithful performance of the trust imposed upon him and the approval by the Court of said bond.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the said William W. Townshend, Jr. shall faithfully perform the trust imposed upon him by said Order and shall obey such further orders as the Court may make in relation to said trust, then this obligation shall be void; otherwise to remain in full force and virtue in law.

WITNESS our hands and seals this 21st day of February, 1955.

WITNESS:

Alice Gary
as to both

William W. Townshend (SEAL)
William W. Townshend, Jr., Principal

GLOBE INDEMNITY COMPANY, a body corporate

By Margaret B. Hendrix
Margaret B. Hendrix, Attorney-in-fact
SURETY

Approved this 21 Feb., 1955.
John H. Hopkins, 3rd, Clerk

13

Filed 21 Feb., 1955.

Ex Parte:	:	No. 11,240 Equity
In the Matter of Brice John	:	In the Circuit Court for
Worthington, Sr., Incompetent	:	Anne Arundel County

PETITION FOR SALE OF REAL ESTATE OF INCOMPETENT

The Petition of William W. Townshend, Jr., Attorney, Committee of Brice John Worthington, Sr., Incompetent, respectfully shows:

1. That by a decree of this Honorable Court dated February, 21st, 1955, said Brice John Worthington, Sr., was declared to be an incompetent.

2. That your Petitioner, by the said decree, was appointed as Committee for said Brice John Worthington, Sr., Incompetent, to take charge of any or all real estate belonging to said Brice John Worthington, Sr.

3. That said Brice John Worthington, Sr., has a dower interest in the property heretofore mentioned in these proceedings, to wit: A tract of land containing 7/10 of an acre, more or less, and a tract of land containing 16.38 acres, more or less, situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland.

4. That the other interest of said property is now vested in Rachel M. Worthington by the aforementioned deeds for said property.

5. That the said Rachel M. Worthington has contracted to sell the real estate, and your Petitioner verily believes that it would be to the best interest, welfare and advantage of the said incompetent that his interests be sold and the proceeds thereof be used for his support and expenses.

6. That your Petitioner files herewith a contract of sale by and between R. Magdalen Worthington and Harrell W. Hall and L. Viola Hall, his wife, for the price of Five Thousand Five Hundred Dollars ($5,500.00); that the incompetent will be 91 years of age on April 29, 1955, and under Equity Rule No. 17 of the Circuit Court for Anne Arundel County, the incompetent would be entitled to 1/10 of the net proceeds, being approximately $550.00.

WHEREFORE, your Petitioner prays this Honorable Court:

Filed 23 Feb 1955.

14

(a) That a Decree be passed authorizing said Committee to sell the dower interest in said realty of Brice John Worthington, Sr., Incompetent, at and for the appraised value of said interest in the amount of $550.00 to Harrell W. Hall and L. Viola Hall, his wife.

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

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

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

AND, AS IN DUTY BOUND,

William W. Townshend, Jr., Attorney, Committee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of February, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney, Committee named in the above petition, and made oath in due form of law that the matters and things stated in the foregoing Petition are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice C. Hudak, Notary Public

15

LIBER 91 PAGE 585

CONTRACT OF SALE

For use only by Members of the Anne Arundel County Real Estate Board, Inc.

THIS AGREEMENT, made this 21st day of February, 1955, by and between R. Magdalen Worthington

of the first part, hereinafter called SELLER, and Harrell W. Hall and L. V. Hall, his wife

of the second part, hereinafter called BUYER

Witnesseth: that the said Seller hereby bargain and sell unto the said Buyer, and the Buyer do hereby purchase from the Seller — subject to any covenants and restrictions of record, easements and public utilities agreements of record (if any) and to possessory rights of tenant thereof (if any), the following described property situate and lying in Anne Arundel County, State of Maryland: -

15 Acres of land, more or less, situate in the Second District of Anne Arundel County, Maryland, at Arth Station on the General's Highway, together with improvements thereon.

At and for the price of -- Fifty five hundred and no/100 ---------- Dollars,
of which -- Two hundred and no/100 ---------- Dollars
have been paid prior to the signing hereof, and the balance of said purchase money is to be paid as follows:

Cash within 60 days from this date, or as soon thereafter as it can be cleared through the Court.

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

Rent, ground rent, insurance, taxes, water rent and all other public dues and charges shall be adjusted as of date of settlement. Cost of Federal and State deed stamps is to be equally divided between the Buyer and Seller.

