IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

EQUITY NO. 11,426

WILFRID REILLY
and
GERALDINE REILLY, His Wife,
Fernglen Road, Fernglen Manor,
Glen Burnie Postoffice, Maryland,

and

MUNSEY B. BROOKS,
Old Annapolis Road & Wilson Boulevard,
Glendale, Glen Burnie Postoffice, Md.,

PLAINTIFFS

Vs.

J. A. Bopp and May Bopp, his wife,
508 South Tolna Street,
Baltimore - 24 - Maryland,

and

DONALD S. ROBERTS and MAMIE ROBERTS, His Wife,
Glen Burnie, Maryland,

And all persons having or claiming to have an interest in property known as

Lots 7 and 8, Block N GLENDALE TERRACE, Also known as Glen Oak Heights

36, 37, 38, 39 and 40, Block G. GLENDALE TERRACE, also known as Glen Oak Heights, 5th Election District Anne Arundel County, Maryland.

BILL OF COMPLAINT

To The Honorable, The Judges of Said Court:

1. By deed, dated November 1st, 1945, the County Commissioners of Anne Arundel County together with Thomas W. Davis, Treasurer, conveyed to Munsey B. Brooks and Marie A. Brooks, his wife, among others Lots 7 and 8 --, Block N and Lots 36 to 40 inclusive, Block G. GLENDALE TERRACE, also known as Glen Oak Heights, 5th Election District of Anne Arundel County, Maryland, as shown on plat recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod I, Plat 9, now Plat Book No. 3, Plat 25, which said deed is recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 344, folio 49, a certified copy of which is filed herewith, marked "PLAINTIFFS' EXHIBIT No.1" and prayed to be taken as a part hereof.

2. By deed, dated July 6, 1955, and recorded prior hereto, the said Marie A. Brooks conveyed Lots 7 and 8, Block N Glendale Terrace to Wilfird Reilly and Geraldine Reilly, his wife, a photostatic copy of said deed is filed herewith, marked "PLAINTIFFS' EXHIBIT No. 2" and prayed to be taken as a part hereof.

Filed 19 July, 1955.

3. The County Commissioners of Anne Arundel County acquired their together with others interest in and to the property in said deed by purchase/at public sales as follows:

Tax Sale No. 5029, Tax Sale Docket J.H.H. No. 5, Folio 15; Tax Sale Record J.H.H. No. 29, Folio 429, as to Lots 36, 37, 38, 39 and 40, Block G GLENDALE TERRACE, also known as Glen Oak Heights, formerly assessed to Donald R. Roberts and Mamie Roberts, his wife, and sold to the County Commissioners of Anne Arundel County on October 9, 1939.

Tax Sale No. 4051, Tax Sale Docket F.A.M. No. 4, Folio 29; Tax Sale Record F.A.M. No. 22, Folio 497, and sold as to Lots 7 and 8, Block N GLENDALE TERRACE, also known as Glen Oak Heights, to County Commissioners of Anne Arundel County on October 16, 1935, formerly assessed to J. A. Bopp and May Bopp, his wife.

4. On June 28, 1955, the present Treasurer of Anne Arundel County issued Certificate of Tax Sale No. 1143 to the County Commissioners of Anne Arundel County, covering Lots 7 and 8, Block N Glendale Terrace, in accordance with Article 81, Section 89-I, of the Annotated Code of Maryland (1943 Supplement), as amended. Said certificate by proper assignment was transferred to the Plaintiffs, Wilfird Reilly and Geraldine Reilly, his wife, Plaintiffs herein, and is filed herewith, marked "Plaintiffs' Exhibit No. 3," and prayed to be taken as a part hereof.

4. On July 6, 1955, the present Treasurer of Anne Arundel County issued Tax Sale Certificate No. 1144 to the County Commissioners of Anne Arundel County, covering Lots 36, 37, 38, 39 and 40, Block G, GLENDALE TERRACE, in accordance with Article 81, Section 89-I , of the Annotated Code of Maryland (1943 Supplement), as amended. Said Certificate by proper assignment was transferred to the Plaintiff, Munsey B. Brooks, and is filed herewith, marked "Plaintiffs' Exhibit No. 4", and prayed to be taken as a part hereof.

5. The property mentioned in said two certificates is identically the same property more particularly described in the aforementioned deed from the County Commissioners of Anne Arundel County and Thomas W. Davis, Treasurer to Munsey B. Brooks and Marie A. Brooks, his wife, and by mesne conveyance lots 7 and 8, Block N Glendale Terrace became vested in Wilfrid Reilly and Geraldine Reilly, his wife, Plaintiffs herein, as by reference to deed, dated July 6, 1955, a certified copy of which is filed herewith, marked Plaintiffs' Exhibit No. 2," will more fully appear. And Lots 36, 37, 38, 39 and 40, Block G GLENDALE TERRACE being the identically mentioned property described in deed filed herewith as Plaintiffs' Exhibit No. 1, as will more fully appear.

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6. On October 16, 1935, the date of the sale by the Collector and Treasurer of Anne Arundel County, of Lots 7 and 8, Block N, GLENDALE TERRACE, were assessed to J. A. Bopp and May Bopp, his wife, and were in fact owned by them on that date. According to the Land Records of Anne Arundel County, and the Equity Records of said County, the title to said lots was still vested in the aforesaid J. A. Bopp and May Bopp, his wife, on the date of the tax sale mentioned in said certificate.

7. On October 9, 1939, the date of the sale by the Collector and Treasurer of Anne Arundel County, of Lots 36, 37, 38, 39 and 40, Block G, GLENDALE TERRACE, were assessed to Donald R. Roberts and Mamie Roberts, his wife, and were in fact owned by them on that date. According to the Land Records and the Equity Records of said County, the title to said Lots was still vested in the aforesaid Donald R. Roberts and Mamie Roberts, his wife, on the date of the tax sale mentioned in said certificate.

8. To redeem the property of J, A. Bopp and May Bopp, his wife, it is necessary that the Defendants pay the sum of $39.38; and to redeem the property of Donald R. Roberts and Mamie Roberts, his wife, it is necessary that the Defendants pay the sum of $55.81, with interest from date of sale, all taxes, interest and penalties accruing subsequent to the day of sale, and reimburse the PLAINTIFFS for amounts due under Sections 90-J and 90-K of Article 81 of the Annotated Code of Maryland (1943 Supplement) as amended.

9. Said property has not been redeemed by any party of interest although more than a year from date of sale has expired.

10. PLAINTIFFS pray for process directed to the above-named DEFENDANTS, J. A. Bopp and May Bopp, his wife, 508 South Tolna Street, Baltimore - 24 - Maryland, the last known address known to PLAINTIFFS; and to DEFENDANTS, Donald R. Roberts and Mamie Roberts, his wife, Glen Burnie, Maryland, the last known address known to PLAINTIFFS. A copy of this Bill of Complaint has been mailed to the aforesaid DEFENDANTS, at said addresses.

11. The PLAINTIFFS pray for an Order of Publication directed to all parties of interest.

12. The PLAINTIFFS pray the Court to pass a final decree foreclosing all rights of redemption of the DEFENDANTS in and to the said properties.

AND as in duty bound, etc.

Frankie Wilson

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

Wilfrid Reilly
Wilfrid Reilly

Geraldine Reilly
Geraldine Reilly

Munsey B Brooks
Munsey B. Brooks

STATE OF MARYLAND, BALTIMORE COUNTY, SCT

I hereby certify that on this 6th day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared Wilfird Reilly, Geraldine Reilly, his wife, and Munsey B. Brooks, PLAINTIFFS in the foregoing Bill of Complaint, and made oath in due form of law, that the matters and facts set forth therein are true to the best of their knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

James B. Meyd
James B. Meyd, Notary Public

JAMES B. MEYD NOTARY PUBLIC BALTIMORE CO., MD.

COMPLAINANTS' EXHIBIT NO. 1

No Stamps required

THIS QUIT CLAIM DEED, made this 1 day of November, 1945, by and between Thomas W. Davis, County Treasurer, of the first part; the County Commissioners of Anne Arundel County, a body corporate, of the second part; and Munsey B. Brooks and Marie A. Brooks, his wife, of the third part,

WITNESSETH, that for the sum of five dollars and other valuable considerations paid by the grantees to the grantors, receipt of which is hereby acknowledged, Thomas W. Davis 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 Munsey B. Brooks and Marie A. Brooks, his wife, their heirs and assigns, the survivor of them, the heirs and assigns of the survivor of them, as tenants by entireties, all of the right, title, interest and estate, at law or equity, of the said grantors, and of J. A. Bopp, Donald R. Roberts and Mamie Roberts, Floyd Bush and Nina Bush and Joseph Isabella, and of all persons claiming by, through, from or under any of them, in and to the following parcels of land in the Fifth Election District of Anne Arundel County, Maryland:-

(1) Lots seven, eight and nine, Block N, Glendale Terrace. Formerly assessed to J. A. Bopp, sold under No. 4051 Tax Sales in the Circuit Court for Anne Arundel County, Tax Sale Docket F.A.M. 4, Folio 29, Tax Sale Record F.A.M. 22, folio 497.

(2) All those lots known as Nos. thirty, thirty one and thirty four to forty inclusive, Block G, Glendale Terrace. Formerly assessed to Donald R. Roberts and Mamie Roberts, sold under No. 5029 Tax Sales in the Circuit Court for Anne Arundel County, Tax Sale Docket J.H.H. 5, Folio 15, Tax Sale Record J.H.H. 29, Folio 429.

(3) Lots thirty two and thirty three, Block G, Glendale Terrace. Formerly assessed to Floyd Bush and Nina Bush, sold under No. 3348 Tax Sales in the Circuit Court for Anne Arundel

Filed 19 July, 1955.

County, Tax Sale Docket F.A.M. 3, Folio 181, Tax Sale Record F.A.M. 16, Folio 293.

(4) Lots Nos. ten and eleven, Block N, Glendale Terrace. Formerly assessed to Joseph Isabella and sold under Tax Sale proceedings in said Court.

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

WITNESS the hands and seals of the grantors.

Attest: THOMAS W. DAVIS (SEAL)
Treasurer
County Commissioners of Anne Arundel County

MABEL M. STEVENSON

Attest: By JOHN J. LEVAY (SEAL)
President

R. HARRY ARNOLD
Clerk

(Corporate Stal)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, Sct:

I HEREBY CERTIFY, that on this 1 day of November, 1945, before the subscriber, a notary public of the State of Maryland in and for Anne Arundel County, personally appeared Thomas W. Davis, and he did acknowledge the aforegoing deed to be his act as County Treasurer. Also personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, body corporate, and he did acknowledge the aforegoing deed to be the act of the said body corporate. As witness my hand and notarial seal.

MABEL M. STEVENSON
Notary Public

(Notarial Seal)

Recorded - 1st November 1945, at 11:05 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. 344, folio 49, 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 29th day of June, 1955.

John H. Hopkins
Clerk

LIBER 944 PAGE 220

THIS DEED, Made this 6th day of July, in the year one thousand nine hundred and fifty-five, by Marie A. Brooks, of Anne Arundel County, in the State of Maryland, of the first part, GRANTOR, and Wilfrid Reilly and Geraldine Reilly, his wife, of the same County and State, of the second part, GRANTEES.

WITNESSETH, That in consideration of the sum of Five Dollars ($5.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, the said Marie A. Brooks does grant and convey unto the said Wilfrid Reilly and Geraldine Reilly, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple, all those two lots of ground situate and lying in the Fifth Election District of Anne Arundel County, in the State of Maryland, described as follows:

All those lots of ground known and designated as numbers seven (7) and eight (8) Block N, GLENDALE TERRACE, also known as GLEN OAK HEIGHTS, per plat filed among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod I, Plat 9, now Plat Book 3, Plat 25.

BEING part of the lots which by deed, dated July 12, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 857, Folio 29 , were conveyed by Munsey B. Brooks and Marie A. Brooks to Marie A. Brooks.

SEE ALSO Separation agreement, dated July 12, 1954, between the said Munsey B. Brooks and Marie A. Brooks, recorded among the aforesaid Land Records in Liber J.H.H. No. 857, Folio 27 .

TOGETHER with the buildings and improvements thereon, and all the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in 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 Wilfrid Reilly and Geraldine Reilly, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, in fee simple.

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

WITNESS the hand and seal of said GRANTOR:

TEST:

Marie a. Brooke (SEAL)
Marie A. Brooke

Frankie D. Wilson
Frankie D. Wilson

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I HEREBY CERTIFY, That on thie 6th day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Marie A. Brooke, GRANTOR in the foregoing deed, and acknowledged the same to be her act.

AS WITNESS my hand and Notarial Seal.

Frankie D. Wilson
Frankie D. Wilson - Notary Public

Recorded- July, 12, 1955, at 1:50 P.M.

LIBER 93 PAGE 10

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is a true copy, per photostat, as recorded in Liber G.T.C. No. 944, page 220, 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 15th day of July, 1955.

George T. Cromwell

George T. Cromwell, Clerk

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

Equity No. 11,426

Wilfrid Reilly and Geraldine Reilly, His Wife
Munsey B. Brooks, Glen Burnie, Md.
vs.
J. A. Bopp and May Bopp, his wife,
508 South Tolna Street, Baltimore - 24 - Md.,
and
Donald R. Roberts and Mamie Roberts, his wife,
Glen Burnie, Md., and all oersons claiming to
have an interest in
Lots 7 & 8, Block N Glendale Terrace
Lots 36, 37, 38, 39 and 40, Block G Glendale
Terrace, 5th Election District Anne Arundel
County, Marykabd.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties:

All those lots of ground knwon as 7 & 8, Block N Glendale Terrace, as shown on Plat Book 3, Plat 25, and being the same lots which were conveyed to J. A. Bopp and May Bopp, his wife, by Suburban Realty Co., Inc. and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 17, folio 149, and sold by Collector of Taxes for Anne Arundel County to County Commissioners of Anne Arundel County on October 16, 1935, and by the County Commissioners and Thomas W. Davis deeded to Munsey B. Brooks, November 1, 1945, and recorded Liber JHH No. 344, folio 49, and by said Marie A. Brooks conveyed to Wilfrid Reilly and wife, Complainants herein. Tax Sale Certificate No. 1143, dated June 28, 1955, was issued by Joseph H. Griscom, Sr., present Treasurer to the County Commissioners and assigned by said County Commissioners to Wilfrid Reilly and wife, as per exhibit filed with Bill of Complaint.

All those lots of ground known as 36, 37, 38, 39 and 40, Block G GLEN-dale Terrace, per plat filed in Plat Book No. 3, Plat 25, and being part/the same property which was conveyed to Donald R. Roberts and Mamie Roberts, his wife, by J. Clinton Robert, and wife and recorded among the aforesaid Land Records in Liber FSR 105 Folio 228 and sold by the Collector of Taxes for Anne Arundel County to the County Commissioners of Anne Arundel County on October 9, 1939, and by said County Commissioners deeded to Munsey B. Brooks and wife on November 1, 1945, recorded in Liber J.H.H. No. 344, folio 49.

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

Filed 19 July, 1955.

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IT IS THEREUPON, this 19 day of July, 1955, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said properties to be and appear in this Court by the 29 day of September 1955, and redeem the property and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainants a title free and clear of all encumbrances.

George T. Cromwell Clark.
Judge

COMPLAINANTS' EXHIBIT No. 3 LIBER 93 PAGE 13

1143

CERTIFICATE OF TAX SALE

I, Joseph N. Grason Jr Successor to C Allen Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14, 1935, I sold to A A C. Comas at public auction for the sum of 37 Dollars and 38 Cents, of which None Dollars has been paid as a deposit on the property in 5 District described as Lots 7-8-~~9~~ Block N. as shown on the plat of Glendale Terrace

and assessed to J. A Boyce Est May.

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, 1936, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 28 day of June 19 55

Joseph N Grason Jr
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 28 day of ~~October~~ June 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N. Grason 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 6, 1957

Complainants' Exhibit No. 3

See Reverse Side

Filed 3 Aug., 1955.

Annapolis, Maryland,

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate unto Wilfrid Reilly and Geraldine Reilly, his wife.

AS WITNESS the corporate seal of said County Commissioners of Anne Arundel County, by Ralph L. Lowman, its President.

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY,

By Ralph L Lowman
Ralph L. Lowman, President.

WITNESS:

Lucy F. Zaslosky

OK 7/24/55
MTH

1144

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Sr Successor to John M. Green, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9, 1939, I sold to A A Co. Comm. at public auction for the sum of ..... Dollars and ..... Cents, of which ..... Dollars has been paid as a deposit on the property in 5 District described as Lots 36-37-38-39-40 Block G. situated in Glendale Terrace Out of Lots 1-2-3-4-19-20-40-50-51-52 Blk B and Lots 27-28-41-42 45-46 Blk C, Lots 1-2-3-4-15-16-17-18-22-23-31-32 Blk E, Lots 36-37 38-39-40 Blk G. Entire Blk H, 1-2-7-8-25 Blk J. Lots 24-25 Blk J. K. 1-2-3-4-13-14-15-16-34-35-45-46 Blk L. Lots 3-4-14-15-16 Blk M. 22-23-24-25 Blk N. Lots 5 Blk O. Lots 25 Blk P. 15-26-26 Blk Que Lots 1-5-8-11-12-13 Blk R. 14-15 Blk S. Lots 37-38-51-52 Blk C. 3-4-22-23 Blk F Lots 9-10-13-14-25-26-31-34-35-43-44 Blk G. 17-18-19-20-21 Blk L. Lots 3-4-10-11-14-15-20-21 Blk N. 1-2-8-9 Blk O. 5,6-16-17 Blk P. Lots 6 7-11-12-23-24 Blk Que and assessed to Donald R. Roberts + Mamie

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 10, 1940, 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 7 day of July 1955

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 7 day of ~~October~~ July, 1955, 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.

see reverse side

My Commission Expires May 6, 1957

Complainants' Exhibit No. 4
Filed 3 Aug, 1955

LIBER 93 PAGE 16

Annapolis, Maryland, July ___, 1955

FOR VALUE RECEIVED, the County Commissioners of Anne Arundel County do hereby assign the within Tax Sale Certificate, covering lots 36, 37, 38, 39 and 40, Block G GLENDALE TERRACE, also known as Glen Oak Heights, unto Munsey B. Brooks.

AS WITNESS the corporate seal of said County Commissioners, and the signature of Ralph B. Lowman, its President.

Witness: Lucy F. Gaskey

County Commissioners of Anne Arundel County,

By Ralph B. Lowman
Ralph B. Lowman, President.

7/24/55

LIBER 93 PAGE 17

WILFRID REILLY
and
GERALDINE REILLY, his wife,
Fernglen Road, Fernglen Manor,
Glen Burnie Postoffice, Maryland

and

NUNSEY B. BROOKS,
Old Annapolis Road and Wilson Boulevard,
Glendale, Glen Burnie Postoffice, Md.

Plaintiffs

VS

J.A. BOPP and MAY BOPP, his wife,
508 South Tolna Street,
Baltimore 24, Maryland

and

DONALD S. ROBERTS and MARIE ROBERTS, his wife,
Glen Burnie, Maryland

And all persons having or claiming to have an interest in the property known as

Lots 7 and 8, Block N. Glendale Terrace, also known as Glen Oak Heights

36, 37, 38, 39 and 40, Block G, Glendale Terrace, also known as Glen Oak Heights, 5th Election District of Anne Arundel County, Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 11,426

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 10th day of August, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Frankie Wilson, who being duly sworn according to law deposed and said as follows:

1. That she is solicitor for the Plaintiffs in the above entitled case.

2. That before filing the Bill of Complaint in the above entitled case an effort was made to determine the present whereabouts of the Respondents.

3. That the last named address of J.A.Bopp and May Bopp, his wife, as shown by the tax rolls of Anne Arundel County was 508 South Tolna Street, Baltimore 24, Maryland.

4. That your affiant visited this address in an effort to learn their whereabouts, and was informed that these people had removed from that address about the year 1937, and that J.A.Bopp has now departed this life, and the present whereabouts of May Bopp are unknown.

5. That a copy of the Bill of Complaint was sent by Certified Mail to each of the defendants, J.A. Bopp and May Bopp, which have been returned

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Filed 16 Aug., 1955.

by the Postal Authorities with the notation "Unknown at address", which letters are filed herewith in this cause.

6. That the lastnamed address of Donald S. Roberts and Mamie Roberts, his wife, as shown by the tax rolls of Anne Arundel County, was Glen Burnie, Maryland; that the affiant herein mailed a copy of the Bill of Complaint by Certified Mail to each of the above defendants at this address, which were marked by the Postal Authorities "Forward - Arnold, Maryland", but which have been returned by the Postal Authorities marked "Unknown".

7. That summons were issued to the aforesaid addresses as shown by the tax records of Anne Arundel County, and were returned "non est".

8. That telephone and city and county directories have been checked in an effort to ascertain the present whereabouts of the said defendants and your affiant knows and has learned of no other addresses for the defendants.

AS WITNESS my hand and Notarial Seal.

Mary Margaret Forsyth
Mary Margaret Forsyth - Notary Public

Frankie Wilson
Frankie Wilson

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

CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

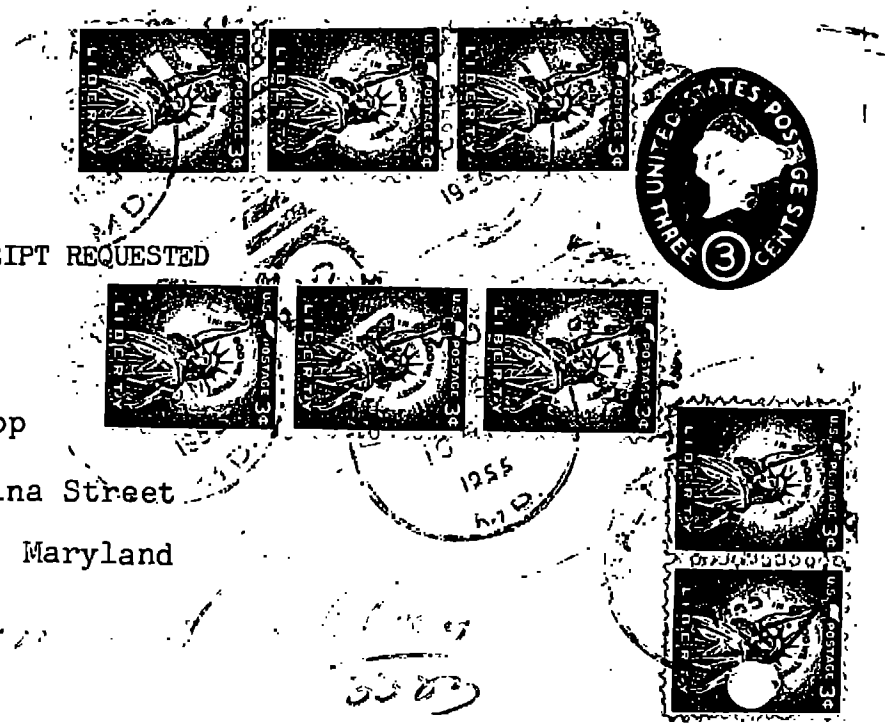
Left Notice 7-13-55

Mr. J. A. Bopp
508 South Tolna Street
Baltimore 24, Maryland

Unknown at address

Exhibit
Filed 16 Aug., 1955

CERTIFIED MAIL
Nº 115810



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

CERTIFIED MAIL — RETURN RECEIPT REQUESTED

Left Notice 7-18-55

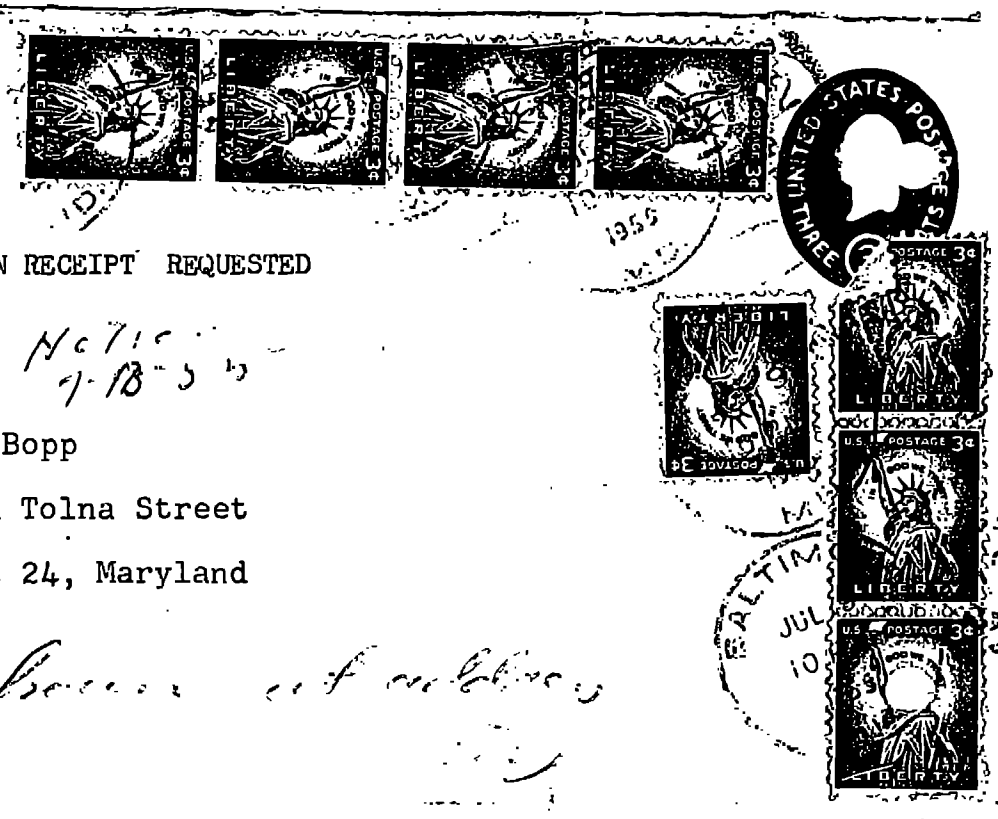
Mrs. May Bopp
508 South Tolna Street
Baltimore 24, Maryland

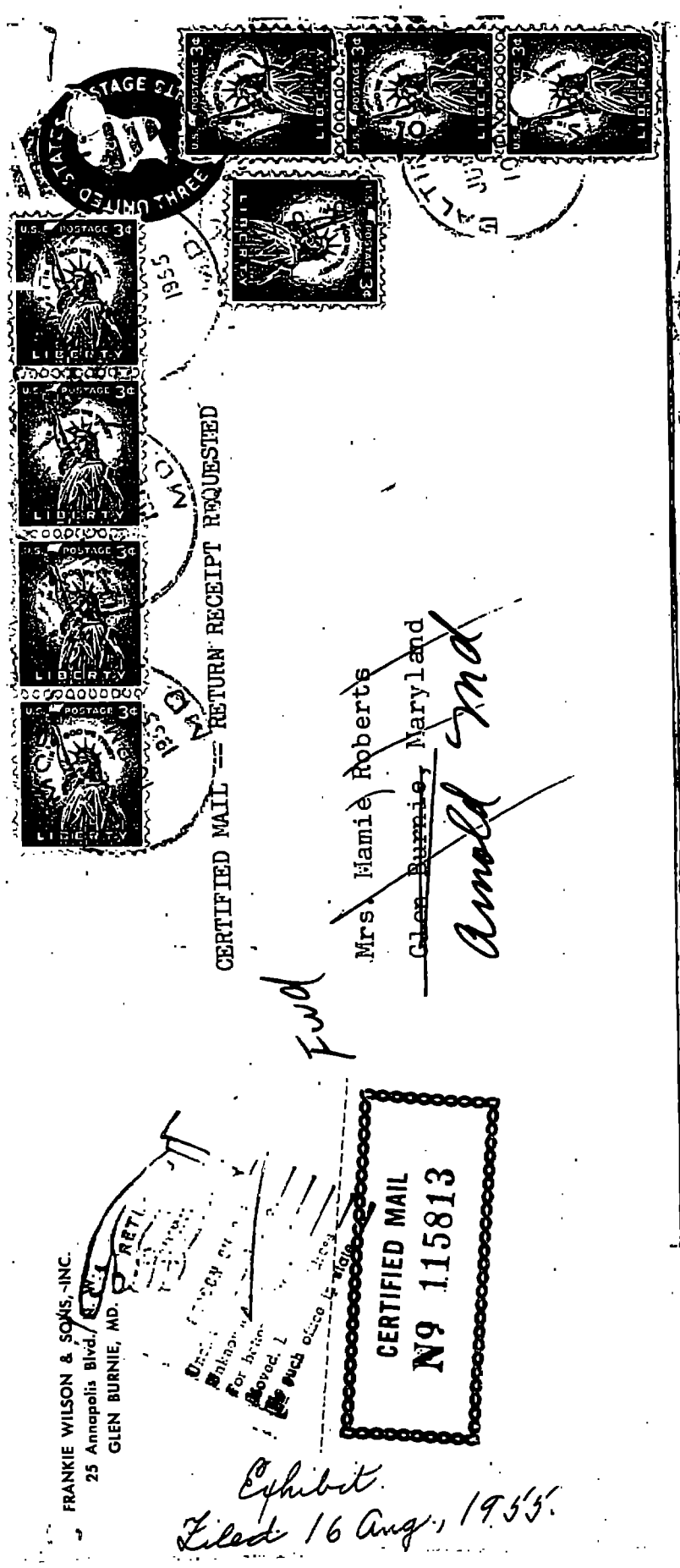
Unknown at address

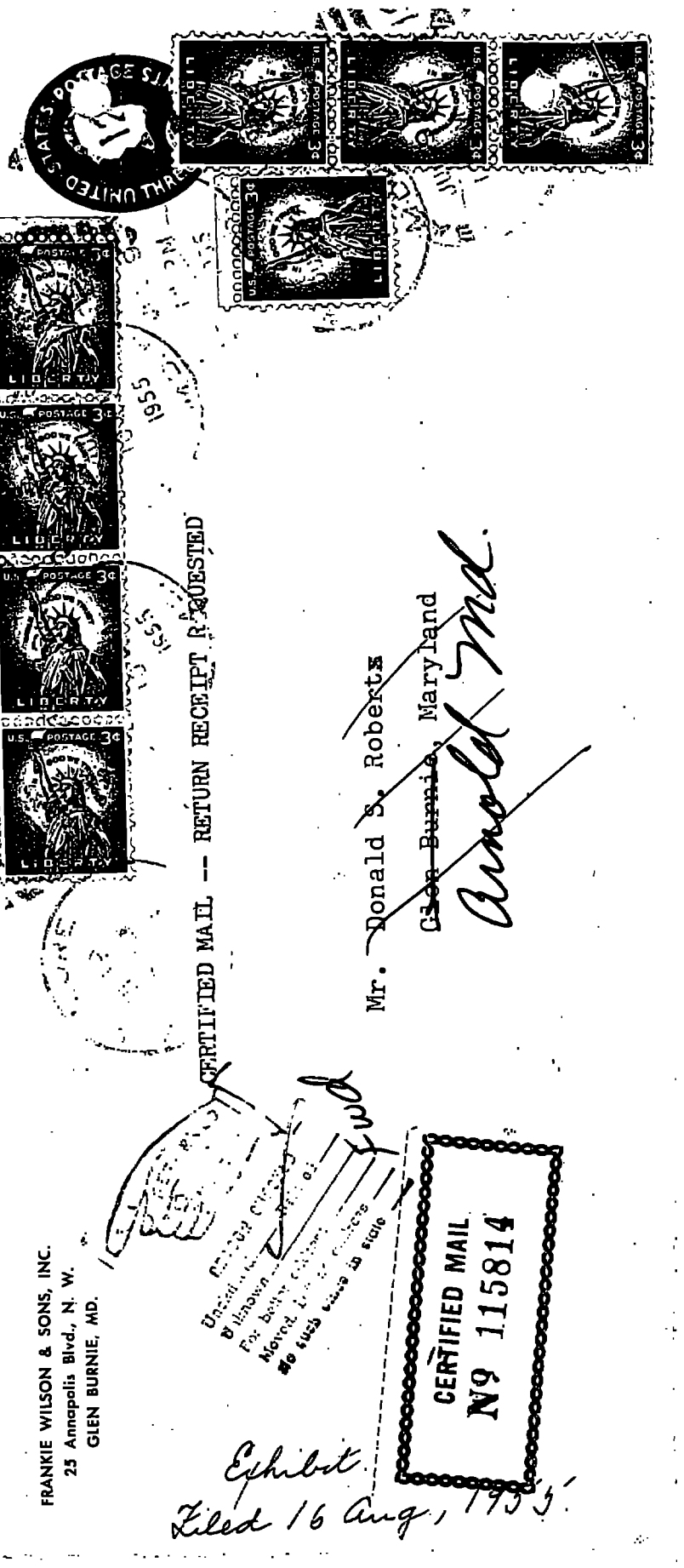
Exhibit
Filed 16 Aug., 1955

CERTIFIED MAIL
Nº 115811

93 PAGE 19




CERTIFIED MAIL -- RETURN RECEIPT REQUESTED
Mrs. Mamie Roberts
Glen Burnie, Maryland
Arnold Md
FRANKIE WILSON & SONS, INC.
25 Annapolis Blvd., N. W.
GLEN BURNIE, MD.
CERTIFIED MAIL
N9 115813
Fwd
Exhibit
Filed 16 Aug., 1955.


CERTIFIED MAIL -- RETURN RECEIPT REQUESTED
Mr. Donald S. Roberts
Glen Burnie, Maryland
Arnold Md.
FRANKIE WILSON & SONS, INC.
25 Annapolis Blvd., N. W.
GLEN BURNIE, MD.
CERTIFIED MAIL
N9 115814
Fwd
Exhibit
Filed 16 Aug., 1955.

[DECREE PRO CONFESSO]

IMP. 93 PAGE 21

WILFRID REILLY, et als

Plaintiffs

vs.

J.A. BOPP, et als

Defendants

IN THE

CIRCUIT COURT

—OF—

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY
EQUITY NO. 11,426

Term, 19 55

The Defendants, J.A. Bopp, et als having been duly ~~summoned~~ (notified by Order of Publication) to appear to the Bill of Complaint, and having failed to appear thereto, according to the exigency of the ~~writ~~ (said Order)

It is, thereupon, this 30th day of August, in the year nineteen hundred and fifty-five, by the Circuit Court of ~~Baltimore City~~ Anne Arundel County, ADJUDGED, ORDERED and DECREED, that the complainant is entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against the defendants, J.A. Bopp, et als.

~~But because it doth not certainly appear to what relief the plaintiff is entitled, it is further ADJUDGED and ORDERED, that one of the Examiners of this Court take testimony to support the allegations of the Bill~~

Benjamin Michaelson
Judge.

Filed 30 Aug., 1955.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
Equity No. 1

LIBER 93 PAGE 22

WILFRID REILLY and GERALDINE REILLY, His Wife, MUNSEY B. BROOKS, Glen Burnie, Maryland

Vs.

J. A. BOPP and MAY BOPP, His Wife, 508 South Toina Street, Baltimore 24, Maryland,

And

DONALD R. ROBERTS and MAMIE ROBERTS, His Wife, Glen Burnie, Maryland, and all persons claiming to have an interest in Lots 7 & 8, Block N Glendale Terrace. Lots 30, 37, 38, 39 and 40, Block G Glendale Terrace, 5th Election District, Anne Arundel County, Maryland.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all right of redemption in the following properties:

All those lots of ground known as 7 & 8, Block N Glendale Terrace, as shown on Plat Book 3, Plat 25, and being the same lots which were conveyed to J. A. Bopp and May Bopp, his wife, by Suburban Realty Co., Inc. and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 17, folio 149, and sold by Collector of Taxes for Anne Arundel County to County Commissioners of Anne Arundel County on October 16, 1935, and by the County Commissioners and Thomas W. Davis deeded to Munsey B. Brooks, November 1, 1945, and recorded Liber JHH No. 344, folio 49, and by said Marie A. Brooks conveyed to Wilfrid Reilly and wife, Complainants herein. Tax Sale Certificate No. 1143, dated June 28, 1955, was issued by Joseph H. Griscom, Sr., present Treasurer to the County Commissioners and assigned by said County Commissioners to Wilfrid Reilly and wife, as per exhibit filed with Bill of Complaint.

All those lots of ground known as 30, 37, 38, 39 and 40. Block G Glendale Terrace, per plat filed in Plat Book No. 3, Plat 25, and being part of the same property which was conveyed to Donald R. Roberts and Mamie Roberts, his wife, by J. Clinton Roberts and wife and recorded among the aforesaid Land Records in Liber FSR 105 Folio 228 and sold by the Collector of Taxes for Anne Arundel County to the County Commissioners of Anne Arundel County on October 9, 1930, and by said County Commissioners deeded to Munsey B. Brooks and wife on November 1, 1945, recorded in Liber J. H. H. No. 344, folio 49.

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

IT IS THEREUPON, this 19th day of July, 1955, by the Circuit Court for Anne Arundel County, in Equity, ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said properties to be and appear in this Court by the 20th day of September, 1955, and redeem the property and answer the Bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainants a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

a-18

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 13, 1955

We hereby certify, that the annexed

Order of Publication.

No. 11,426.

Wilfrid Reilly.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 29th day of September, 1955. The first insertion being made the 28th day of July, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Tilghman

Filed 16 Sept., 1955.

WILFRID REILLY
and
GERALDINE REILLY, his wife,
Fernglen Avenue, Fernglen Manor,
Glen Burnie Postoffice, Maryland

and

MUNSEY B. BROOKS,
Old Annapolis Road and Wilson Boulevard,
Glendale, Glen Burnie Postoffice, Md.

Plaintiffs

VS

J. A. BOPP and MAY BOPP, his wife
508 South Tolna Street,
Baltimore 24, Maryland

and

DONALD S. ROBERTS and MANIE ROBERTS, his wife,
Glen Burnie, Maryland

And all persons having or claiming to have an interest in the property known as

Lots 7 and 8, Block N. Glendale Terrace, also known as Glen Oak Heights

36, 37, 38, 39 and 40, Block G, Glendale Terrace, also known as Glen Oak Heights, 5th Election District of Anne Arundel County, Md.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 11,426

- -

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 appeared that the same have been conducted in substantial compliance with the provisions of Section 89-90, of Art. 81, Annotated Code of Maryland, 1943 Supplement, it is thereupon this 6th day of October, 1955, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of the Respondents or all persons filing claims for them or under them or any of them in and to the property described in these proceedings as having been sold by the Treasurer of Anne Arundel County to the County Commissioners on the 16th day of October, and October 9, 1939, 1935, be and the same are hereby foreclosed.

2. That absolute and indefeasible title in fee simple to said property, free and clear of all alienations accruing prior to this decree, as well as all encumbrances and all existing tax assessments subsequent to the date of sale and the public assessments to which the same is subject are hereby vested in the respective complainants.

Filed: 6 Oct. 1955

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

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

Benjamin Michaelson
JUDGE

LIBER 93 PAGE 25

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF MARGARET OCHSE *
and PETER OCHSE, her husband. * FOR
ANNE ARUNDEL COUNTY
* EQUITY NO. 11,207

****
ORDER TO DOCKET SUIT
****

Mr. Clerk:

Please file the original mortgage, and assignment of mortgage in this foreclosure suit.

John Demyan, Jr, Assignee for the purpose of foreclosure

Filed 9 dec., 1954.

247 Lyes
Compound
Amortization schedule

No. 11,207 Equity

MORTGAGE FEE.—COUNTY. LUCAS BROTHERS, FORM No. 42.

This Mortgage, Made this fourteenth day of October in the year nineteen hundred and twenty six, by and between Margaret Ochse and Peter Ochse, her husband, of Anne Arundel County, State of Maryland, mortgagors, and Marion Bisese, of Baltimore City, State aforesaid, mortgagee:

WHEREAS the said mortgagors have this day borrowed from the said mortgagee the full sum of three hundred dollars ($300.00), which is to be repaid, with interest at the rate of 6%, one year after date hereof; which indebtedness is evidenced by the joint and several negotiable promissory note of the said Margaret and Peter Ochse to the order of the said Marion Bisese, of even date herewith and payable one year after date in the amount of three hundred dollars ($300.00), being for the principal amount of said loan: and WHEREAS it was a condition precedent to the making of said loan that the repayment of same with interest should be secured by the execution of these presents:

NOW therefore this mortgage witnesseth that, in consideration of the premises and the further sum of five dollars, receipt whereof is hereby acknowledged, the said mortgagors do hereby grant and convey unto the said mortgagee, his heirs and assigns, in fee simple, all those three lots or parcels of ground situated in said Anne Arundel County, in the Third Election District, and more particularly known as Lots Nos. 42, 43 and 44 in Section "B", shown on a plat recorded among the Land Records of said County in Plat Liber G.W. Section 3, folio 185 etc.: and being the same lots of ground conveyed to the said Margaret Ochse by the Workman's Co-operative Realty Company, Incorporated, by deed dated Aug. 10th, 1919, and recorded among said Land Records in Liber W.N.W. 19, folio 138 etc.

Filed 9 Dec., 1954.