Time is of the essence of this Agreement, and if the terms hereof are not complied with by the Buyer, the above deposit shall be forfeited.

The Seller agrees to pay to T. CARROLL WORTHINGTON, Realtor, the Broker's Commission in accordance with the Rules of the Anne Arundel County Real Estate Board, Inc., said commission being due and payable upon the signing of this contract; and it is agreed that the entire deposit herein above referred to shall be held by the Broker until settlement is made.

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.

WITNESS the hands and seals of the parties hereto,

T. Carroll Worthington

R. Magdalen Worthington (SEAL)
Brice John Worthington Jr.
Per Robert Trumbauer, Counsel (SEAL)
Harrell W. Hall (SEAL)
L. Viola Hall (SEAL)

16 EXHIBIT Filed 23 Feb. 1955.

EX PARTE:	:	IN
IN THE MATTER OF BRICE JCHN WORTHINGTON, SR.,	:	THE CIRCUIT CCURT
	:	FCR
	:	ANNE ARUNDEL CCUNTY
Incompetent	:	NC.11,240 EQUITY

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

TESTIMONY ON BEHALF OF PETITIONER

February 25, 1955

Present:

Mr. William W. Townshend, Jr., Solicitor for Petitioner

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Fred E. Voges, pages 2,3

T. Carroll Worthington, pages 3,4,5

Filed 26 Feb, 1955

17

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

(Mr. Townshend)

1. State your name and address.

A. Fred E. Voges, 3 Church Circle, Annapolis, Maryland.

2. What is your business?

A. Real estate broker and appraiser.

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

A. Over 21 years.

4. Have you had occasion to do appraisal work for the Circuit Court for Anne Arundel County?

A. I have.

5. Are you familiar with property values in Anne Arundel County?

A. I am.

6. And I assume you are familiar with real estate values in the Second Election District of Anne Arundel County?

A. Yes.

7. Are you familiar with the property of R. Magdalen Worthington?

A. Yes.

8. Have you had occasion to visit this property recently?

A. Yes, during the past week.

9. Did you make an appraisal of the property at that time?

A. I did.

10. Will you describe, briefly, the property and improvements, if any?

A. The property consist of 15 acres of land more or less, situated at Arth Station in the Second Election District, Anne Arundel County, Maryland. It is bound on one side by the B & A right of way, and the other side by Honeysuckle Lane. A small area around the house has been cleared and is now, somewhat, overgrown; and the balance of 15 acres is all in small trees and underbrush. The site is extremely hilly and would totally be unsuited for agriculture purposes. The improvements consist of a 7 room, frame house, about

18

60 years old, with no conveniences except electricity. The house has no basement and is situated on piers. The dwelling was very badly damaged during the last hurricane and, at the time I saw the property, it had not been repaired.

11. What is your appraisal of the land and improvements?

A. The fair market value of the land would be $3,000.00 and the dwelling $2,500.00.

12. Do you feel that this property is susceptible to partition?

A. No.

13. Why?

A. Well, due to its location and contour it's definitely a piece of property suited for one purpose only, and that is house site. It is a very hilly site and I don't know how it would be utilized to any other advantage. The real estate is titled in the name of Mrs. Worthington and Mr. Worthington has only a dower interest in the property.

14. Do you feel it would be to the best interest of the incompetent in these proceedings to have the property sold and the proceeds from his interest be used for his support and maintenance?

A. Yes.

(Mr. Klawans)

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

Fred E. Voges
Fred E. Voges

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

(Mr. Townshend)

1. State your name and address.

A. T. Carroll Worthington, Townsworth Building, Annapolis, Md.

2. What is your business?

A. Realtor.

3. And you have been doing appraisal work in Anne Arundel County for many years?

A. I have.

4. Have you done official appraisal work for this Court?

A. I have.

5. What relation are you to Mrs. R. Magdalen Worthington?

A. Nephew.

6. Have you had occasion to visit the property in these proceedings recently?

A. Yes, within the last week.

7. Did you go there at that time for the purpose of making an appraisal of the property?

A. I did.

8. Would you describe the condition of the property and its general location?

A. The property is located at Arth Station on General's Highway, Second Election District, Anne Arundel County, Maryland. This property consists of 15 acres of land more or less, with only the home site cleared, the balance in small trees and underbrush. It is bound on one side by the B & A right of way, and on the other side by Honeysuckle Lane. It is an extremely hilly site and would be unsuitable for agricultural purposes. The property is improved by a 7 room, frame dwelling about 60 years old, with no conveniences except electricity, no basement. The dwelling was damaged during the last hurricane and has not been repaired.

9. What, in your opinion, is a fair appraisal of the land and improvements?

A. The fair market value, in my opinion, for the land at this time is $3,000.00, and $2,500.00 for the dwelling.

10. Do you feel that this property is susceptible to partition?

A. It's not, it's, in my opinion, a one home site.

11. Do you feel that it's to the best interest to the in-

competent in these proceedings to have the property sold and the proceeds from his interest be used for his support and maintenance?

A. I do.

12. The appraisal that you have made here would that be comparable to other real estate in that location?

A. It is.

(Mr. Klawans)

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

T. Carroll Worthington

(APPRAISAL OF REAL ESTATE FILED HEREWITH MARKED EXAMINER'S EX. 1)

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

Witness my hand and seal this 26th day of February, 1955.

Examiner (SEAL)

E.K. $10.00

I.H. $5.00 Rd 2/25/55 9. H

22

LIBER 91 PAGE 591

TOWNS-WORTH BUILDING
SOUTH STREET
COlonial 3-2525

T. CARROLL WORTHINGTON

REALTOR
ANNAPOLIS, MARYLAND

February 24th, 1955.

TO WHOM IT MAY CONCERN:

This is to certify that we have examined the property known a's the Worthington Tract, and owned by R. Magdalen Worthington, on The General's Highway, Second District Anne Arundel County, Maryland. This property consists of 15 acres of land more or less, with only the home site cleared, balance in small trees and underbrush. It is improved by a 7 room, frame, dwelling about 60 years old, with no conveniences except electricity. The dwelling was damaged during the last hurricane and was not repaired.

It is our opinion that the fair market value of this property at this time is: Land - $3000.00 Dwelling $2500. making a total value of $5500.00.

Respectfully submitted

T. Carroll Worthington, Realtor,

Fred E. Voges, Realtor.

11,240 Eq. In Re Bruce John Worthington

EXAMINER'S EXH. 1
E/Clawens
Examiner
Filed 26 Feb., 1955.

23

Ex Parte:	:	No. 11,240 Equity
In the Matter of Brice John	:	In the Circuit Court for
Worthington, Sr., Incompetent	:	Anne Arundel County

DECREE AUTHORIZING THE SALE OF INTEREST OF BRICE JOHN WORTHINGTON, SR., INCOMPETENT, IN AND TO REAL ESTATE

This cause, standing ready for hearing and the said Brice John Worthington, Sr., having been heretofore declared an Incompetent, and the said William W. Townshend, Jr., Attorney, having been decreed to act as Committee for said Brice John Worthington, Sr., Incompetent, to take charge of the dower interest of said Brice John Worthington, Sr., in the real property described in the Petition heretofore filed in these proceedings, it is ADJUDGED, ORDERED and DECREED this 9th day of ~~February~~ March, 1955, by the Circuit Court for Anne Arundel County sitting in Equity that William W. Townshend, Jr., Attorney, Committee, be and is hereby authorized to sell the dower interest of said Brice John Worthington, Sr., Incompetent, in the land mentioned and described in the Petition and Contract of Sale, and that the Contract of Sale dated the 21st day of February, 1955, by and between R. Magdalen Worthington and William W. Townshend, Jr., Attorney, Committee, and Harrell W. Hall and L. Viola Hall, his wife, be and the same is hereby ratified and confirmed and approved and that the said William W. Townshend, Jr., Attorney, upon receiving the Incompetent's portion of the purchase price in the sum of $550.00, shall convey to the said Harrell W. Hall and L. Viola Hall, his wife, all the right, title, interest and estate of Brice John Worthington, Sr., Incompetent, in the aforesaid property and land in accordance with the terms and conditions of said Contract of Sale, and after receiving the same, said Committee shall bring into this Court the money arising from said sale to be administered under direction of this Court; and it is further ADJUDGED, ORDERED AND DECREED that the bond filed in these proceedings by said William W. Townshend, Jr., Attorney, Committee, shall be maintained and effective for the purpose of this Decree.

Benjamin Michaelson
Judge

Filed 9 Mar. 1955.