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(TOGETHER with the buildings and improvements thereon and the rights, roads, ways, waters, privileges, appurtenances and advantages, thereto belonging, or in any wise appertaining.)

TO HAVE AND TO HOLD the aforesaid parcel s of ground and premises unto and to the proper use, and benefit of the said Marion Bisese, his heirs and assigns forever.

PROVIDED that if the said Margaret and Peter Ochse, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of three hundred dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Margaret and Peter Ochse shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public debts and charges of every kind, levied or assessed or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

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gage debt and interest, the said Margaret and Peter Ochse

for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue, or in any part of 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 Marion Bisese, his

personal representatives and assigns, or

Tazewell T. Thomas, his or their Attorney or agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following; viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee, his personal representatives or assigns may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a fee of twenty five dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee his personal representatives and assigns under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagors, their personal representatives or assigns, or to whoever may be entitled to the same.

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

And the said

for 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 personal representatives and assigns, the improvements on the hereby mortgaged property and to the amount of at least

dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to insure to the benefit of the said Mortgagee personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors

TEST:

Michael Lubes

Margaret Ochse [SEAL]

Peter Ochse [SEAL]

[SEAL]

[SEAL]

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State of Maryland, B_ltimore City ~~County~~, to wit:

I HEREBY CERTIFY, that on this 14th day of October in the year nineteen hundred and twenty six before me, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Margaret Ochse and Peter Ochse

the Mortgagor s named in the aforegoing mortgage and each acknowledged the aforegoing mortgage to be his act. At the same time also appeared Marion Bisese the within named mortgagee, and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

MICHAEL LUBER NOTARY PUBLIC BALTIMORE MD.

Michael Luber
Notary Public

Assmt:
Received for Record 9 Day of Dec 19 54 at 1:30 P. M and the same day recorded in Liber ~~J. H. H.~~ F.S.R. No. 9 Fol. 41, Land Records of Anne Arundel County
JOHN H. HOPKINS, 3rd Clerk

c. P. 1.00 Pd   Pd. 754

To be filed in Equity #11207

MORTGAGE

FROM

Margaret Ochse and Peter Ochse, Her Husband,

TO

Marion Bisese

Block No.

Received for Record 17 January 1927 at 9 o'clock A. M. Same day recorded in Liber F.S.R. No. 9 Folio 38 &c., one of the Land Records of Anne Arundel County and examined per FRANK S. REVELL, Clerk.

Cost of Record $ 2.00 Paid
1.75 due
$ 3.75

LUCAS BROTHERS, BALTIMORE, MD., NO. 42

December 1st, 1954

FOR VALUE RECEIVED, we do hereby assign the within mortgage unto John Demyan, Jr., for the purpose of foreclosure.

WITNESS:

Amelia H. Tubman
Amelia H. Tubman

Bernard R. Kutcher (SEAL)
Bernard R. Kutcher

Mildred L. Kutcher (SEAL)
Mildred L. Kutcher

5' JD

LIBER 93 PAGE 30

IN THE MATTER OF THE MORTGAGED *** IN THE CIRCUIT COURT FOR
REAL ESTATE OF MARGARET OCHSE and * ANNE ARUNDEL COUNTY
PETER OCHSE, her husband * EQUITY NO. 11,207
***

****

Advanced to Mortgage Loan	$ 300.00
Interest from October 14, 1926 to February 7, 1955.	605.28
TOTAL AMOUNT DUE	$ 905.28

Bernard R. Kutcher

Mildred L. Kutcher

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 7th day of December, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Bernard R. Kutcher and Mildred L. Kutcher, his wife, and they made oath that the aforegoing statement of claim is true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

Amelia H. Tubman
Notary Public

Filed 7 Dec., 1954

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LIBER 93 PAGE 31

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

Eq. 11,207

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of TWO THOUSAND DOLLARS, ($2,000.00) ----- 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 6th day of January, 1955.

WHEREAS by virtue of a power of sale contained in a mortgage from Margaret Ochse and Peter Ochse to Marion Bisese, bearing date on or about October 14, 1926, the said John Demyan, Jr., as Assignee, is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. as Assignee, is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, 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

Margaret B. Hendrix
Margaret B. Hendrix

John Demyan, Jr. SEAL
Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

Approved this 6 Jan., 1955.
John H. Hopkins, 3rd, Clerk

Filed 6 Jan., 1955.

 Annapolis, Maryland

THIS IS TO CERTIFY, that I have this 6 day of January in the year 1955, sold the property described by said advertisement in the Third Election District of Anne Arundel County and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber W.N.W. 19, folio 138, at and for the sum of Seven Hundred ($700.00) Dollars, to Bernard R. Kutcher + Mildred L. Kutcher his wife they, then and there being the highest bidder for said property.

Robert A. Campbell
Robert Campbell - Auctioneer

I HEREBY CERTIFY, that I have this 6th day of January, in the year 1955, purchased from John Demyan, Jr., Assignee for the purpose of foreclosure, the property situated in the Third Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber W.N.W. 19, folio 138, at and for the sum of Seven hundred ($700.00) Dollars, and do hereby agree to comply with the terms of sale.

Bernard R. Kutcher
Mildred L. Kutcher

Purchaser

Filed 6 Jan., 1955.

LIBER 93 PAGE 33

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT FOR
REAL ESTATE OF MARGARET OCHSE and	*	ANNE ARUNDEL COUNTY
PETER OCHSE, her husband	*	NO. 11, 207 EQUITY

****

REPORT OF SALE

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of John Demyan, Jr., Assignee for the purpose of foreclosure of the Mortgaged filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a Mortgage from Margaret Ochse anc Peter Ochse, her husband, dated October 14, 1926 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 9, folio 38, to Marion Biesese; which mortgage was then assigned for value unto Bernard R. Kutcher and Mildred L. Kutcher, his wife, and recorded in Liber J.H.H. 867, folio 470, among the aforesaid Land Records; which mortgage was then duly assigned to the undersigned for the purpose of foreclosure, to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland; and after having complied with all of the other requisites of the Mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction at the Court House Door (Church Circle Entrance) Annapolis, Maryland, on January 6th, 1955, at 11:00 o'Clock A.M., and then and there sold the said property to Bernard R.Kutcher and Mildred L.Kutcher, his wife,----------

AT and for the sum of Seven Hundred ($700.00)----------

Dollars, they being at that figure the highest bidder therefore, said property being the following:

ALL those three lots or parcels of ground situated in said Anne Arundel County, in the Third Election District, and more particularly known as Lots Nos. 42, 43 and 44 in Section "B", as shown on a plat recorded among the Land

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Filed 6 Jan., 1955.

Records of said County in Plat Liber G.W. Section 3, folio 185, etc; and being the same lots conveyed to the said Margaret Ochse by the Workman's Cooperative Realty Company, Inc; by deed dated August 18, 1919, and recorded among the aforesaid Land Records in Liber W.N.W. 19, folio 138.

AND the said Assignee further reports that he has received from the purchaser a deposit as required by the terms of said sale, which are as follows:

TERMS OF SALE: A cash deposit of $200.00 will be required of the purchaser at the time and place of sale, balance of the purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest at 6% from date of sale to date of settlement. Taxes and other expenses, including sanitary assessment charges for sewer and water, and all other assessments to be adjusted to date of sale.

Robert H. Campbell
Auctioneer

John Demyan, Jr.
Assignee for the purpose of foreclosure

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 6th day of January, 1955; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Assignee for the purpose of foreclosure, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale and true to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal.

Florence C. Bissell
Notary Public

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LIBER 93 PAGE 35

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Margaret Ochse and
Peter Ochse, her husband

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,207 Equity

Ordered, this 6 day of January, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Assignee for the purpose of foreclosure, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14 day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14 day of February next.

The report states that the amount of sales ~~to be~~ was $ 700.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 6 Jan., 1955.

(Final Order)

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Margaret Ochse and
Peter Ochse, her husband

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of February, 19 55, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 15 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 7, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11207

Margaret Ochse

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 February, 1955. The first insertion being made the 13th day of January, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Irma Tate

No. M. G. 4151

12

Filed 7 Feb., 1955

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,207 Equity

In The Matter Of The Mortgaged Real Estate Of MARGARET OCHSE and PETER OCHSE, her husband

Ordered, this 6th day of January, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by John Domyan, Jr., Assignee for the purpose of foreclosure, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 14th day of February next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 14th day of February next.

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

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~vs~~
Margaret Ochse
and
Peter Ochse, her husband

In the

Circuit Court

For

Anne Arundel County

No. 11,207 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 13, 1955

All of which is respectfully submitted.

Auditor.

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Filed 19 Apr. 1955

Dr. In the Matter of the Mortgaged Real Estate of Margaret Ochse and Peter Ochse, her husband in ac.

To Assignee for Fee, viz:	25	00		
To Assignee for Commissions, viz:	44	19	69	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	13	50	42	25
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	10	00		
Robert H. Campbell - auctioneer's fee	20	00		
Clerk of Court - recording assignment	1	75		
One-half Federal and State documentary stamps	1	10		
Amelia H. Tubman - notary fee		50		
Clemence C. Burwell - notary fee		50	84	09
To Assignee for Taxes, viz:				
1955 State and County taxes - 6 days		12		12
To Assignee for Benefit Charges, viz:				
1955 water and sewer benefit charges ($24.60 - adjusted)		42		42
To Bernard R. Kutcher and Mildred L. Kutcher, his wife - this balance on account mortgage claim	507	68	507	68
			703	75
Amount of mortgage claim filed	905	28		
Cr. Amount allowed as above	507	68		
Balance subject to decree in personam	397	60		

IH

with John Demyan, Jr., Assignee

Cr.

1955							
Jan.	6	Proceeds of Sale		700	00		
		Interest on deferred payment to 2/21/55		3	75		
						703	75

703 75

LIBER 93 PAGE 40

ORDER NISI

In the Matter of the Mortgaged Real Estate ~~VERSUS~~ of Margaret Ochse and Peter Ochse, her husband

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,207 Equity.

ORDERED, This 19 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 23 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 23 day of May next.

Filed 19 April 1955 — John H. Hopkins, 3rd, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th 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.

/s/ Benjamin H. Michaelson

Judge.

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. 11,207 Equity

In The Matter Of The Mortgaged Real Estate Of MARGARET OCHSE And PETER OCHSE, Her Husband.

Ordered, this 19th 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 23rd 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 23rd day of May next.

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

m-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 24, 1955

We hereby certify, that the annexed

Order Nisi
Auditor Account
Eq. 11,207
Margaret Ochse

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of May, 1955. The first insertion being made the 21st day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 6602

Filed 3 June, 1955.

17

LIBER 93 PAGE 41

FRANCES H. CARROLL, 48 Hutton Place, Annapolis, Maryland, and MAGGIE CARROLL FOOTE and WILLIAM FOOTE, her husband, 102 South Street, Annapolis, Maryland, PLAINTIFFS	*	IN THE CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
MADELINE CARROLL MADISON and CLARENCE MADISON, her husband, 6600 Ross Street, Germantown, Pennsylvania, DEFENDANTS	*	NO. 11,218 EQUITY

* * * * * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Frances H. Carroll, widow of Joseph Carroll, and Maggie Carroll Foote and William Foote, her husband, respectfully represents:

1. That Joseph Carroll died intestate on or about August 14th, 1951, at Annapolis, Maryland, seized and possessed of certain real property in the City of Annapolis, Anne Arundel County, Maryland, consisting of fifty-two one-hundredths (.52) acres of land, more or less, improved by an old stable and a one-room shack, being the same property which was conveyed to the said Joseph Carroll by James H. Wells and Elizabeth Wells, his wife, by deed dated January 16th, 1931, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 82, Folio 184, said deed being filed herewith as Plaintiffs' Exhibit "A".

2. That the said Joseph Carroll was survived by his widow, Frances H. Carroll, and two daughters, Maggie Carroll Foote and Madeline Carroll Madison, the Parties to this cause, they being his only heirs at law and next of kin.

3. That the said Joseph Carroll left no personal estate and his only asset at the time of his death consisted of the aforementioned real estate and there has been no administration of his estate.

Filed 22 dec., 1954.

4. That your Petitioners have been unable to obtain from the other heir the respective proportionate share of the State, County and City taxes on the aforementioned real estate and said real estate has been producing no income.

5. That your Petitioners own an undivided interest in the said property, which property cannot be equitably partitioned among the several heirs.

6. That it would be to the best interest of the said heirs that this property be sold and the net proceeds of the sale distributed among the heirs as their interest may appear.

TO THE END, THEREFORE,

(a) That a trustee or trustees may be appointed by this Court to sell the real estate mentioned in these proceedings and that said trustee or trustees shall grant and convey said property to the purchaser or purchasers by a good and merchantable title, free and clear of any and all claims of the heirs of the said Joseph Carroll, or of any one claiming by, through or under them.

(b) That a notice to creditors be issued, giving notice to the creditors of the said Joseph Carroll to file their claims in this Court within the time prescribed by this Court.

(c) That the proceeds of the sale, after the payment of claims, costs and expenses of this suit, be distributed to the parties entitled thereto as their interests may appear.

(d) That your Petitioners may have such other and further relief as their case may require.

May it please your Honors to grant unto your Orators an Order of Publication to be personally served on the non-resident Defendants, Madeline Carroll Madison and Clarence Madison, her husband, as provided by law, giving notice to the said Madeline Carroll Madison and Clarence Madison, her husband, non-residents of the State of Maryland, of the object and substance of this Bill of Complaint, and commanding them to be and appear in this Court, in person or by solicitor, at some certain date to be named therein, and answer the premises and abide by and perform such decree as may be passed therein.

2

AND AS IN DUTY BOUND, ETC.

Frances H. Carroll
Frances H. Carroll

Maggie Carroll Foote
Maggie Carroll Foote

William Foote
William Foote

PLAINTIFFS

John H. Hopkins IV
Solicitor for Plaintiffs,
John H. Hopkins, IV,
15 School Street,
Annapolis, Maryland

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 Frances H. Carroll, widow, and Maggie Carroll Foote and William Foote, her husband, and they made oath in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and correct to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Margaret B. Hendrix
Margaret B. Hendrix Notary Public

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THIS DEED, made this 16th day of January, in the year nineteen hundred and thirty-one, by and between James H. Wells and Elizabeth Wells, his wife, parties of the first part, Grantors, and Joseph Carroll, party of the second part, Grantee, all of Anne Arundel County, State of Maryland, WITNESSETH:

THAT for and in consideration of the sum of Five Dollars and other good and valuable considerations paid by the said party of the second part to the said parties of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said Joseph Carroll, his heirs and assigns in fee simple, all that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, near Camp Parole, and particularly described as follows:

BEGINNING for the same at a point on the northwest side of a fifteen foot road (with use in common) distant north 27 degrees 57 minutes east 342.0 feet from the end of the third line of the conveyance from James H. Wells and Elizabeth Wells to Paul Ballard and wife as recorded in Liber F.S.R. No. 15, folio 453 etc, one of the land records for Anne Arundel County; thence leaving said road and running across the whole tract north 62 degrees 3 feet west 249.2 feet to intersect the north 82 degrees 42 minutes east outline of the conveyance from Irene Tydings et al to James H. Wells and wife, as recorded in Liber F.S.R. No. 9, folio 20 etc; thence with said line north 82 degrees 42 minutes east 306.0 feet more or less to intersect the said northwest side of the said fifteen foot road; thence running with said side of said road south 27 degrees 57 minutes west 181.6 feet to the point of beginning. Containing fifty-two one hundredths acres of land more or less, according to a survey thereof made by Edward Hall, Jr., Surveyor, January, 1931. Being a part of the

ENJAMIN MICHAELSON
ATTORNEY AT LAW
ANNAPOLIS, MD.

Examiner's Exhibit No. 1
Carroll, et al. vs. Madison, et al.
No. 11,218 Equity
filed 4/22/55 CWC.

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Plaintiffs Exhibit "A"
Filed 22 Dec., 1954 Refiled 3 May, 1955

LIBER 93 PAGE 45

same property which was conveyed to the said James H. Wells and Elizabeth Wells, his wife, by Irene Tydings, et al by deed dated January 3, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 9, folio 20 etc.

TOGETHER WITH the buildings and improvements thereon erected, made or being and each 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 above described property unto and to the proper use and benefit of the said Joseph Carroll, his heirs and assigns in fee simple forever.

AND the said parties of the first part do hereby covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurance of said land as may be requisite.

Witness the hands and seals of the said parties of the first part, Grantors.

TEST: Benjamin Michaelson

James H. Wells (SEAL)

Elizabeth Wells (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 16th day of January, 1931, before me, the subscriber a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared James H. Wells and Elizabeth Wells, his wife, parties of the first part, Grantors, and duly acknowledged the aforegoing instrument to be their act and DEED.

Witness my hand and Notarial Seal.

Benjamin Michaelson

NOTARY PUBLIC

BENJAMIN MICHAELSON
ATTORNEY AT LAW
ANNAPOLIS, MD.

5

D-E-E-D.

From

James H. Wells and
Elizabeth Wells, his wife.

To

Joseph Carroll.

Lot of ground in the Second Election District of Anne Arundel County, Maryland.

Received for Record 23 day of Jany 31 2.30 [illegible] and [illegible] F. S. R., [illegible] 82 184 Land Records of [illegible] County
FRANK [illegible] Clerk

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD.

$ 2.25 Paid

LIBER 93 PAGE 47

FRANCES H. CARROLL 48 Hutton Place, Annapolis, Maryland, and MAGGIE CARROLL FOOTE and WILLIAM FOOTE, her husband, 102 South Street, Annapolis, Maryland, Plaintiffs	:	No. 11,218 EQUITY IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
MADELINE CARROLL MADISON and CLARENCE MADISON, her husband, 6600 Ross Street Germantown, Pennsylvania, Defendants	:	

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

ORDER OF PUBLICATION

The Object of this suit is for the Partition sale of real estate in the City of Annapolis, Anne Arundel County, Maryland.

The Bill states that Joseph Carroll, died intestate, on or about August 14, 1951, seized and possessed of fifty-two one hundredths (0.52) acres of land in the City Of Annapolis aforesaid, leaving surviving him as his only heirs at law and next of kin, Frances H. Carroll, his widow, and two daughters, Maggie Carroll Foote and Madeline Carroll Madison; that the said Joseph Carroll left no personal estate and there has been no administration of his estate; that the Plaintiffs own an undivided interest in the said real estate, as tenants in common, with the defendants and that said property is not susceptible of partition in kind between the parties without material loss or injury and that it would be to the best interests of all the parties that said real estate be sold and the proceeds divided among them accodding to their respective interests; thatthe defendants are non-residents of the State of Maryland.

It is thereupon ordered by the Circuit Court for Anne Arundel County, in Equity, this 22 day of December, 1954, that the Plaintiffs, by causing a copy of this Order to be served on the non-resident defendants, giving them notice of the object and substance of said Bill of Complaint and warming them to be and appear in this Court in person or by Solicitor, within thirty (30) days after this Order of Publication is served on them, to show cause, if any

Filed 22 dec, 1954

they may have, why a decree should not be granted as therein prayed.

John H. Hopkins, Jr.
Clerk

To be signed & Notary
[illegible] and returned

LIBER 93 PAGE 48

FRANCES H. CARROLL, and MAGGIE CARROLL FOOTE and WILLIAM FOOTE, her husband,	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS.	*	FOR
MADELINE CARROLL MADISON and CLARENCE MADISON, her husband,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,218 EQUITY

* * * * *

AFFIDAVIT OF SERVICE

* * * * *

STATE OF PENNSYLVANIA, County of Phila, to wit:

I hereby certify, that on this 21 day of January, 1955, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared MADELINE CARROLL MADISON and CLARENCE MADISON, her husband, who acknowledged receipt of a copy of the Bill of Complaint and a copy of the Order of Publication in the above titled case; and that said acknowledgment of receipt of the papers aforesaid was made at No. 6631 Ross Street, Phila, Pennsylvania.

Witness my hand and Notarial Seal the day and year first above written.

[signature]
Notary Public

OAH A. HILLMAN
ATTORNEY AT LAW
..POLIS, MARYLAND

Filed 31 Jan., 1955

LIBER 93 PAGE 49

FRANCES H. CARROLL, and MAGGIE CARROLL FOOTE and WILLIAM FOOTE, her husband,	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS.	*	FOR
MADELINE CARROLL MADISON and CLARENCE MADISON, her husband,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,218 EQUITY

* * * * *

A N S W E R

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Madeline Carroll Madison and Clarence Madison, her husband, to the Bill of Complaint in this cause, respectfully shows:

1. That they admit the allegations of paragraphs One and Two of the Bill of Complaint.

2. That they believe the allegations of paragraph Three are correct.

3. That they admit the allegations of paragraphs Four, Five and Six thereof.

Wherefore, having answered the Bill of Complaint as fully as they can, these Defendants pray to be dismissed with costs.

Noah A. Hillman
Solicitor for Defendants

Madeline Carroll Madison
Madeline Carroll Madison

Clarence Madison
Clarence Madison

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 31 Jan., 1955

STATE OF PENNSYLVANIA, County of Phil., to wit:

I hereby certify, that on this 21 day of January, 1955, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for the County aforesaid, personally appeared MADELINE CARROLL MADISON and CLARENCE MADISON, her husband, who made oath in due form of law that the matters and facts set forth in the foregoing Answer are true to the best of their knowledge and belief.

As witness my hand and Notarial Seal.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 93 PAGE 51

FRANCES H. CARROLL, ET AL,	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
MADELINE CARROLL MADISON, ET AL,	*	NO. 11,218 EQUITY

* * * * * * * * * *

CONSENT TO DECREE FOR SALE OF REAL ESTATE

The Plaintiffs, by John H. Hopkins, IV, their Solicitor, and the Defendants, by Noah A. Hillman, their Solicitor, herewith consent to a Decree for the sale of the real estate mentioned in this proceeding and respectfully represent:

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

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

John H. Hopkins, IV,
Solicitor for Plaintiffs

Noah A. Hillman,
Solicitor for Defendants

Filed 18 Mar. 1955

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LIBER 93 PAGE 52

FRANCES CARROLL, and MAGGIE CARROLL FOOTE and WILLIAM FOOTE, her husband,	:	IN
	:	THE CIRCUIT COURT
	:	
	:	FOR
VS.		
		ANNE ARUNDEL COUNTY
MADELINE CARROLL MADISON and CLARENCE MADISON, her husband	:	
	;	No. 11,218 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

April 22, 1955

Present:

Mr. John H. Hopkins, IV, Solicitor for Plaintiffs.

Mr. Noah A. Hillman, Solicitor for Defendants.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Maggie Carroll Foote, pages 2, 3.

SIGNATURE WAIVED BY CONSENT OF COUNSEL.

Filed 3 May, 1955.

13

Maggie Carroll Foote, a witness of lawful age, having been first duly sworn, deposes and says:

(Mr. Hillman)

1. Will you state your full name and address?

A. Maggie Carroll Foote, 102 South Street, Annapolis, Md.

2. Who was Joseph Carroll?

A. That is my father.

3. When did he die?

A. August 14, 1951.

4. Did he leave a will or did he die intestate?

A. He didn't leave no will.

5. Who did your father leave surviving him as heirs at law?

A. His wife, Frances Carroll, and two daughters, Madeline Madison and myself.

6. Is Madeline Madison over 21 years of age?

A. Yes, she is 42.

7. How old are you?

A. 46.

8. Is your stepmother, Frances Carroll, over 21 years of age?

A. She is over that.

9. Did your father die seized and possessed of any real estate?

A. Yes.

10. I show you an original deed, dated January 16, 1931, from James H. Wells and Elizabeth Wells, his wife, to Joseph Carroll, is this the property your father left?

A. Yes it is. DEED FILED WITH BILL OF COMPLAINT MARKED EXAMINER'S EX. 1)

11. Where is the property located?

A. At Parole, Adams Drive; it used to be Simm's Crossing.

12. Is that within the City limits of Annapolis?

A. Yes.

13. What improvements, if any, are on the property?

A. An old stable and shack.

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14. Did your father leave any personal estate?

A. No.

15. Has there been any administration on the estate?

A. No.

16. Did your father leave any other real estate that you know of anywhere?

A. No.

17. Does this property produce any income?

A. No.

18. What do you think is the best thing to do with it?

A. Sell it and divide it up between us three.

19. Is it possible to divide the land in three equal amounts or must it be sold and the proceeds divided?

A. It cannot be divided.

20. You think it best to sell the property and divide the money according to law?

A. That's right.

21. Can you place an approximate value on the property considering its condition?

A. I would say from four to five thousand dollars.

(Mr. Cunningham)

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

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

Witness my hand and seal this 3rd day of May, 1955.

Chapman W. Cunningham, Examiner (SEAL)

C.W.C.$10.00
K.H.McC. $5.00

16.

FRANCES H. CARROLL, ET AL,	*	IN THE CIRCUIT COURT
	*	FOR
VS.	*	ANNE ARUNDEL COUNTY
MADELINE CARROLL ~~FOOTE~~ MADISON, ET AL,	*	NO. 11,218 EQUITY

* * * * * * * * * *

DECREE FOR THE SALE OF REAL ESTATE

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

Whereupon, it is this 3rd day of May, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED:

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

2. That John H. Hopkins, IV, and Noah A. Hillman be, and they are hereby, appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

They shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves, with a surety or sureties to be approved by the Clerk of this Court, in the penalty of Five Thousand Dollars ($5,000.00), conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future order or decree in the premises; they shall proceed to make the said sale, having first given at least three weeks' notice, by inserting in some newspaper published in Anne Arundel County or such other notice that they may think proper, of the time, place, manner and terms of sale, which terms shall be:

A deposit of Five Hundred Dollars ($500.00) to be paid at the time of sale. Balance to be paid upon final ratification by this Court, or all cash at time of sale at option of the purchaser. Deferred payment to bear interest at rate of six per cent (6%) from day of sale. Taxes and other charges to be adjusted to date of sale.

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

Filed 3 May, 1955.

17

Upon ratification of such sale by this Court, and on the payment of the whole purchase money (and not before) the said Trustees by good and sufficient deed to be executed and acknowledged agreeably to Law, shall convey to the purchaser or purchasers of said property free, clear and discharged of all claims of the parties to this cause, and of any person claiming by, from or under them or either of them.

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

AND it is further adjudged, ordered and decreed that the said Trustees, at the time the said property is advertised for sale, publish a notice to creditors, giving notice to any creditors of Joseph Carroll, whose estate was not administered in the Orphans Court for Anne Arundel County, and any other parties to this suit, to file their claims against said parties or decedent, with the Clerk of this Court, within ninety (90) days from the date of the first insertion of the advertisement of sale, in these proceedings.

Benjamin Michaelson
Judge

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LIBER 93 PAGE 58 ✓

No. 11,218 Equity.

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Noah A. Hillman and John H. Hopkins, IV, of Anne Arundel County, State of Maryland, as Principals, 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 attorneys, to which payment well and truly to be made and done webind ourselves, and each of us, our and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals and dated this 9th day of May, 1955.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Frances H. Carroll, et al, vs. Madeline Carroll Madison, et al," No. 11,218 Equity, dated May 3, 1955, Noah A. Hillman and John H. Hopkins, IV, were appointed Trustees to make sale of the property described in said proceedings, and the said Noah A. Hillman and John H. Hopkins, IV, are about toexecute said power and make sale of the property described in said proceedings,

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden 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 said property, or to the proceeds thereof, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Naomi K. Cox
Naomi K. Cox

Virginia S. Hubbard
Virginia S. Hubbard

Noah A. Hillman (SEAL)
Noah A. Hillman, Principal

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

GLOBE INDEMNITY COMPANY, a body corporate

By Margaret B. Hendrix
Margaret B. Hendrix, Attorney-in-fact

Surety

Approved this 9 May, 1955.
John H. Hopkins, 3rd, Clerk.

19 Filed 9 May, 1955.

GEORGE SCIBLE - - - - - - - - - - - - - - - - Auctioneer

JOHN H. HOPKINS IV &
NOAH A. HILLMAN, Solicitors
Annapolis, Maryland

TRUSTEES' SALE

FEE SIMPLE PROPERTY

IN THE CITY OF ANNAPOLIS

SITUATE ON THE SOUTHWEST CORNER OF CEDAR PARK ROAD AND NORTH WINDELL ROAD.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, dated the 3rd day of May 1955, passed in a cause in said Court pending, in which Frances H. Carroll, et al are Plaintiffs and Madeline Carroll Madison, et al are Defendants, being No. 11,218 Equity, the undersigned Trustees will offer at Public Sale ON THE PREMISES, on

Wednesday, June 15th, 1955

AT 10:30 A.M.

All that lot of ground containing 0.52 acre, more or less, which was conveyed to Joseph Carroll (now deceased) by James H. Wells and Elizabeth Wells, his wife, by Deed dated January 16, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 82, folio 184.

IMPROVEMENTS—Old stable and one-room shack.

TERMS OF SALE—A deposit of $500.00 to be paid at the time of sale. Balance of purchase money to be paid upon final ratification of sale, or all cash at time of sale, at option of purchaser. Deferred payment to bear interest at rate of six per cent (6%) from day of sale. Taxes and other charges to be adjusted to day of sale.

JOHN H. HOPKINS IV &
NOAH A. HILLMAN,
Trustees.

EXHIBIT - Hand Bill, Purchaser's Agreement & Auctioneer's Certificate
Filed 17 June, 1955.

PURCHASER'S AGREEMENT

I HEREBY CERTIFY that I have this 15th day of June, 1955, purchased the property mentioned in these proceedings from John H. Hopkins, IV and Noah A. Hillman, Attorneys named as Trustees, for the sum of Twenty Three Hundred - Dollars and I hereby agree to comply with the terms of sale.

WITNESS my hand and seal.

TEST:

J. Kent Worthington — /Charles H. Hugg (SEAL)

/ Marilyn E. Hugg (SEAL)
Purchaser

AUCTIONEER'S CERTIFICATE

I HEREBY CERTIFY that I have this 15th day of June, 1955, sold the property mentioned in these proceedings to Charles H. Hugg + Marilyn E. Hugg his wife for the sum of Twenty Three Hundred Dollars, he being at that price the highest bidder therefor.

WITNESS my hand and seal.

TEST:

J. Kent Worthington — George W. Scible (SEAL)
George W. Scible, Auctioneer

Filed 17 June, 1955.

FRANCES H. CARROLL, ET AL,	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS.	*	FOR
MADELINE CARROLL MADISON, ET UX,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,218 EQUITY

* * * * *

REPORT OF SALE

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of John H. Hopkins, IV and Noah A. Hillman, Trustees in the above matter, duly appointed by Decree of this Court to make sale of the real estate herein mentioned, respectfully show:

1. That after giving bond with security for the faithful performance of their trust, and after having complied with all other prerequisites as required by law and the said Decree, giving notice of the time, place, manner and terms of sale and by posting handbills on the property and elsewhere, they did, pursuant to said notice, attend on the premises, on the 15th day of June, 1955 at 10:30 o'clock a.m., and then and there proceeded to sell said property.

2. That they sold the said real estate unto Charles H. Hugg and Marilyn E. Hugg, his wife, they being then and there the highest bidder therefor, at and for the sum of twenty-three hundred ($ 2300.00) dollars. The property being all that lot of ground containing 0.52 acre, more or less, which was conveyed to Joseph Carroll by James H. Wells and wife by deed dated January 16, 1931 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 82, folio 184 and being situate on the Southwest corner of Cedar Park Road and North Windell Road in the City of Annapolis (formerly Second Election District of Anne Arundel County). The improvements thereon being an old stable and one room shack.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 17 June, 1955.

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3. That the terms of said sale required a deposit of five hundred ($ 500.00) dollars to be paid, which was paid, balance to be paid upon final ratification. Deferred payment to bear interest at the rate of six per cent from day of sale, taxes and other charges to be adjusted to day of sale.

4. The Trustees file herewith a printed handbill on the reverse side of which is the agreement of the purchaser and Auctioneer's certificate of which they pray to be taken as a part hereof.

Respectfully submitted,

John H. Hopkins IV

Noah A. Hillman

Trustees

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 17 day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JOHN H. HOPKINS IV and NOAH A. HILLMAN and made oath in due form of law that the matters and things set forth in the foregoing Report are true to the best of their knowledge and belief; and that the sale therein reported was fairly made.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

ORDER NISI

Frances H. Carroll and
Maggie Carroll Foote and
William Foote, her husband

versus

Madeline Carroll Madison and
Clarence Madison, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,218 Equity

Ordered, this 17 day of June, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by John H. Hopkins, IV, and Noah A. Hillman, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22 day of July next.

The report states that the amount of sale was $ 2,300.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 17 June, 1955.

(Final Order)

Frances H. Carroll and
Maggie Carroll Foote and
William Foote, her husband

versus

Madeline Carroll Madison and
Clarence Madison, her husband

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of July, 1955, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 27 July, 1955.

LIBER 93 PAGE 64

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,218 Equity
FRANCES H. CARROLL and MAGGIE CARROLL FOOTE and WILLIAM FOOTE, her husband,
versus
MADELINE CARROLL MADISON and CLARENCE MADISON, her husband.

Ordered, this 17th day of June, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by John H. Hopkins, IV, and Noah A. Hillman, trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 22nd day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 22nd day of July next.

The report states that the amount of sale was $2,300.00

JOHN H. HOPKINS, 3rd, Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd, Clerk.
jy-9

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 25, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,218

Madeline Carroll Madison

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 July, 1955. The first insertion being made the 18th day of June, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tilghman

No. E.C. 8159

Filed 26 July, 1955.

LIBER 93 PAGE 65

Legal Notices

JOHN H. HOPKINS IV &
NOAH A. HILLMAN—Solicitors
Annapolis, Maryland

TRUSTEES' SALE
FEE SIMPLE PROPERTY
IN CITY OF ANNAPOLIS
Situate on the Southwest Corner of Cedar Park Road and North Windell Road.

Under and by virtue of a Decree of the Circuit Court for Anne Arundel County, in Equity, dated the 3rd day of May, 1955, passed in a cause in said Court pending, in which Frances H. Carroll, et al are Plaintiffs and Madeline Carroll Madison, et al are Defendants, being No. 11,218 Equity, the undersigned Trustees will offer at Public Sale ON THE PREMISES, on

WEDNESDAY, JUNE 15, 1955,
AT 10:30 A. M.

All that lot of ground containing 0.52 acre, more or less, which was conveyed to Joseph Carroll (now deceased) by James H. Wells and Elizabeth Wells, his wife, by Deed dated January 16, 1931 and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 82, folio 184.

IMPROVEMENTS—Old stable and one-room shack.

TERMS OF SALE—A deposit of $500.00 to be paid at the time of sale. Balance of purchase money to be paid upon final ratification of sale, or all cash at time of sale, at option of purchaser. Deferred payment to bear interest at rate of six per cent (6%) from day of sale. Taxes and other charges to be adjusted to day of sale.

JOHN H. HOPKINS IV &
NOAH A. HILLMAN,
Trustees.

GEORGE SCIBLE, Auctioneer.

No. E.-C. .....

2.6

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18, 1955

We hereby certify, that the annexed

Trustees' Sale

Eq. 11,218

Frances H. Carroll

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1955. The first insertion being made the 17th day of May, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Vilghman

Filed 19 Aug., 1955.

LIBER 93 PAGE 66

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 18, 1955

We hereby certify, that the annexed

Notice to Creditors

Eq. 11,218.

Francis H. Carroll

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 15th day of June, 1955. The first insertion being made the 12th day of May, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 19 Aug., 1955.

NOTICE TO CREDITORS

NO. 11,218 EQUITY
FRANCES H. CARROLL, ET AL
Vs.
MADELINE CARROLL MADISON, ET AL

Notice is hereby given that all persons having claims against Joseph Carroll, deceased, or against any other parties of interest in the aforementioned cause, should file the same with the vouchers thereof in said cause pending in the Circuit Court for Anne Arundel County within ninety (90) days from May 17, 1955; otherwise said claims shall be forever barred.

JOHN H. HOPKINS IV &
NOAH A. HILLMAN,
Trustees.

ju-14

No. E. C. .....
27

LIBER 93 PAGE 67

In the Case of

Frances H. Carroll,
et al

VS.

Madeline Carroll Madison,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,218 Equity

To the Honorable, the Judges of said Court:

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

September 2, 1955

All of which is respectfully submitted.

Laura M. Hosking
Auditor.

Filed 7 Sept., 1955.

Auditor.

Dr. Frances H. Carroll, et al vs. Madeline Carroll Madison and husband in ac.

To Trustees for Commissions, viz:	102 41	102 41
To Trustees for Court costs, viz:		
Plaintiffs' Solicitor's appearance fee	10 00	
Defendants' Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	41 00	
Chipman W. Cunningham - Examiner's fee	10 00	
Katharine H. McCutchan - stenographer's fee	5 00	
Auditor - stating this account	27 00	103 00
To Trustees for Expenses, viz:		
Capital-Gazette Press - advertising sale and notice to creditors	38 76	
Speer Publications, Inc. - handbills	10 92	
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	30 00	
One-half Federal documentary stamps	1 38	
One-half State documentary stamps	1 37	
Naomi K. Cox - notary fees	1 25	117 68
To Trustees for Taxes, viz:		
Costs and interest, 1952 State and County taxes (tax sale)	5 45	
1953 State and County Taxes	17 68	
1954 State and County taxes	26 73	
1955 State and County taxes	16 29	
1952 Annapolis City taxes	13 57	
1953 Annapolis City taxes	13 95	
1954 Annapolis City taxes	13 14	106 81
To Trustees for Claims Filed against Estate of Joseph Carroll, deceased, viz.		
(1) T. Kent Worthington - amount paid by him on promissory note of deceased $375.00; Interest from 6/7/50 to 10/7/55 120.00 (Order 8/4/55)	495 00	
(2) Maggie Carroll Foote - money advanced for taxes, etc. (Order 8/13/55)	138 24	633 24

LIBER 93 PAGE 69

BALANCE FOR DISTRIBUTION	$1,259.20		
Distributed to the heirs at law of Joseph Carroll, deceased, viz:			
(1) To Frances Carroll, Widow - one-third	$419.74		
Less direct inheritance tax	4.20	415 54	
(2) To Maggie Carroll Foote, daughter- one-third	$419.73		
Less direct inheritance tax	4.20	415 53	
(3) To Madeline Carroll Madison, daughter- one-third	$ 419.73		
Less direct inheritance tax	4.19	415 54	
To H. S. Clarke, Register of Wills - total direct inheritance tax		12 59	1,259 20
			2,322 34

with John H. Hopkins, IV, and Noah A. Hillman, Trustees

Cr.

1955				
June	15	Proceeds of Sale	2,300 00	
		Interest on deferred payment	13 50	2,313 50
		Refund 1955 State and County taxes- adjusted to 6/15/55	8 84	8 84
			2,322 34	

ORDER NISI LIBER 93 PAGE 71

Frances H. Carroll,
et al
VERSUS
Madeline Carroll Madison
et vir

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,218 Equity.

ORDERED, This 7 day of September, 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 11 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of October next.

George T. Cromwell, Clerk.

Filed 7 Sept., 1955.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of October, 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.

[illegible]

OFFICE OF

Evening Capital

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THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,218 EQUITY
FRANCES H. CARROLL,
et al
vs.
MADELINE CARROLL MADISON,
et vir.

Ordered, this 7th day of September, 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 11th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of October next.

GEORGE T. CROMWELL, Clerk,
True Copy. TEST:
GEORGE T. CROMWELL, Clerk.
s-23

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 7, 1955

We hereby certify, that the annexed Order Nisi Eq. 11,218 Auditor Account Madeline Carroll Madison 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 11th day of October, 1955. The first insertion being made the 9th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. .....

32

Filed: 10 Oct. 1955

ALBERT H. WATERS and
VIRGINIA W. WATERS, his wife
Twin Oaks Road,
Linthicum Heights, Maryland

PLAINTIFFS

vs.

ELIJAH C. OLIPHANT and
ELLEN R. OLIPHANT, his wife,
5801 Atlantic Avenue
Ventnor, New Jersey,

ALVIN G. BRANHAM, and
OTIS L. WILLIAMS
1121 Vermont Avenue, N.W.
Washington, D. C.,

FRANK DUBINSKY
226 South Paca Street
Baltimore, Maryland

EDWARD AARON SHEPHERD,
113 Water Street
Baltimore, Maryland

GEORGE W. FRENCH,
1511 Orleans Street
Baltimore, Maryland,

ANNA MARIE ASCHENBACH,
3306 Leverton Avenue,
Baltimore, Maryland

ANNA LAAGE,
313 S. Smallwood Street
Baltimore, Maryland

WILLIAM P. CHESSHIRE, and
MYRTLE E. LATHAM,
827 Light Street
Baltimore, Maryland,
MILDRED G. HORSLEY, and
HILDA HORSLEY,
Woods Crossroads, Virginia
HOLLAND L. WALKER, and
JOHN R. WALKER,
Glen Burnie, Maryland
Heirs and Next of Kin of
ESTHER L. CHESSHIRE, DECEASED,

AND ALL OTHER PERSONS CLAIMING
BY, THROUGH OR UNDER THEM TO HAVE
ANY INTEREST IN THE PROPERTY
WHICH IS THE SUBJECT MATTER OF
THESE PROCEEDINGS.