24

Ex Parte: : No. 11,240 Equity

In the Matter of Brice John : In the Circuit Court for

Worthington, Sr., Incompetent : Anne Arundel County

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of William W. Townshend, Jr., Attorney, Committee under a decree passed in these proceedings, dated March 9th 1955, to make sale of the dower interest of Brice John Worthington, Sr., Incompetent, in the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance and discharge of said trust created, as required by said decree, he did sell to Harrell W. Hall and L. Viola Hall, his wife, the property mentioned in these proceedings at private sale for $550.00, being the current market appraised value and the fair value of the dower interest of said Brice John Worthington, Sr., Incompetent, in said property.

That the purchasers had paid the full purchase price of ~~$ 500.00~~ $550.00 to William W. Townshend, Jr., Attorney, Committee, and the Committee avers that the price obtained for the property is a fair and reasonable one and recommends ratification thereof.

Respectfully submitted,

William W. Townshend, Jr., Attorney
Committee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of March, 1955 before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney, Committee named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice C. Hudak, Notary Public

Filed 10 Mar. 1955.

25

LIBER 91 PAGE 594

ORDER NISI

Ex Parte:

In the Matter of Brice John

~~xxexsxx~~

Worthington, Sr., Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,240 Equity

Ordered, this 10th day of March, 19 55, That the sale of the Real Estate in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney Comittee. ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

The report states that the amount of sales to be $ 550.00

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 10 Mar. 1955

Ex Parte:

In the Matter of Brice John

~~xxexsxx~~

Worthington, Sr., Incompetent

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 13th day of April, 1955, that the sale made and reported by the ~~Trustee~~ Attorney Comittee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney Comittee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

26

LIBER 91 PAGE 595 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 13, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,240

Brice John Worthington, Sr.

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 12th day of April, 1955. The first insertion being made the 11th day of March, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Filed 13 apr. 1955.

No. E. C. 5089

27

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,240 Equity

Ex Parte; In The Matter Of BRICE JOHN WORTHINGTON, SR., Incompetent.

Ordered, this 10th day of March, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney Committee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 12th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 12th day of April next.

The report states that the amount of sales to be $550.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

s-1

In the Case of

Ex Parte,
In the Matter of
Brice John Worthington, Sr.,
~~Vs~~ Incompetent

In the

Circuit Court

For

Anne Arundel County

No. 11,240 Equity

To the Honorable, the Judges of said Court:

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

May 2, 1955

All of which is respectfully submitted.

Laura R. Jicksling
Auditor.

Filed 19 May, 1955.

28

Dr. Ex Parte, In the Matter of Brice John Worthington, Sr., Incompetent

in ac.

To Trustee for Fee in lieu of Commissions (Order 4/14/55), viz:	100	00	100	00
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	37	50		
Gilbert G. Miller - Sheriff's fee	1	90		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	5	00		
Auditor - stating this account	9	00	73	40
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
Dr. Isadore Tuerk - certification	10	00		
Dr. John P. Risley - certification	10	00		
Vincent F. Ferri - notary fees	1	00		
Clerk of Court - certified copy of deed	2	75		
One-half Federal and State documentary stamps	1	10		
Alice C. Hudak - notary fees	1	50	50	35
BALANCE IN HANDS OF COMMITTEE SUBJECT TO FURTHER ORDER OF COURT	326	25	326	25
			550	00

with William W. Townshend, Jr., Committee Cr.

1955							
Mar.	9	Proceeds of Sale (Contract of Sale dated 2/21/55) . $5,500.00					
		Allowance to Brice John Worthington, Sr., in lieu of right of dower (Rule 17, Circuit Court for Anne Arundel County)			550	00	550 00
							550 00

LIBER 91 PAGE 599

ORDER NISI

Ex Parte,

In the Matter of

~~VERSUS~~

Brice John Worthington, Sr.
Incompetent

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,240 Equity.

ORDERED, This 19 day of May, 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 24 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 24 day of June next.

Filed 19 May, 1955. John H. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 29th 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.

Filed 29 June, 1955.

LIBER 91 PAGE 600 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 17, 1955

We hereby certify, that the annexed

Order Nisi

Auditor account

Eq 11,240.

Brice John Worthington Sr.

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 24th day of June, 1955. The first insertion being made the 21st day of May, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

Filed 27 June, 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,240 Equity
EX PARTE, IN THE MATTER OF BRICE JOHN WORTHINGTON, SR., Incompetent

ORDERED, this 19th day of May, 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 24th 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 24th day of June next.

JOHN R. HOPKINS, 3rd, Clerk.

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

Ju-4

No. E.C. 8077

32