DEFENDANTS

* * * * * * *

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,304 EQUITY

Filed 28 Mar., 1955.

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orator, complaining, says:

1. That on or about January 24, 1955, the Certificates of Tax Sale attached hereto were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, in accordance with the provisions of Section 97 of Article 81 of the Annotated Code of Maryland, 1951 Edition, and duly assigned to your orators by the County Commissioners of Anne Arundel County, the purchasers therein, and said Certificates are prayed tobe taken as a part hereof.

2. That the property mentioned in said Certificates is situate in the Fourth Election District of Anne Arundel County, and is particularly described on a Plat of Cedarhurst, recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. 3, folio 37, as follows:

Certificate No. 2083 - Lots Nos. 1, 2, 3, 4, and 5 in Block 4. Being the identical lots of ground described less particularly in the said Certificate, and assessed on the date of Collector's Sale to Elijah and Ellen Oliphant whose last known address was 5801 Atlantic Avenue, Ventnor, New Jersey. The amount due on date of the sale was $21.06.

Certificate No. 2084 - Lots Nos. 29, 30, and 31 in Block 7. Being the identical lots of ground described less particularly in the said Certificate, and assessed on the date of Collector's Sale to Alvin G. Branham and Otis L. Williams whose last known address was 1121 Vermont Avenue, Northwest, Washington D. C. The amount due on date of the sale was $16.77.

Certificate No. 2085 - Lots Nos. 47, 48, 49, 50, 51, and 52 in Block 5. Being the identical lots of ground described less particularly in thesaid Certificate, and assessed on the date of Collector's Sale to Esther L. Chesshire, who according to the Records in the Orphans Court for Anne Arundel County departed this life intestate in July, 1930, leaving surviving as her only heirs of law and next of kin, her husband, William P. Chesshire, and the following sons and daughters: Mildred G.

2

Horsley, Hilda Horsley, Holland L. Walker, John R. Walker, and Myrtle E. Latham, all of whom are named as defendants herein. The amount due on date of the sale was $38.00.

Certificate No. 2086 - Lots Nos. 4, 5, and 6 in Block 13. Being the identical lots of ground described less particularly in the said Certificate, and assessed on the date of Collector's Sale to Frank Dubinsky, whose last known address was 226 Bouth Paca Street, Baltimore, Maryland. The amount due on date of the sale was $30.00.

Certificate No. 2087 - Lots Nos. 44, 45, and 46 in Block 7. Being the identical lots of ground described less particularly in the said Certificate, and assessed on the date of Collector's Sale to Edward A. Shepherd, whose last known address was 113 Water Street, Baltimore, Maryland. The amount due on date of the sale was $40.00.

Certificate No. 2088 - Lots Nos. 53, 54, 55, 56, 57, and 58 in Block 9. Being the identical lots of ground described less particularly in the said Certificate, and assessed on the date of Collector's Sale to George W. French, whose last known address was 1511 Orleans Street, Baltimore, Maryland. The amount due on date of the sale was $40.00.

Certificate No. 2089 - Lots Nos. 6, 7, 8, 9, 10, and 11 in Block 5. Being the identical lots of ground described less particularly in the said Certificate, and assessed on the date of Collector's Sale to Anna Marie Aschenbach, whose last known address was 3306 Leverton Avenue, Baltimore, Maryland. The amount due on date of the sale was $39.00.

Certificate No. 2090 - Lots Nos. 49, 50, 51, 52, 53, and 54, in Block 4. Being the identical lots of ground described less particularly in thesaid Certificate, and assessed on the date of Collector's Sale to Anna Laage, whose last known address was Dorsey, Anne Arundel County, Maryland. The amount due on date of the sale was $19.96.

3. That the aforesaid properties have not been redeemed by any Party in interest, although more than one year and one day from the date of the sale has expired.

4. The Plaintiff prays for process directed to the Defendants at their last known addresses as shown in the title to these proceedings; a copy of this Bill of Complaint has been mailed to each of the aforesaid Defendants at their aforesaid last known addresses.

5. The Plaintiff prays for an order of publication directed to all parties in interest in the hereinbefore described properties.

6. Attached hereto as Exhibits "A" are the aforesaid Certificates of Tax Nos. 2083, 2084, 2085, 2086, 2087, 2088, 2089, and 2090.

7. To redeem the properties it is necessary for the Defendants to pay the sums as set out after the descriptions of each property, with interest from the date of sale, all taxes, interest and penalties accruing subsequent to the day of sale which have actually been paid by the Plaintiffs and any reimbursement due the plaintiffs under Section 91 and 92 of the Annotated Code of Maryland, 1951 Edition.

8. The Plaintiffs pray the Court to pass a final decree foreclosing all rights of redemption of the Defendants in and to the properties described herein.

AND AS IN DUTY BOUND, ETC.

Albert H. Waters

Albert H. Waters, Plaintiff

Virginia W. Waters

Virginia W. Waters

John H. Hopkins, IV
Solicitor for Plaintiff,

15 School Street
Annapolis, Maryland

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 25th 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 H. Waters and Virginia H. Waters and acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

WITNESS my hand and Notarial Seal.

Henry J. Pajiff Notary Public

4

2083

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 14 1941, I sold to A A Co Comm at public auction for the sum of 21 Dollars and 06 Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 1 - 5 Inc. Blk 4 situated at Cedarhurst A A Co.

and assessed to Elijah O & Ellen Oliphant

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, 1942, 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 January 1955

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct.:

I hereby certify, that on this 24 day of ~~October~~ January 1955, 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 A.
Filed 28 Mar., 1955

5

I HEREBY CERTIFY that the property covered by this Certificate of Tax Sale is now assessed on the tax books in the name of Albert H. Waters and Virginia W. Waters, his wife.

William H. Riley

William H. Riley,
Supervisor of Assessments

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale No. 2083 unto Albert H. Waters and Virginia W. Waters, his wife.

WITNESS the signature of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, attested to by its Clerk.

ATTEST:

Lucy L. Loskosky

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY: Ralph L. Lowman

Ralph L. Lowman, President

2/15/55 Approved as to Form
Marvin P. Anderson
Counsel

2084

CERTIFICATE OF TAX SALE

I, Joseph H Griscom Sr, Successor to Joseph H Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13 1936, I sold to A A Co Comm. at public auction for the sum of 16 $ Dollars and 77 and reported to the Clerk of the Court as 13.77 Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 29-30-31 Blk 7 as shown on the plat of Cedarhurst

and assessed to Alvin H Branham & Otis L Williams

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14 1937, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 24 day of January 1955

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24 day of ~~October~~ January, 1955, 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 [illegible]
Notary Public.

My Commission Expires May 2, 1955

Exhibit A.
Filed 28 Mar., 1955

I HEREBY CERTIFY that the property covered by this Certificate of Tax Sale is now assessed on the tax books in the name of Albert H. Waters and Virginia W. Waters, his wife.

William H. Riley
William H. Riley,
Supervisor of Assessments

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale No. 2084 unto Albert H. Waters and Virginia W. Waters, his wife.

Witness the signature of Ralph L. Lawson, President of County Commissioners of Anne Arundel County, a body corporate, attested to by its Clerk.

ATTEST:
Lucy Lowndes, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
BY: Ralph L. Lawson
Ralph L. Lawson, President

2/10/55
Approved as to form:
Wilson L. Anderson, Counsel

OK 2085

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 11, 1932, I sold to A A Co Comm. at public auction for the sum of 38 Dollars and — Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 47-48-49-50-51-52 in Block No 5 on the plat of Cedarhurst

and assessed to Esther L. Chesshire

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, 1933, 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 January 1955

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct.

I hereby certify, that on this 24 day of ~~October~~ January, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, ..., 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 A
Filed 28 Mar., 1955

7

I HEREBY CERTIFY that the property covered by this Certificate of Tax Sale is now assessed on the tax books in the name of Albert H. Waters and Virginia W. Waters, his wife.

William H. Riley
William H. Riley,
Supervisor of Assessments

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale No. 2085 unto Albert H. Waters and Virginia W. Waters, his wife.

Witness the signature of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, attested to by its Clerk.

ATTEST:
Lucy Lockerby, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
BY: Ralph L. Lowman
Ralph L. Lowman, President

2/15/55
Approved as to form:
Maurice A. Anderson, Counsel.

LIBER 93 PAGE 82

2086

CERTIFICATE OF TAX SALE

I, Joseph N Gresham 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~~ November 14, 1933, I sold to A A Co. Comm. at public auction for the sum of 30 Dollars and — Cents, of which ..... Dollars has been paid as a deposit on the property in 4 Districts described as Lots No. 4-5-6 Blk 13 in the plat of Cedarhurst

and assessed to Frank Dutkiewicz

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~~ Nov. 15 1934, 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 January 19 55

Joseph N. Gresham Jr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 24 day of ~~October~~ January 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N Gresham Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

Exhibit A.
Filed 28 Mar., 1955.

8

I HEREBY CERTIFY that the property covered by this Certificate of Tax Sale is now assessed on the tax books in the name of Albert R. Waters and Virginia W. Waters, his wife.

William H. Riley,
Supervisor of Assessments

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale No. 2086 unto Albert R. Waters and Virginia W. Waters, his wife.

Witness the signature of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, attested to by its Clerk.

ATTEST:

Lucy Leatherbury, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY: Ralph L. Lowman

Ralph L. Lowman, President

7/10/55
Approved as to form:
Maurice A. Anderson, Counsel

OK

LIBER 93 PAGE 84

2087 **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~~ July 28, 1932, I sold to A A Co Comm at public auction for the sum of 40 Dollars and — Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 44-45-46 in Block 7 on the plat of Cedarhurst - Edw. A. Shepherd

and assessed to Edw. A. Shepherd

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 29 1933, 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 January 1955

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24 day of ~~October~~ January 1955, 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 5 1955

Exhibit A.
Filed 28 Mar., 1955.

9

I HEREBY CERTIFY that the property covered by this Certificate of Tax Sale is now assessed on the tax books in the name of Albert R. Waters and Virginia W. Waters, his wife.

William H. Riley
William H. Riley,
Supervisor of Assessments

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale No. 2087 unto Albert R. Waters and Virginia W. Waters, his wife.

WITNESS the signature of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, attested to by its Clerk.

ATTEST:
Lucy Lockerby
Lucy Lockerby, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY
BY: Ralph L. Lowman
Ralph L. Lowman, President

Approved as to form
Dawn D. Anderson
Counsel

LIBER 93 PAGE 86

2088

CERTIFICATE OF TAX SALE

I, Joseph N Driscoll, Successor to C Albert Hodges, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ July 28, 1932, I sold to A A Co Comm. at public auction for the sum of 40 Dollars and —— Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 53-54-55-56-57 58 Blk 9 on the plat of Cedarhurst

and assessed to Geo H Branch

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 29, 1933, 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 January 19 55

Joseph N. Driscoll Jr
Collector.

State of Maryland, Anne Arundel County, Sct: January

I hereby certify, that on this 24 day of ~~October~~, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph N Driscoll 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 Stevens
Notary Public.

My Commission Expires May 2, 1955

Exhibit A.
Filed 28 Mar., 1955.

10

I HEREBY CERTIFY that the property covered by this Certificate of Sale is to be assessed on the tax books in the name of Albert H. Waters and Virginia W. Waters, his wife.

William A. Riley,
Supervisor of Assessments

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale No. 2088 unto Albert H. Waters and Virginia W. Waters, his wife.

WITNESS the signature of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, attested to by its Clerk.

ATTEST:

Lucy Leakely, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY: Ralph L. Lowman
Ralph L. Lowman, President

4/15/55
Approved as to form:
Maurice Anderson, Counsel

OK WHR

LIBER 93 PAGE 88

2089

CERTIFICATE OF TAX SALE

I, Joseph H Gresham Jr., Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on ~~October~~ November 14, 1933, I sold to A A Co Comm: at public auction for the sum of 39 Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 6-7-8-9-10-11 in Block 5 on the Plat of Cedarhurst

and assessed to Anna Marie Aschenbach.

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~~ Nov 15, 1934, 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 January 1955

Joseph H Gresham Jr.
Collector.

State of Maryland, Anne Arundel County, Set: January

I hereby certify, that on this 24 day of ~~October~~, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Gresham Jr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Exhibit A
Filed 28 Mar., 1955

[illegible] that the property covered by this Certificate of Tax Sale is now assessed on the tax books in the name of Albert H. Waters and Virginia W. Waters, his wife.

William H. Riley
William H. Riley,
Supervisor of Assessments

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing Certificate of Tax Sale No. 2089 unto Albert H. Waters and Virginia W. Waters, his wife.

WITNESS the signature of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, attested to by its Clerk.

ATTEST:

Lucy Loskosky
Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

BY: Ralph L. Lowman
Ralph L. Lowman, President

2/15/55
Approved as to form:
Marvin S. Anderson Counsel.

DK
LOWER

LIBER 93 PAGE 90

2090

CERTIFICATE OF TAX SALE

I, Joseph H. Griscom Jr. Successor to Joseph H Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 11, 1937, I sold to A A Co Comm. at public auction for the sum of 19 Dollars and 96 Cents, of which ..... Dollars has been paid as a deposit on the property in 4 District described as Lots 49 to 54 Block 4 situated at Cedarhurst

and assessed to Anna Leage

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, 1938, 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 January 19 55

Joseph H. Griscom Jr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 24 day of ~~October~~ January, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 3, 1955

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Exhibit A.
Filed 28 Mar., 1955.

12

I HEREBY CERTIFY that the property covered by this Certificate of Tax Sale is now assessed on the tax books in the name of Albert H. Waters and Virginia W. Waters, his wife.

William H. Riley

William H. Riley,
Supervisor of Assessments

For value received, County Commissioners of Anne Arundel County, a body corporate, hereby assigns all its right, title and interest in the foregoing of Certificate of Tax Sale No. 2090 unto Albert H. Waters and Virginia W. Waters, his wife.

WITNESS the signature of Ralph L. Lowman, President of County Commissioners of Anne Arundel County, a body corporate, attested to by its Clerk.

ATTEST:

Lucy Loskosky

Lucy Loskosky, Clerk

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By: Ralph L. Lowman

Ralph L. Lowman, President

2/15/55
Approved as to form.
Marvin J. Anderson, Counsel.

ALBERT H. WATERS and
VIRGINIA W. WATERS, his wife,
Twin Oaks Road,
Linthicum Heights, Maryland

PLAINTIFFS

vs.

ELIJAH C. OLIPHANT and
ELLEN R. OLIPHANT, his wife,
5801 Atlantic Avenue
Ventnor, New Jersey,
ALVIN G. BRANHAM and
OTIS L. WILLIAMS,
1121 Vermont Avenue, N.W.,
Washington, D.C.
FRANK DUBINSKY,
226 South Paca Street,
Baltimore, Maryland
EDWARD AARON SHEPHERD,
113 Water Street,
Baltimore, Maryland
GEORGE W. FRENCH,
1511 Orleans Street,
Baltimore, Maryland
ANNA MARIE ASCHENBACH,
3306 Leverton Avenue,
Baltimore, Maryland
ANNA LAAGE,
313 S. Smallwood Street,
Baltimore, Maryland
WILLIAM P. CHESSHIRE and
MYRTLE E. LATHAM,
827 Light Street,
Baltimore, Maryland
MILDRED G. HORSLEY and
HILDA HORSLEY,
Woods Crossroads, Virginia
HOLLAND L. WALKER and
JOHN P. WALKER,
Glen Burnie, Maryland
Heirs and Next of Kin of
ESTHER L. CHESSHIRE, DECEASED,
AND ALL OTHER PERSONS CLAIMING
BY, THROUGH OR UNDER THEM TO HAVE
ANY INTEREST IN THE PROPERTY
WHICH IS THE SUBJECT MATTER OF
THESE PROCEEDINGS

DEFENDANTS

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11314 EQUITY

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners for Anne Arundel County and by mesne assignment, to the Plaintiffs in the proceeding.

Lots Nos. 1, 2, 3, 4, 5, 49, 50, 51, 52, 53 and 54, Block 4; Lots Nos. 6, 7, 8, 9, 10, 11, 47, 48, 49, 50, 51 and 52, Block 5; Lots Nos. 29, 30, 31, 44, 45 and 46, Block 7; Lots Nos. 53, 54, 55, 56, 57 and 58, Block 9; Lots Nos. 4, 5 and 6, Block 13; all as designated on a Plat of Cedarhurst recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, Folio 37.

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

LIBER 93 PAGE 93

It is thereupon this 28 day of March, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons interest in said property to be and appear in this Court by the 8 day of June, 1955, and redeem the property and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

John H. Hopkins, 3rd, Clerk.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,304 EQUITY

ALBERT H. WATERS and VIRGINIA W. WATERS, his wife, Twin Oaks Road, Linthicum Heights, Maryland, PLAINTIFFS

Vs.

ELIJAH C. OLIPHANT and ELLEN R. OLIPHANT, his wife, 5801 Atlantic Avenue, Ventnor, New Jersey, ALVIN G. BRANHAM and OTIS L. WILLIAMS, 1121 Vermont Avenue, N. W., Washington, D. C., FRANK DUBINSKY, 220 South Paca Street, Baltimore, Maryland, EDWARD AARON SHEPHERD, 113 Water Street, Baltimore, Maryland, GEORGE W. FRENCH, 1511 Orleans Street, Baltimore, Maryland, ANNA MARIE ASCHENBACH, 3306 Leverton Avenue, Baltimore, Maryland, ANNA LAAGE, 313 S. Smallwood Street, Baltimore, Maryland, WILLIAM P. CHESSHIRE and MYRTLE E. LATHAM, 827 Light Street, Baltimore, Maryland, MILDRED G. HORSLEY and HILDA HORSLEY, Woods Crossroads, Virginia, HOLLAND L. WALKER and JOHN P. WALKER, Glen Burnie, Maryland Heirs and Next of Kin of ESTHER L. CHESSHIRE, DECEASED, AND ALL OTHER PERSONS CLAIMING BY, THROUGH OR UNDER THEM TO HAVE ANY INTEREST IN THE PROPERTY WHICH IS THE SUBJECT MATTER OF THESE PROCEEDINGS, DEFENDANTS.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property situate in Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners for Anne Arundel County and by mesne assignment, to the Plaintiffs in the proceeding.

Lots Nos. 1, 2, 3, 4, 5, 49, 50, 51, 52, 53 and 54, Block 4; Lots Nos. 6, 7, 8, 9, 10, 11, 47, 48, 49, 50, 51 and 52, Block 5; Lots Nos. 29, 30, 31, 44, 45 and 46, Block 7; Lots Nos. 53, 54, 55, 56, 57 and 58; Block 9; Lots Nos. 4, 5 and 6, Block 13; all as designated on a Plat of Cedarhurst recorded among the Plat Records of Anne Arundel County in Plat Book W. N. W. 3, Folio 37.

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

It is thereupon this 28th day of March, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four (4) successive weeks, warning all persons interest in said property to be and appear in this Court by the 8th day of June, 1955, and redeem the property and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

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., May 4, 1955

We hereby certify, that the annexed

Order Publication

Eq. 11,304.

Albert H. Waters et al.

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 June, 1955. The first insertion being made the 7th day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

15 Filed 20 May, 1955.

ALBERT H. WATERS, et al	:	
	:	
vs.	:	IN THE
	:	CIRCUIT COURT
WILLIAM P. CHESSHIRE, and MYRTLE E. LATHAM	:	FOR
	:	ANNE ARUNDEL COUNTY
HILDRED G. HORSLEY, and HILDA HORSLEY	:	No. 11,304 Equity
HOLLAND L. WALKER, and JOHN R. WALKER,	:	
et al.	:	

- - - - - - - - - - -

O R D E R

- - - - - - - - - - -

Upon the foregoing Petition, it is this 9th day of June, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that William P. Chesshire and Myrtle E. Latham; Hildred G. Horsley and Hilda Horsley; and Holland L. Walker and John R. Walker, be, and they are hereby, permitted to redeem the property mentioned in said Petition upon payment of such amount or amounts as this Court, by subsequent Order shall fix as necessary for redemption in accordance with the provisions of Article 81 of the Annotated Code of Maryland (1955 Edition).

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

Filed 9 June, 1955.

ALBERT H. WATERS, et al	:	
	:	
vs.	:	IN THE
	:	CIRCUIT COURT
WILLIAM P. CHESSHIRE, and MYRTLE E. LATHAM	:	FOR
	:	
HILDRED G. HORSLEY, and HILDA HORSLEY	:	ANNE ARUNDEL COUNTY
	:	No. 11,304 Equity
HOLLAND L. WALKER, and JOHN R. WALKER,	:	
et al.	:	

- - - - - - - - - - -

PETITION

- - - - - - - - - - -

The Petition of Myrtle E. Cropper (formerly Myrtle E. Latham), Hilda Horsley, Holland L. Walker and John R. Walker, certain of the Defendants in the above entitled case, respectfully represents:

- 1 -

That your Petitioners are certain of the Defendants named in the above entitled proceeding and are heirs and next of kin of Esther L. Chesshire, the owner of lots Nos. 47 to 52, inclusive, in Block 5 as shown on a Plat of Cedarhurst, which said lots are referred to in the Bill of Complaint filed herein.

- 2 -

That your Petitioners desire to redeem said lots and to have this Court fix the amount necessary for redemption in accordance with the provisions of Article 81 of the Annotated Code of Maryland.

WHEREFORE, your Petitioners pray an Order of this Honorable Court fixing the amount to be paid by them to redeem said property.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

17

Filed 8 June, 1955.

AND, AS IN DUTY BOUND, ETC.

Rouse and Morton
18 West Street
Annapolis, Maryland
Attorneys for Petitioners

I hereby certify that a copy of the foregoing Petition was mailed to John H. Hopkins, IV, Esquire, School Street, Annapolis, Maryland, on this 8th day of June, 1955.

John G. Rouse, Jr.

ALBERT H. WATERS, ET AL,	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ELIJAH C. OLIPHANT, ET AL	*	NO. 11,304 EQUITY

* * * * * * * * * *

PETITION FOR ALLOWANCE OF COSTS
NECESSARY FOR REDEMPTION

The Petition of Albert H. Waters and Virginia W. Waters, his wife, Plaintiffs in the above entitled case, by John H. Hopkins, IV, their Attorney, respectfully represents:

- 1 -

That under date of May 25, 1954, your Petitioners purchased from County Commissioners of Anne Arundel County and Joseph H. Griscom, Sr., County Treasurer, Lots Nos. 47 to 52, inclusive, as shown on the Plat of Cedarhurst previously mentioned in these proceedings, and received a deed therefor which was recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 839, Folio 448.

- 2 -

That your Petitioners were later advised that it would be necessary to foreclose the Equity of Redemption of the former owners before tax sale, in order to obtain a title to said property that could be insured. This proceeding was then filed.

- 3 -

That heretofore in this proceeding the heirs and next of kin of Esther L. Chesshire, the owner before tax sale, filed a petition in this cause requesting that they be allowed to redeem said lots, and requesting the Court to fix the amount to be paid by them.

- 4 -

That your Petitioners have spent or are obligated for the following

Filed 28 June, 1955.

19

sums of money on account of their purchase of these lots:

Cost of Lots - purchase from County	$90.00
Cost of labor and bulldozer in clearing lots of stumps and brush	100.00
1955 County and State taxes	3.51
Title search preparatory to filing foreclosure suit	25.00
Pro-rata share Court costs as estimated by Clerk of Court	33.70
" " " cost Order of Publication	6.10
Cost - registered letters to non-resident Defendants	.80
TOTAL	$259.11

WHEREFORE, your Petitioners pray the Court to fix the amount necessary to redeem said property to be not less than Two Hundred Fifty-nine Dollars and Eleven Cents ($259.11)

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV,
Attorney for Petitioners

* * * * * * * * * * * * * *

O R D E R O F C O U R T

Upon the foregoing Petition it is this 28th day of June, 1955, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that Myrtle E. Cropper (formerly Myrtle E. Latham), Hilda Horsley, Holland L. Walker and John R. Walker, be, and they are hereby, ordered to pay to the Clerk of this Court the sum of Two Hundred Fifty-nine and 11/100 Dollars, ($259.11) for redemption of the property mentioned in the foregoing Petition, or appear in this Court and show cause why the aforesaid sum should not be paid for redemption of said property, on or before the 16th day of July, 1955, provided a copy of the foregoing Petition and this Order be served on the said Myrtle E. Cropper, et al, or they Attorney of record on or before the 7th day of July, 1955.

Benjamin Urner Judson
Judge

I hereby Certify that I delivered a Copy of the foregoing Petition and Order of Court to John H. Hopkins Jr. Attorney for Petitioners this 1st day of July. 1955.

John H. Hopkins IV
Atty for Plaintiffs.

Filed 28 June, 1955.

20

ALBERT H. WATERS, et al	:	
	:	
vs.	:	IN THE
WILLIAM P. CHESSHIRE and MYRTLE E. LATHAM	:	CIRCUIT COURT
	:	FOR
HILDRED G. HORSLEY and HILDA HORSLEY	:	ANNE ARUNDEL COUNTY
HOLLAND L. WALKER and JOHN R. WALKER,	:	No. 11,304 Equity
et al.	:	
	:	

ANSWER

The Answer of Myrtle E. Cropper (formerly Myrtle E. Latham), Hilda Horsley, Holland L. Walker and John R. Walker, to the Show Cause Order of this Court dated June 28, 1955, respectfully represents:

- 1 -

That these Defendants admit that in order to redeem Lots 47 to 52 inclusive in Block 5, as shown on a Plat of Cedarhurst, they should be required to pay the amounts listed in Paragraph 4 of the Plaintiff's "Petition for Allowance of Costs Necessary for Redemption" with the exception of the sum of $100.00 which is listed as "Cost of Labor and Bulldozer in Clearing Lots of Stumps and Brush".

- 2 -

Further answering, these Defendants say that they are not obligated to pay the aforementioned sum of $100.00 for work done on said lots by the Plaintiff.

Having fully answered the Order of this Honorable Court, dated June 28, 1955, these Defendants request that the matter be set before this Honorable

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

Filed 15 July, 1955.

Court for a hearing to decide the proper amount which these Defendants should pay in order to redeem said lots.

AND, AS IN DUTY BOUND, ETC.

Rouse & Morton

Rouse and Morton
18 West Street
Annapolis, Maryland
Attorneys for Defendants

I hereby certify that a copy of the foregoing Answer was mailed to John H. Hopkins, IV, Esquire School Street, Annapolis, Maryland, on this 15th day of July, 1955.

John G. Rouse, Jr.

John G. Rouse, Jr.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

22

ALBERT H. WATERS, ET AL.,	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ELIJAH C. OLIPHANT, ET AL.,	*	NO. 11,304 EQUITY
Defendants	*	

* * * * * * * * * *

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in the Maryland Gazette, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland, and the Defendants, excepting William P. Chesshire, Myrtle E. Latham, heirs and next of kin of Esther L. Chesshire, deceased, Mildred G. Horsley, Hilda Horsley, Holland L. Walker and John R. Walker, having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

It is thereupon this 7th day of September, 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 who failed to appear and answer said Bill of Complaint.

Benjamin Michaelson
Judge

Filed 7 Sept., 1955.

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LIBER 93 PAGE 102

ALBERT H. WATERS, ET AL,	*	IN THE CIRCUIT COURT
	*	
vs.	*	FOR
	*	
	*	ANNE ARUNDEL COUNTY
ELIJAH C. OLIPHANT, ET AL	*	NO. 11,304 EQUITY

* * * * * * * * * * * *

AMENDED PETITION FOR ALLOWANCE OF COSTS
NECESSARY FOR REDEMPTION

The Amended Petition of Albert H. Waters and Virginia W. Waters, his wife, Plaintiffs in the above entitled case, by John H. Hopkins, IV, their Attorney, respectfully represents:

--1--

That under date of May 25, 1954, your Petitioners purchased from County Commissioners of Anne Arundel County and Joseph H. Griscom, Sr., County Treasurer, Lots Nos. 47 to 52, inclusive, as shown on the plat of Cedarhurst previously mentioned in these proceedings, and received a deed therefor which was recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 839, Folio 448.

--2--

That your Petitioners were later advised that it would be necessary to foreclose the Equity of Redemption of the former owners before tax sale, in order to obtain a title to said property that could be insured. This proceeding was then filed.

--3--

That heretofore in this proceeding the heirs and next of kin of Esther L. Chesshire, the owner before tax sale, filed a petition in this cause, requesting that they be allowed to redeem said lots, and requesting the Court to fix the amount to be paid by them. That your Petitioners heretofore filed a petition for allowance of costs necessary for redemption on which the Court issued a Show Cause Order to the Defendants, which theyduly answered contesting one item of cost.

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Filed 23 Sept, 1955

--4--

That your Petitioners in their prior petition inadvertently omitted to list an item for reimbursement of attorney's fee for which they are entitled as provided by Section 109 of Article 81 of the 1955 Cumulative Supplement of the Annotated Code of Maryland.

--5--

That your Petitioners have spent or are obligated for the following sums of money on account of their purchase of these lots:

Cost of Lots - purchased from County	$ 90.00
Cost of labor and bulldozer in clearing lots of stumps and brush	100.00
1955 County and State taxes	3.51
Reimbursement for Attorney's fee	100.00
Title search preparatory tofiling foreclosure suit	25.00
Pro rata share Court costs as estimated by Clerk of Court	33.70
Pro rata share cost Order of Publication	6.10
Cost - registered letters to non-resident Defendants	.80
TOTAL	$359.11

WHEREFORE, your Petitioners pray the Court to fix the amount necessary to redeem said property to be not less than Three Hundred Fifty-nine Dollars and Eleven Cents ($359.11).

AND AS IN DUTY BOUND, ETC.

John H. Hopkins, IV
Attorney for Petitioners

* * * * * * * * * * *

ORDER OF COURT

Upon the foregoing Petition it is this 24th day of September, 1955, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that Myrtle E. Cropper (formerly Myrtle E. Latham), Hilda Horsley, Holland L. Walker and John R. Walker, be, and they are hereby, ordered to pay to the Clerk of this Court the sum of Three Hundred Fifty-nine and 11/100 Dollars, ($359.11), for redemption of the property mentioned in the foregoing Petition, or appear in this Court and show cause why the aforesaid sum should not be paid for redemption of said property, on or before the 10th day of October, 1955, provided a copy of the foregoing Petition and this Order be served on the said Myrtle E. Cropper, et al, or their Attorney of record on or before the 6th day of October, 1955.

Benjamin Michaelson
Judge

Filed 24 Sept., 1955.

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I hereby certify that a copy of the foregoing Amended Petition for Allowance of Costs Necessary for Redemption and Order of Court thereon was mailed to Rouse and Morton, Esquires, 18 West Street, Annapolis, Maryland on this 24th day of September, 1955.

John H. Hopkins, IV

ALBERT H. WATERS, ET AL	*	IN THE CIRCUIT COURT
Plaintiffs	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ELIJAH C. OLIPHANT, ET AL	*	NO. 11,304 EQUITY
Defendants	*	

* * * * * * *

D E C R E E

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it is appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity redemption of tax sale property.

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

1. That all rights of redemption of the several Defendants or of anyone claiming by, through or under them, in and to the properties described in this proceeding, saving and excepting the property of the Defendants William P. Chesshire, Myrtle E. Latham, Mildred G. Horsley, Hilda Horsley, Holland L. Walker and John R. Walker, heirs and next of kin of Esther L. Chesshire, deceased, as having been sold by the Treasurer of Anne Arundel County, for the non-payment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said 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 Plaintiffs.

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

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

Benjamin Michaelson
Judge

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Filed: 17 Oct. 1955

ALBERT H. WATERS, ET AL,	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIJAH C. OLIPHANT, ET AL	:	NO. 11,304 EQUITY
	:	

: : : : : : : : : : :

ANSWER TO AMENDED PETITION

The Answer of Myrtle E. Cropper (formerly Myrtle E. Latham), Hilda Horsley, Holland L. Walker and John R. Walker, to the Amended Petition for Allowance of Costs Necessary for Redemption, respectfully represents:

-1-

These Defendants, neither admit nor deny the allegations contained in Paragraph One and Two of the Petition, having no actual knowledge of the matters alleged therein.

-2-

These Defendants admit the allegations contained in the Third Paragraph of said Amended Petition.

-3-

Answering the Fourth and Fifth Paragraphs of said Amended Petition, these Defendants admit that in order to redeem Lots 47 to 52 inclusive in Block 5, as shown on a Plat of Cedarhurst, they should be required to pay the amounts listed in Paragraph Five of the Plaintiff's Amended Petition with the exception of the sum of One Hundred Dollars ($100.00) which is listed as "Cost of Labor and Bulldozer in clearing Lots of stumps and brush" and the sum of One Hundred Dollars ($100.00) which is listed as "Reimbursment for Attorney's fee".

-4-

Further answering said Amended Petition these Defendants say that they are not obligated to pay the aforementioned sum of One Hundred Dollars ($100.00) for work done on said Lots by the

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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Filed: 18 Nov. 1955

Plaintiff, nor are they obligated to pay an Attorney's fee of One Hundred Dollars ($100.00) under the provisions of Article 81 of the Annotated Code of Maryland, applicable at the time this proceeding was instituted.

Having fully answered the Amended Petition these Defendants request that the matter may be set before this Honorable Court for a hearing to decide the proper amount which these Defendants should pay in order to redeem said Lots.

AND AS IN DUTY BOUND, ETC.

Rouse and Morton

Rouse and Morton
18 West Street
Annapolis, Maryland
Attorneys for Defendants

I hereby certify that on this 18th day of November, 1955, a copy of the aforegoing Answer was mailed to John H. Hopkins, IV, Esquire, School Street, Annapolis, Maryland.

Rouse & Morton

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

ALBERT H. WATERS, ET AL,	*	IN THE CIRCUIT COURT
	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
ELIJAH C. OLIPHANT, ET AL	*	NO. 11,304 EQUITY

* * * * * * * * * *

ORDER OF COURT

Arguments having been heard on the foregoing Amended Petition for allowance of costs necessary for redemption and the Answer thereto, it is this 12th day of January, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Myrtle E. Cropper (formerly Myrtle E. Latham), Hilda Horsley, Holland L. Walker and John R. Walker be, and they are hereby, ORDERED to pay to the Collector of Taxes for Anne Arundel County the sum of Two Hundred Fifty-nine and 11/100 Dollars ($259.11) within sixty (60) days from the date of this Order for redemption of the property mentioned in the foregoing Petition, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Plaintiffs a title, free and clear of all encumbrances.

/s/ Benjamin Michaelsen
Judge

JAN 12 1956
Filed

ALBERT H. WATERS, ET AL,	*	IN THE CIRCUIT COURT
Plaintiffs	*	
		FOR
vs.	*	
ELIJAH C. OLIPHANT, ET AL,	*	ANNE ARUNDEL COUNTY
Defendants	*	NO. 11,304 EQUITY

* * * * * * * * * *

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it is appearing that the same have been conducted in substantial compliance with the provisions of Article 81 of the Annotated Code of Maryland, referring to the foreclosure of the equity redemption of tax sale; and

Whereas, Myrtle E. Cropper (formerly Myrtle E. Latham), Hilda Horsley, Holland L. Walker and John R. Walker have not made payment to the Collector of taxes for Anne Arundel County the sum of Two Hundred Fifty-nine Dollars and Eleven Cents ($259.11) for redemption of the property hereinafter mentioned,

It is, thereupon, this 15th day of March, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That all rights of redemption of William P. Chesshire, Myrtle E. Cropper (formerly Myrtle E. Latham), Mildred G. Horsley, Hilda Horsley, Holland L. Walker and John R. Walker, as only heirs and next of kin of Esther L. Chesshire, deceased, and of anyone claiming by, through or under them, in and to the property described in this proceedings as Lots Nos. 47, 48, 49, 50, 51 and 52, in Block 5, as described on a plat of Cedarhurst, recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. 3, Folio 37, as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes, be, and the same is hereby, barred and foreclosed.

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

Filed MAR 15 1956

subject) are hereby vested in the Plaintiffs.

3. That, upon payment to him of the balances, 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 this proceeding.

Judge

LIBER 93 PAGE 109

IN THE MATTER OF THE	:	NO. 10,583 EQUITY
ESTATE OF	:	IN THE CIRCUIT COURT FOR
DANIEL THOMAS WIGGINS	:	ANNE ARUNDEL COUNTY

PETITION TO APPOINT COMMITTEE

To the Honorable, the Judges of said Court:

The Petition of Isabelle B. Wiggins, wife and next friend of Daniel Thomas Wiggins, of Annapolis, Anne Arundel County, Maryland, respectfully represents unto your Honors:

1. That her husband, the said Daniel Thomas Wiggins, who is now at Spring Grove State Hospital, is now and for some months past has been subject to severe mental disorders, to the extent that he is incapable of the management of his estate; and your petitioner files herewith the affidavits of Dr. James R. Martin, and Dr. George C. Basil, deposing as to the competency of the said Daniel Thomas Wiggins.

2. That the said Daniel Thomas Wiggins has real and personal estate of the value of about five thousand dollars, and there is no-one legally authorized to manage his income and estate for his use and support, and that it would be to his benefit to appoint a Committee to take charge of and manage his estate, and your petitioner respectfully suggests that she be appointed, as Committee.

TO THE END, THEREFORE, your petitioner prays this Honorable Court to assume jurisdiction of the estate of the said Daniel Thomas Wiggins, and appoint a Committee to manage and control said estate under the orders and supervision of this Court.

And for such other and further relief as his case may require.

Isabelle B. Wiggins
Isabelle B. Wiggins

Eugene M. Childs
Eugene M. Childs
Solicitor for Petitioner

Filed 2 Oct., 1952.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 93 PAGE 110

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 25th day of September, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ISABELLE B. WIGGINS and made oath in due form of law that the matters and facts contained in the aforegoing Petition are true 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.

Filed 3 Oct, 1952

ORDER

ORDERED upon the aforegoing Petition and affidavit of Isabelle B. Wiggins, this 30 day of ~~September~~ October, 1952, by the Circuit Court for Anne Arundel County, in Equity, that the said Daniel Thomas Wiggins be summoned to appear and answer the petition filed against him, on or by the 13th day of October, 1952, and that a copy of the Summons, Petition and Order be left with the Superintendent of Spring Grove State Hospital at the same time the summons is served on the said Daniel Thomas Wiggins.

It is FURTHER ORDERED AND DECREED that this petition shall be set for hearing before one of the standing examiners of this Court on the 31st day of October, 1952, at 10 o'clock, a.m. in the Circuit Court for Anne Arundel County, and the said Daniel Thomas Wiggins shall have the right to appear and answer this petition at any time before or after a decree has been passed herein.

Benjamin Michaelson
Benjamin Michaelson JUDGE

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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I, JAMES R. MARTIN, do hereby certify that I am a practicing Physician, and have practiced medicine in the State of Maryland, for more than five years prior to the date hereof; that I have examined, professionally, Daniel Thomas Wiggins, and I believe him to be mentally incapable of managing his estate and affairs, and that he, the said Daniel Thomas Wiggins, is suffering from ~~~~~~~~~~~~~~~~~~~~ Cerebral arteriosclerosis which, in my opinion, was brought on by Arteriosclerosis, Generalized and that his condition is ~~~~~ permanent.

James R. Martin, M.D.

September 25th 1952

Filed 2 Oct., 1952.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 25th day of September, 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DR. JAMES R. MARTIN and he did make oath that the foregoing statement is true to the best of his knowledge and belief.

As witness my hand and seal Notarial.

Eugene M. Childs
Notary Public

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LIBER 93 PAGE 112

I, GEORGE C. BASIL, do hereby certify that I am a practicing Physician and have practiced medicine in the State of Maryland, for more than five years prior to the date hereof; that I have examined, professionally, Daniel Thomas Wiggins, and I believe him to be mentally incapable of managing his estate and affairs, and that he, the said Daniel Thomas Wiggins, is suffering from Cerebral Arteriosclerosis which, in my opinion, was brought on by advancing years & Senile Dementia and that his condition is ——— permanent.

George C. Basil M.D.

September 25 1952

2 Oct, 1952.

Filed

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 25th day of September, 1952, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared DR GEORGE C. BASIL and he did make oath that the foregoing statement is true to the best of his knowledge and belief.

As witness my hand and seal Notarial.

EUGENE M. SCHULTE NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Eugene M. Schulte
Notary Public

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IN THE MATTER OF THE	:	NO. 10583 EQUITY
ESTATE OF	:	IN THE CIRCUIT COURT FOR
DANIEL THOMAS WIGGINS	:	ANNE ARUNDEL COUNTY

RETURN OF JURY

Filed 10 Nov., 1952

This inquisition taken this 10th day of November in the year 1952, in the Court House, at the city of Annapolis, before the Honorable Benjamin Michaelson, Associate Judge of the Fifth Judicial Circuit, and twelve Jurors from the October 1952 Panel, by virtue of the annexed Petition filed in the Circuit Court for Anne Arundel County, upon the oaths or affirmations of the following twelve Jurors, to wit:

Arthur W. Giddings	George C. Heider
James E.	Aley S. Prosky
Joseph H Lacey	Thomas H. Tolley
Thomas R. Stattings	H. Roland Brady
Harrison Thomas	Eugene Bouch
F. Carroll Smith	Charles H. Rhodes

good and lawful men and women of the Bailiwick, who being sworn and charged upon their oaths and affirmations to inquire, etc.

That the said Jurors aforesaid do find that the said Daniel Thomas Wiggins is of UN sound mind and can NOT govern himself or manage his property; that he has been in such a state for the past several months.

IN WITNESS WHEREOF, the Jurors aforesaid have subscribed their

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names and affixed their seals the day and year first above written.

Arthur W. Gidding (SEAL)	Geo C. Hicks (SEAL)
James E. Chapman (SEAL)	Alex S. Prosky (SEAL)
Joseph H. Lacy (SEAL)	Thos. W. Holley (SEAL)
Thomas R. Stallings (SEAL)	H. Roland Brady (SEAL)
Harrison Thomas (SEAL)	Eugene P. Bennett (SEAL)
F. Carroll Smith (SEAL)	Chas. H. Rhoads (SEAL)

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IN THE MATTER OF	:	IN
THE ESTATE OF	:	THE CIRCUIT COURT
DANIEL THOMAS WIGGINS	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 10,583 Equity

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

TESTIMONY

November 10, 1952

Before

Hon. Benj. Michaelson,

Judge

Present:

Mr. Eugene M. Childs, Solicitor for Petitioner.

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

Mrs. Katharine H. McCutchan, Court Stenographer.

Filed 17 Nov., 1952

Witnesses:

Mrs. Isabella B. Wiggins, pages 2, 3.

Dr. Geo. C. Basil, pages 3, 4.

Rev. Alden Besse, pages 4, 5.

Mr. T. Carroll Worthington, pages 5.

Court's Instructions, pages 5, 6.

1

Isabella Wiggins, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address?

A. Mrs. Isabella Branson Wiggins, wife of Daniel T. Wiggins, 701 Chesapeake Avenue, Eastport.

2. Who is Daniel Thomas Wiggins?

A. My husband.

3. Where is he at the present time?

A. At Spring Grove.

4. For what reason if you know?

A. Hardening of the arteries, arterioschlerosis and cerebral condition and mental.

5. What is the nature of his actions; has he been able to manage his own affairs recently?

A. No, he has not really been able to manage for sometime, but he did and things were wrong and since he has been at the hospital he has only been able to sign two checks, that is by x mark.

6. How long has he been at the hospital?

A. Since the 30th of August.

7. Have you visited your husband?

A. Yes, several times.

8. Can you see him now?

A. Yes on Tuesdays and Fridays and Sundays at visiting hours.

9. Does he recognize you?

A. At times, and then again he doesn't; he goes right off to sleep.

10. What is the extent of your husband's property?

A. The home.

11. Where is that located?

A. On Chesapeake Avenue, 701.

12. Does he own that clear of liens?

A. No, it has a mortgage of $4000.

13. Has he any other assets?

A. He owes the Federal Loan?

14. How much?

A. The balance on that is $182.56; we had 36 payments to make and I have seven more to make.

15. What is the amount of his outstanding bills?

A. $326.

16. Does he have anyother income

A. Only his pension check and the rent of $45.00 a month.

17. What is the amount of his pension?

A. $160.45.

18. I understood you to say he is not able to sign his pension check?

A. Not able to sign the pension checks, not even by "x".

19. What are you asking the Court and Jury to do Mrs. Wiggins?

A. I am asking the Court for privilege of attending to his affairs and to have the checks so I can pay every month the bills that come in.

Dr. George C. Basil, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address?

A. Dr. George C. Basil, Annapolis, Md.

2. What is your occupation?

A. Physician.

3. How long have you practiced?

A. Since 1927.

4. Where do you practice?

A. Here in Annapolis.

5. Are you acquainted with Daniel Thomas Wiggins?

A. I am.

6. Do you know the nature of his diseases?

A. I do.

7. Will you state that to the Jury?

A. He has had for several years an advancing schlerosis of his general circulation and in recent years, particularly his cerebral circulation, which has caused a considerable amount of softening of his brain tissue, which has produced and rendered him, almost, as far as his brain is concerned, like that of a child, which is a natural process in a great many older people, but in his case, where he has an additional heart failure or a muscular weakness of his heart, his condition, I would say, has progressed a little more rapidly than you would find ordinarily in a man 75 years of age.

8. Would you say he was capable of looking after his own affairs?

A. I would not.

9. Would you say this condition is permanent or semi-permanent?

A. Definitely permanent and progressively worse.

Alden Besse, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address?

A. Alden Besse, 201 Duke of Gloucester Street.

2. What is your occupation?

A. Minister.

3. Do you know Daniel Thomas Wiggins?

A. Yes.

4. How long have you known him?

A. I have known him since August 1951.

5. Where is he now?

A. He is at Spring Grove Mental Hospital.

6. Have you seen him recently?

A. I have seen him since August.

7. Would you describe his condition as best you can?

A. When I saw him he was lying in bed; with help he was able to sit up; we had a check there for him to sign, and he needed considerable help to make an "x" mark in the place where his signature was called for; he fell off the seat a number of times; at sometimes he seemed to recognize his

wife and me; at other times he did not; he said some words which made sense and quite a few words which did not make any sense whatsoever.

8. In your opinion, is he capable of managing his own affairs?

A. Certainly not.

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

(Mr. Childs)

1. State your name and address.

A. T. Carroll Worthington, Towns-Worth Building, Annapolis.

2. What is your occupation?

A. Realtor.

3. How long have you been engaged in this occupation?

A. Since 1923.

4. Are you acquainted with the property known as 701 Chesapeake Avenue, in Eastport?

A. I am.

5. Will you state what this property consists of?

A. It is a two-story frame house with a lot 100 foot front on Chesapeake Avenue and 150 feet deep.

6. Have you recently had occasion to appraise this property?

A. I have.

7. What in your opinion is the value of the property?

A. In my opinion, the value is $10,000.00.

8. Do you know of any liens or encumbrances against the property?

A. Yes, there is a four thousand dollar mortgage.

9. Do you know of any other property owned by Mr. Wiggins?

A. I do not.

COURT: Mr. Foreman and Members of the Jury, in this case, your function is to inquire whether or not Daniel Thomas Wiggins is of sound or unsound mind; that is whether he is capable or incapable

//

of managing his own affairs. Under our procedure, in order to have a person who may be mentally incompetent placed in a position where his property will be properly managed and supervised, it is necessary for the Jury to determine whether or not he is of sound or unsound mind or capable of managing his own affairs. If he is adjudicated of unsound mind, under the supervision of the Court, it doesn't mean that anyone arbitrarily takes possession of his property or/his dissapates assets or anything of the kind, and the first step in that direction is by adjudication of a Jury of his peers as to his mental condition and his ability to manage his affairs. The paper which the Court will hand to you is an Inquisition which you make when you return. The Court has made a check mark on the line at the bottom of the first page where you will write in, if you determine that Daniel Thomas Wiggins is of unsound mind, you will put in the two letters "un" in front of the word "sound" which makes the word "unsound" and insert the word "not" in the same line, and "cannot" govern himself if you find that is a fact; if on the other hand you determine that he is of sound mind and can govern his affairs, you leave those two lines blank. On the next and last page of the Inquisition, each of you will write in the space provided for his name, the jurors names, and when you have completed, notify the bailiff by rapping on the door and make your return.

K.H.McC. $6.00

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IN THE MATTER OF THE	:	NO. 10583 EQUITY
ESTATE OF	:	IN THE CIRCUIT COURT FOR
DANIEL THOMAS WIGGINS	:	ANNE ARUNDEL COUNTY

Confirmation of Inquisition

The WRIT OF INQUISITION taken by the Circuit Court for Anne Arundel County in the above entitled cause, having been submitted for confirmation, the said writ declaring that Daniel Thomas Wiggins was of unsound mind and incapable of managing himself and his estate, together with the above proceedings having been read and considered, it is, thereupon, this 18th day of November, 1952, by the Circuit Court for Anne Arundel County, sitting in Equity, adjudged, ordered and decreed that the said Inquisition be and it is hereby confirmed.

Benjamin Michaelson
Judge

Filed 18 Nov. 1952

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

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LIBER 93 PAGE 122

IN THE MATTER OF THE	:	NO. 10583 EQUITY
ESTATE OF	:	IN THE CIRCUIT COURT FOR
DANIEL THOMAS WIGGINS	:	ANNE ARUNDEL COUNTY

ORDER APPOINTING COMMITTEE

ORDERED this 20th day of November, 1952, by the Circuit Court for Anne Arundel County in Equity that Isabella B. Wiggins be and she is hereby appointed Committee of the person and estate of Daniel Thomas Wiggins, with full power and authority to take charge of and manage the property and to assume control of the person of the said Daniel Thomas Wiggins under the direction of this Court; but before the said Isabella B. Wiggins shall proceed to act as such Committee, she shall give bond to the State of Maryland, in the penalty of the sum of Ten Thousand dollars, with surety to be approved by the Clerk of this Court, for the faithful discharge of her duties as Committee.

Benjamin Michaelson
Benjamin Michaelson JUDGE

Filed 20 Nov., 1952.

EUGENE M. CHILDS
ATTORNEY AT LAW
ANNAPOLIS, MD.

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Hartford Accident and Indemnity Company

HARTFORD • CONNECTICUT
A Stock Company

LIBER 93 PAGE 123

No. 10,583 Equity

TRUSTEE'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Mrs. Isabella B. Wiggins

as Principal,

and the HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation of the State of Connecticut, Hartford, Connecticut, as surety are held and firmly bound unto the State of Maryland, in the full and just sum of

Ten thousand, five hundred and 00/100 ($10,500.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents—sealed with our seals and dated this 5th day of April in the year of our Lord one thousand nine hundred and fifty-four

Whereas, the above bounden Mrs. Isabella B. Wiggins

by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, Maryland has been appointed ~~trustee to sell~~ Committee of Daniel Thomas Wiggins, incompetent (equity 10583)

mentioned in the proceedings in the case of Exparte in the Matter

~~ex~~ of

Daniel Thomas Wiggins, incompetent

now pending in said Court

Now the Condition of the above Obligation is such, that if the above bounden

Mrs. Isabella B. Wiggins

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

Signed, Sealed and Delivered in the Presence of

Mrs. Isabella B. Wiggins (Seal)

(Seal)

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By Joseph D. Lezenby
Attorney-in-fact

Betty Lee Hall

Betty Lee Hall

State of Maryland, Sct.

I Hereby Certify, that on this day of 19,

personally appeared before me, the subscriber, Clerk of the Circuit Court

and made oath, in due form of law,

that know the pecuniary circumstances of the above named

and that

worth the amount of the penalty set forth in the within bond, in real estate over and above just debts and liabilities.

Approved this 15 Apr., 1954
John A. Hoffman, 3rd, Clerk

Filed 15 Apr., 1954

15

LIBER 93 PAGE 124

IN THE MATTER OF THE	:	NO. 10,583 EQUITY
ESTATE OF	:	IN THE
DANIEL THOMAS WIGGINS,	:	CIRCUIT COURT FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY

PETITION AUTHORIZING COMMITTEE TO SELL
#701 CHESAPEAKE AVENUE AND EXECUTE DEED

To the Honorable, the Judges of said Court:

The Petition of Isabelle B. Wiggins, Committee of Daniel Thomas Wiggins, respectfully represents unto your Honors:

1. That among the assets of her charge is the property known as #701 Chesapeake Avenue, Eastport, Annapolis, consisting of two lots and improvements thereon, the improvements being a twelve room dwelling in very bad repair.

2. That the repairs necessitated by the condition of the building aforesaid are completely beyond the means of said incompetent, and your Petitioner is advised and therefore alleges that it would be to the benefit of the said incompetent to sell the said real estate and invest the proceeds to best advantage.

3. That, to this end, she has entered into a contract of sale with Joseph A. Plattner and Gertrude M. Plattner, his wife, subject to the approval of this Honorable Court, copy of which contract is attached hereto and prayed to be taken as a part hereof, whereby your Petitioner will be paid the sum of ten thousand five hundred dollars ($10,500.00) for said property, of which a deposit of fifteen hundred dollars ($1500.00) will be paid, on approval by this Honorable Court, and seventy dollars ($70.00) will be paid monthly until November 1, 1954, at which time the entire balance will become due and payable.

4. That broker's commissions, on said sale, have been agreed upon as five hundred dollars ($500.00).

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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Filed 15 Apr., 1954

TO THE END, THEREFORE,

May it please your Honors to pass an Order, in these presents, authorizing your Petitioner to sell the property known as #701 Chesapeake Avenue, as set forth in said contract of sale, and upon the tender of the balance of said purchase money to execute a valid conveyance for said property; and for such other and further relief as her cause may require.

Respectfully submitted.

Isabelle B. Wiggins
Isabelle B. Wiggins, Committee

CHILDS AND BALD

Eugene M. Childs
Eugene M. Childs
Solicitors for Committee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 12th day of April, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ISABELLE B. WIGGINS, Committee of Daniel Thomas Wiggins, 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.

May F Brennan
Notary Public

O R D E R

ORDERED this 13th day of April, 1954, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition, that the said Isabelle B. Wiggins, Committee of Daniel Thomas Wiggins, be, and she is, hereby authorized to sell the property known as #701 Chesapeake Avenue, Eastport, Annapolis, Maryland, to Joseph A. Plattner and Gertrude M. Plattner,

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

17

Filed 15 Apr., 1954

his wife, as set forth in the contract of sale filed in these presents, which said contract is hereby ratified and confirmed; and it is FURTHER ORDERED that, upon the tender to said Committee, in cash, of the entire purchase price, and not before, the said Isabelle B. Wiggins, Committee of Daniel Thomas Wiggins, execute a deed to the said Joseph A. Plattner and Gertrude M. Plattner, his wife, conveying to them all the right, title, interest and estate of her ward, the said Daniel Thomas Wiggins, at which time the said Committee shall bring into this Court the proceeds of said sale, for investment under the direction of this Court.

Benjamin Michaelson JUDGE

CHILDS & BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

18

LIBER 93 PAGE 127

Standard Land Installment Contract

This Agreement of Sale, made this 2nd day of March 195 4, between ISABELLE R. WIGGINS, Committee of Daniel Thomas Wiggins, No. 10,583 Equity, Circuit Court for Anne Arundel County, and ~~[redacted]~~ Isabelle R. Wiggins, wife of ~~[redacted]~~ Daniel Thomas Wiggins,

Seller, and JOSEPH A. PLATTNER and GERTRUDE M. PLATTNER, his wife,

who resides at ..... and whose post-office address is ....., Buyer

Witness that the said Seller does hereby bargain and sell unto the said Buyer, and the latter does hereby purchase from the former the following described property, situate and lying in Eastport, Annapolis, Maryland, and being known and designated as Lots Nos. 1 and 2, Block E, of the William H. Burns property, and being the same property conveyed to Daniel T. Wiggins and Julia Wiggins, his wife, by two deeds, namely, those two deeds recorded among the Land Records of Anne Arundel County in Liber G.W. No. 96, folio 496, describing Lot 1, Block E, and Liber W.N.W. No. 10, folio 321, describing Lot 2, Block E; the said Julia Wiggins having since departed this life,
The property hereunder being known as premises #701 Chesapeake Avenue, Eastport.

at and for the cash price of ..... $ 10,500.00

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

Insurance, covering loss by fire, _____

_____,

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

Policy expires _____

Total Purchase Price ..... $ 10,500.00

Paid on account by Buyer, this date ..... $ 1,500.00

Principal balance owed by Buyer ..... $ 9,000.00

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

(Place of payment) Annapolis, Maryland

in consecutive (monthly) (~~[redacted]~~) installments of $ 70.00 each, which shall severally become due and payable on the first day of each and every (month) (~~[redacted]~~) beginning with the first installment due on the first day of May, 19 54, and thereafter payable each month until November 1, 1954, at which time the entire balance shall become due and payable, with

Interest at 6 % per annum on present unpaid balance of purchase price ..... $ _____

~~[redacted]~~ All taxes and public charges payable by Buyer on and after ~~[redacted]~~ May 1, 1954. ..... $ _____

Estimated Annual Water Rent ..... $ _____

Insurance Premiums ..... $ _____

Other Public Charges, as follows: ..... $ _____

~~Said installment payments shall first be applied by the Seller, as provided in Chapter 509 of the Laws of Maryland, 1951, to the payment of (a) taxes, assessments and other public charges levied or assessed against said property and paid by the Seller; (b) ground rent, if any, paid by the Seller; (c) insurance premiums on said property paid by the Seller; (d) interest on unpaid balance owed by the Buyer; (e) principal balance owed by Buyer. As the principal balance is reduced the amount of interest charged will become less, so that payments on principal will be correspondingly increased. It is understood that taxes, water rent and other public charges may vary from time to time, and that in the event of any increase in such charges, the installment payments shall be increased accordingly, and that in the event of any decrease in such charges the difference shall be credited to the unpaid balance of the purchase price.~~

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

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

Recorded

Filed 19 Apr., 1954

LIBER 93 PAGE 128

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

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

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

The Buyer agrees:

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

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

It is agreed and understood between the parties hereto that the terms of this contract are subject to ratification by the Circuit Court for Anne Arundel County, and if the terms of sale, as set forth herein, are not approved by said Court, then this contract shall become null and void and all deposits made hereunder shall be refunded to the buyers.

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

Ground rent, rent, water rent, taxes and other public charges against the premises shall be apportioned as of May 1, 1954, at which time right of possession shall be given; and the said parties hereto hereby bind themselves, their heirs, executors and administrators, for the faithful performance of this agreement.

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

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

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

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

NOTICE TO BUYER

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

LeRoy Bald — Witness
Isabelle B. Wiggins (SEAL) — Seller's Signature

..... (SEAL) — Witness
..... (SEAL) — Seller's Signature

Date signed by Seller 3/30/54 19.....

LeRoy Bald — Witness
Joseph A. Platauer (SEAL) — Buyer's Signature

LeRoy Bald — Witness
Gertrude M. Platauer (SEAL) — Buyer's Signature

Date signed by Buyer 3/30/54 19.....

RECEIPT FOR COPY OF THIS CONTRACT

The undersigned Buyer hereby acknowledges receipt of copy of the foregoing contract this 30th day of March 1954.

LeRoy Bald — WITNESS
Joseph A. Platauer — Buyer

LeRoy Bald — WITNESS
Gertrude M. Platauer — Buyer

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LIBER 93 PAGE 129

IN THE MATTER OF THE	:	NO. 10,583 EQUITY
ESTATE OF	:	IN THE
DANIEL THOMAS WIGGINS,	:	CIRCUIT COURT FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY

PETITION TO TAKE ADDITIONAL TESTIMONY TO ESTABLISH PROPERTY VALUE

To the Honorable, the Judges of said Court:

The petition of Isabelle B. Wiggins, Committee of Daniel Thomas Wiggins, respectfully represents unto your Honors:

1. That pursuant to an order heretofore passed in these presents, your petitioner entered into a contract of sale with Joseph A. Plattner and Gertrude M. Plattner, his wife, for the premises known as #701 Chesapeake Avenue, Annapolis, which property was to be sold to said Plattners for the sum of $10,500.00, by November 1, 1954.

2. That heretofore testimony had been taken relative to the value of the premises, but your petitioner believes and therefore avers that the testimony of an additional realtor is necessary, in these presents, in order to perfect the title of said property.

TO THE END, THEREFORE,

May it please your Honors to pass an order, in these presents, permitting your petitioner to take and file, in these presents, additional testimony to establish the value of the real estate.

Respectfully submitted.

Isabelle B. Wiggins
Isabelle B. Wiggins, Committee

CHILDS AND BALD

Eugene M. Childs
Eugene M. Childs
SOLICITORS FOR COMMITTEE

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

21

Filed 3 Nov., 1954

O R D E R

ORDERED this 3d day of November, 1954, by the Circuit Court for Anne Arundel County, in Equity, upon the aforegoing Petition, that the petitioner, Isabelle B. Wiggins, Committee of Daniel Thomas Wiggins, be, and she is, hereby directed to take additional testimony to establish the value of the premises known as #701 Chesapeake Avenue, Annapolis, Maryland.

Benjamin Michaelson

Benjamin Michaelson JUDGE

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

22

Filed 3 Nov., 1954

LIBER 93 PAGE 131

IN THE MATTER OF THE	:	NO. 10,583 EQUITY
ESTATE OF	:	IN THE
DANIEL THOMAS WIGGINS,	:	CIRCUIT COURT FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of Isabelle B. Wiggins, Committee of Daniel Thomas Wiggins, respectfully states:

That pursuant to an Order dated April 15, 1954, filed herein, your Petitioner has sold the premises known as #701 Chesapeake Avenue, Annapolis, Maryland, to Joseph A. Plattner and Gertrude M. Plattner, his wife, at and for the sum of Ten thousand five hundred dollars ($10,500.00), less Five hundred dollars ($500.00) broker's commission;

That, at the time of the sale, there was due and owing to C. Addison Hodges and Mary E. Hodges, his wife, the sum of Three thousand one hundred twenty-three dollars and thirty-five cents ($3123.35), representing principal and interest of first mortgage on said property;

That from the proceeds of sale there was deducted the sum of Seventeen dollars thirty cents ($17.30) representing one-half of the documentary stmp tax, and the cost of recording the release of said mortgage;

That the balance of the purchase money received by your Petitioner has been deposited in the First Federal Savings and Loan Association of Annapolis, Maryland, and includes the sum of Three hundred twenty-two dollars and forty-two cents ($322.42) interest collected, to November 3, 1954, the date of execution of the deed by your Petitioner to the said Joseph A. Plattner and Gertrude M. Plattner, his wife.

Respectfully submitted.

Isabelle B. Wiggins

Isabelle B. Wiggins
Committee of Daniel Thomas Wiggins

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

23

Filed 16 Nov., 1954

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 15th day of November, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ISABELLE B. WIGGINS, Committee of Daniel Thomas Wiggins, 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 stated, and that said sale was made according to Order of Court.

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.

24

ORDER NISI

LIBER 93 PAGE 133

In The Matter Of The Estate Of
Daniel Thomas Wiggins, Incompetent

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,583 Equity

Ordered, this 16 day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Isabelle B. Wiggins, Committee of Daniel Thomas Wiggins, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20 day of December next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20 day of December next.

The report states that the amount of sales to be $ 10,500.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order) Filed 16 Nov., 1954

In The Matter Of The Estate Of
Daniel Thomas Wiggins, Incompetent

versus

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

IN THE MATTER OF	:	IN
THE ESTATE OF	:	THE CIRCUIT COURT
DANIEL THOMAS WIGGINS	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	No. 10,583 Equity

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

TESTIMONY ON BEHALF OF PETITIONER

November 19, 1954

Present:

Mr. Eugene M. Childs, Solicitor for Petitioner.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witness:

Fred E. Voges, page 2.

26

Filed 24 Nov., 1954

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

(Mr. Childs)

1. State your name and address.

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

2. What is your occupation?

A. Real estate and insurance.

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

A. Twenty-two years.

4. Did you, in December 1953, examine the property known as 701 Chesapeake Avenue, Eastport, Annapolis, Md.

A. I did.

5. At that time, did you make a written appraisal of your opinion of the value of the property?

A. I did.

6. Is this the written opinion of the appraisal that you made?

A. It is. (WRITTEN APPRAISAL OF FRED E. VOGES MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

7. Does the appraisal, as written in Exhibit 1 represent a true value of the property at that time in your opinion?

A. It does.

8. Was it, at that time, valued at $9,250.00?

A. It was.

(Mr. Cunningham)

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

Fred E. Voges

Fred E. Voges

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There being no further witnesses to be examined on behalf of the Petitioner at this time, and no further testimony desired in her 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 24th day of November, 1954.

(SEAL)

Examiner

C.W.C.$10.00

K.H.McC.$5.00

Pa 11/23/54

28

FRED E. VOGES
REALTOR
SALES — REAL ESTATE — RENTALS
INSURANCE

221 MAIN ST., HOTEL MARYLAND BLDG.
TELEPHONE COLONIAL 3-4477
ANNAPOLIS, MARYLAND

December 1, 1953

TO WHOM IT MAY CONCERN:

This is to certify that I have inspected the property known as No. 701 Chesapeake Avenue, Eastport, Annapolis, Maryland.

This property is located on a corner and consists of two lots each 50 feet by 150 feet. The improvements consist of a 2 story frame, composition roof dwelling, containing 7 rooms and bath. The house contains a full basement, and is heated by a gas fired hot water furnace. Improvements are in very poor condition and in very bad need of repair.

In my opinion, the present market value of this property is $9,250.00.

Respectfully submitted

Fred E. Voges

Fred E. Voges
Realtor

Subscribed and sworn to before me, a Notary Public of the State of Maryland, Anne Arundel County, this 7th day of December, 1953.

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

Alice C. Hudak

Alice C. Hudak, Notary Public

Examiner's Exhibit No. 1
Matter of Higgins
No. 10,583 Equity
filed 11/19/54 CVC
29

Filed 24 Nov., 1954

IN THE MATTER OF THE	:	NO. 10,583 EQUITY
ESTATE OF	:	IN THE
DANIEL THOMAS WIGGINS,	:	CIRCUIT COURT FOR
INCOMPETENT	:	ANNE ARUNDEL COUNTY

PETITION TO RATIFY AND CONFIRM
SALE AS OF DECEMBER 21, 1955

To the Honorable, the Judges of said Court:

The Petition of Isabelle B. Wiggins, Committee of Daniel T. Wiggins, by Childs and Bald, her Solicitors, respectfully represents:

That the property described in these proceedings was sold under Decree of this Honorable Court to Joseph A. Plattner and Gertrude M. Plattner, his wife, and deed executed on the 30th day of October, 1954, and duly recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 876, folio 503, before ratification of sale by this Honorable Court.

That Order Nisi was duly published and certificate of publication thereof is filed herewith.

TO THE END, therefore,

May it please your Honors to pass an order, in these presents, ratifying and confirming the said sale as of the date of December 21, 1955.

Respectfully submitted.

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs
SOLICITORS FOR ISABELLE B. WIGGINS,
COMMITTEE OF DANIEL T. WIGGINS

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

30

Filed 19 Aug., 1955.

LIBER 93 PAGE 139

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,588 Equity.
In The Matter Of The Estate Of
DANIEL THOMAS WIGGINS, Incompetent

Vs.

Ordered, this 18th day of November, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by Isabelle B. Wiggins, Committee of Daniel Thomas Wiggins, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 20th day of December next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of December next.

The report states that the amount of sales to be $10,500.00.

JOHN E. HOPKINS, 3rd., Clerk

True Copy, TEST:

JOHN E. HOPKINS, 3rd., Clerk.

d-8

No. E. C. .....

31

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 16, 1955

We hereby certify, that the annexed

Order Nisi. Sale.

Eq. 10,583

Daniel Thomas Wiggins

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 20th day of December, 1954. The first insertion being made the 17th day of November, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By B. Tilghman

Filed 19 Aug., 1955.

In the Case of

LIBER 93 PAGE 140

In the Matter of the
Estate of
~~his~~
Daniel Thomas Wiggins,
an incompetent

In the

Circuit Court

For

Anne Arundel County

No. 10,583 Equity

To the Honorable, the Judges of said Court:

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

September 8, 1955

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

31

Filed 14 Sept., 1955.

Dr. In the Matter of the Estate of Daniel Thomas Wiggins, an incompetent in ac.

Committee's Commissions Waived.			
To Committee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs to date	67 50		
Gilbert G. Miller - Sheriff's costs	1 90		
Stenographer - Testimony of 11/10/52	6 00		
Auditor - stating this account	22 50		
			107 90
To Committee for Expenses, viz:			
Capital-Gazette Press - order nisi (acct)	6 00		
Hartford Accident & Indemnity Co. -			
1954 bond premium	62 50		
1955 bond premium	38 30		
Auditor - examining and verifying Committee's first fiduciary report 1952-4)	4 00		
Childs & Bald - preparing income tax returns	15 00		125 80
To Committee for Maintenance of Ward and his Family, viz:			
U. S. Naval Hospital - expenses of Ward	49 00		
Isabelle B. Wiggins, wife of Ward - support and maintenance (Orders 3/24/54 and 11/16/54)	1,761 75		
City Water Department - water rent	13 02		
Gas & Electric Co. - service	130 93		
Balance due on fire insurance premium	7 10		
C. Addison Hodges - nine payments of $40.00 each on mortgage	360 00		
1954 State and County taxes (701 Chesapeake Ave.)	100 47		
Henry Hawkins - moving personal effects to 118 Severn Avenue	25 00		2,447 27
To Committee for Disbursements in connection with Sale of 701 Chesapeake Ave., viz:			
T. Carroll Worthington - broker's commission	500 00		
Fred E. Voges - appraisal and testimony	25 00		
Chipman W. Cunningham - Examiner's fee	10 00		
Katharine H. McCutchan - stenographer's fee	5 00		
Capital-Gazette Press - order nisi (sale)	8 00		
One-half Federal and State documentary stamps	11 55		
Release of mortgage	5 75		
C. Addison Hodges - balance due on mortgage	3,123 35		
Childs & Bald - fee for legal services (Order 11/16/54)	300 00		
Amount overdrawn by Committee for personal expenses from proceeds sale (Order 8/22/55)	309 29		
			4,297 94
VALUE OF ESTATE IN HANDS OF COMMITTEE, viz:			
Income cash balance	121 91		
Corpus cash balance	6,202 06		6,323 97
			13,302 88

92.

with Isabelle B. Wiggins, Committee Cr.

1953						
Dec.	31	**Income Received**				
		Treasurer of United States - pension payments of $160.45 from 1/1/54 to 6/30/54	962	70		
		Pension payment of 7/1/54	4	05		
		Pension payments of $121.35 from 8/1/54 to 12/31/54	606	75		
		Pension payments of $121.35 from 1/1/55 to 5/1/55	485	40		
		Pension payments of $130.38 from 5/1/55 to 7/1/55	260	76		
		Accrued interest on purchase price of 701 Chesapeake Avenue	322	42		
		First Federal Savings & Loan Ass'n: Dividend paid 12/31/54	51	50		
		Dividend paid 6/30/55	109	30	2,802	88
		Corpus Receipts				
1954						
Oct.	30	Proceeds of Sale of 701 Chesapeake Avenue (Order 4/15/54)	10,500	00	10,500	00
					13,302	88

LIBER 93 PAGE 143

ORDER NISI

In the Matter of the Estate of ~~ADDRESS~~ Daniel Thomas Wiggins, an incompetent

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 10,583 Equity.

ORDERED, This 14 day of September, 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 19 day of October next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 19 day of October next.

Filed 14 Sept. 1955. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 27th day of October, 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.

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Filed: 27 Oct. 1955

LIBER 93 PAGE 144 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 12, 1955

We hereby certify, that the annexed

Order Nisi Eq. 10583

Auditor account.

Daniel Thomas Wiggins

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 19th day of October, 1955. The first insertion being made the 17th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed: 27 Oct. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,583 EQUITY

In the Matter of the Estate of
DANIEL THOMAS WIGGINS,
An Incompetent.

Orderod, this 14th day of September, 1955, That the Report and Account of the Auditor, filed this day in the above entitled couse BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 10th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of October next.

GEORGE T. CROMWELL, Clerk,
True Copy. TEST:
GEORGE T. CROMWELL, Clerk.

o-1

No. E. C. 26

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LIBER 93 PAGE 145

IN THE MATTER OF : EQUITY NO. 10,245
THE TRUST ESTATE OF : IN THE CIRCUIT COURT FOR
LEONA T. HOOVER, DECEASED : ANNE ARUNDEL COUNTY

: : : : : : : : : : :

PETITION FOR COURT TO ASSUME JURISDICTION
OF TRUST ESTATE

Filed June 15, 1965

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Sara T. Allen, Co-Executrix under the Last Will and Testament of Leona T. Hoover, deceased, late of Severna Park, Anne Arundel County, Maryland, respectfully shows unto your Honors:

FIRST: That she, the said Sara T. Allen, and Isabelle Tammany were constituted and appointed and qualified as Executrices of the Last Will and Testament of Leona T. Hoover, deceased.

SECOND: That the Last Will and Testament of Leona T. Hoover makes a provision for a trust estate to be administered for the benefit of her two sons, George William Hoover, age 18, and Robert Michael Hoover, age 15, who are now living with your Petitioner.

THIRD: The Last Will and Testament of Leona T. Hoover was duly admitted to probate in the Orphans Court for Anne Arundel County, and the Executrices named therein qualified and administered this estate, and have filed their First and Final Account which has been passed and ratified by the Orphans Court for Anne Arundel County. A certified copy of the Last Will and Testament of Leona T. Hoover, deceased, is

filed herewith and prayed to be taken as a part hereof, and marked "Petitioner's Exhibit A".

FOURTH: At the time of the demise of the said Leona T. Hoover, a widow, she was possessed of a parcel of land situate at Severna Park, Anne Arundel County, Maryland, improved by a three story dwelling, now under rent, appraised at $16,750.00, which was conveyed to William J. Hoover and Leona T. Hoover, his wife, by the Severna Company by deed dated December 9, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 158, folio 74, (the said William J. Hoover having predeceased the said Leona T. Hoover); and also possessed of the following securities: 10 shares American Telephone and Telegraph Company appraised at $1,512.50, 4 shares Annapolis Banking and Trust Company appraised at $92.00, 20 shares General Motors common appraised at $870.63, 18 shares United Aircraft common appraised at $389.10, and cash in the Wilmington Trust Company, Wilmington, Delaware $126.05 thus, the appraised value of this estate is $19,740.28.

NOW, THEREFORE, YOUR PETITIONER PRAYS that this Honorable Court assume jurisdiction of the trust as set out in the Last Will and Testament of Leona T. Hoover, deceased, and prescribe rules and regulations for the administration thereof.

AND, AS IN DUTY BOUND, etc.

George E. Rullman
Solicitor for Petitioner

Sara T. Allen, Petitioner

STATE OF DELAWARE, CITY OF WILMINGTON, to wit:-

I hereby certify that on this 14th day of June, in the year Nineteen Hundred and fifty-one (1951), before me, the subscriber, a Notary Public of the State of Delaware, in and for the City aforesaid, personally appeared Sara T. Allen, Co-Executrix of the Last Will and Testament of Leona T. Hoover, deceased, and made oath in due form of law that the matters and facts set forth in the foregoing Petition are true as therein set forth.

Witness my hand and Notarial Seal,

Marion K. Graham

NOTARY PUBLIC
My Commission Expires Oct. 7, 1952

Notary Public

ORDER OF COURT

Upon the aforegoing Petition, Affidavit, and Exhibit of Sara T. Allen, Co-Executrix under the Last Will and Testament of Leona T. Hoover, deceased, praying the Court to take jurisdiction of the trust created under the said Last Will and Testament, this Court assumes, on this 15th day of June, 1951, jurisdiction of the trust created, and appoints Sara T. Allen Trustee, and directs that the Trustee shall give bond in the penalty of Twenty Thousand Dollars ($20,000.00), to be approved by the Clerk of this Court; and, further, that the Trustee is hereafter and henceforth to file a yearly report of all assets, liabilities and expenses incident to the administration of this estate.

Filed 15 June, 1951

Benjamin Nicholson

Judge

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EQUITY NO. 10,245

(INT. REV. STAMP $1.00)

THIS DEED, Made this 9th day of December, in the year nineteen hundred and thirty-six, by and between THE SEVERNA COMPANY, a body corporate of the State of Maryland, party of the first part, and WILLIAM J. HOOVER and LEONA T. HOOVER, his wife, of Anne Arundel County, State of Maryland, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, tnis day paid, the receipt of which is hereby acknowledged, the said THE SEVERNA COMPANY doth grant and convey unto the said WILLIAM J. HOOVER and LEONA T. HOOVER, his wife, as tenants by the entireties, their assigns, the suvivor of them and the heirs and assigns of the survivor, forever in fee simple, subject to the operation and effect of the conditions and restrictions hereinafter referred to, all those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, at the southwest corner of Park Place and the Old County Road and being the lots designated as Lots Nos. Thirty-eight A (38 A) and Thirty-eight (38) on the Plat of SEVERNA PARK made by Redding & Howard, Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1 folio 43.

For title of said grantor, see deed to it from The Severn River Land Company dated May 1, 1916 and recorded among said Land Records in Liber G.W. No. 128 folio 426 &c.

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

TO HAVE AND TO HOLD the said lots of ground, with the improvements and appurtenances aforesaid, unto and to the use of the said WILLIAM J. HOOVER and LEONA T. HOOVER, his wife, as tenants by the entireties, their assigns, the survivor of them and the heirs and assigns of

No. 10,245 Eq
Trust Estate Leona T. Hoover
Examiner's Exh. 2
E/Clowers
Examiner

Examiner's Exhibit 2. E/Clowers
Examiner

4 Re-filed 25 Oct, 1955 Filed 22 Sept, 1955

the survivor, forever in fee simple, subject, however, to the operation and effect of the covenants and restrictions mentioned and referred to in a Deed from The Severna Company to Charles F. Reckner and wife dated May 14, 1924, and recorded among the Land Records aforesaid in Liber W.N.W. No. 88 folio 422&c.

AND the said party of the first part doth hereby covenant that it will warrant specially the property hereby conveyed and that it will execute such other and further assurances hereof as may be requisite.

AS WITNESS the corporate seal of the said The Severna Company and the signature of Anna L. Hatton, its President.

ATTEST:- THE SEVERNA COMPANY

JANE W. REGESTER (CORPORATE SEAL) by ANNA L. HATTON

TEST: PRESIDENT

HOWARD C. WILCOX

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

I HEREBY CERTIFY, that on this 9th day of December, 1936, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Anna L. Hatton, President of The Severna Company, the within named grantor, and she acknowledged the foregoing deed to be the act of said body corporate.

AS WITNESS my hand and Notarial seal.

(NOTARIAL SEAL) JANE W. REGERSTER

NOTARY PUBLIC

Recorded-10th-Dec-1936-at-3-P.M.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber F.A.M. No. 158, folio 74, 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 16th day of September, 1955.

George T. Cromwell

George T. Cromwell, Clerk

IN THE MATT. OF
THE TRUST ESTATE OF
LEONA T. HOOVER, DECEASED

LIBER 93 PAGE 151

EQUITY NO. 10245
IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY

PETITIONER'S EXHIBIT "A"

I, LEONA T. HOOVER, of Severna Park, Anne Arundel County and State of Maryland, do make, publish and declare this as and for my Last Will and Testament in manner and form as follows:

FIRST: I order and direct my Executrices hereinafter named to pay my just debts and funeral expenses as soon as convenient after my decease.

SECOND: I give and bequeath unto my two sons, George William Hoover and Robert Michael Hoover, my silverware, the same to be divided between them equally, so far as is practicable by my said Executrices.

THIRD: I give and bequeath unto my said Executrices the contents of my house in which I am residing at the time of my decease, excepting my silverware, and any moneys, stocks, bonds or other evidences of indebtedness found therein, to be disposed of by them in accordance with the instructions heretofore made in writing, which is enclosed in the envelope containing this my Last Will and Testament, and I direct that any inheritance, or other tax of any nature charged against decedent's estates which may become due and payable by any beneficiary under this item shall be paid out of my residuary estate.

FOURTH: All the rest, residue and remainder of my estate, whatsoever kind and wheresoever the same may be situate at the time of my decease, I give, devise and bequeath unto my sister, Sara T. Allen, IN TRUST, NEVERTHELESS, for the following uses, intents and purposes, that is to say:

To manage the real estate and to collect the rents and other income arising therefrom and to hold, manage, invest, call in and re-invest the personalty, and to collect the interest and income arising therefrom, and after the payment of the taxes, insurance, repairs and other proper and necessary charges connected with or growing out of the management of the real estate and the costs and expenses arising or growing out of the administration of the personalty to hold the balance of the income from both the real estate and personalty, together with the

Filed June 15, 1951

No. 10,245 Eq. Examiner's Exhibit 1. E. Clawans, examiner
Trust Estate Leona T. Hoover Ref. filed 22 Sept., 1955
Examiner's Exh. 1. E. Clawans, examiner Ref. filed 25 Oct., 1955

personalty for the uses and purposes hereinafter mentioned, that is to say upon the FURTHER TRUST:-

(a) In the event that both of my said sons, George William Hoover and Robert Michael Hoover, shall survive me, to expend the net income from the Trust Estate, and such portions of the principal thereof as, in the sole judgment of the Trustee, shall be reasonably required for the maintenance, care, education and comfort of my two sons during their joint lives and until my son, Robert Michael Hoover, shall have arrived at the age of twenty-three years, and upon the arrival of my son, Robert Michael Hoover, at the age of twenty-three years, to divide the Trust Estate, both real and personal, together with all accumulations of income thereon, then remaining in the name or possession of the Trustee, into two equal parts, and to assign, transfer, set over and deliver one of said parts unto my son, George William Hoover, and the other of said parts unto my son, Robert Michael Hoover, to have and to hold to them and their respective heirs, executors, administrators and assigns, freed and discharged from any and all Trusts, but

(1) In the event that one of my said sons should die during the continuance of the Trust and before the arrival of my son, Robert Michael Hoover, at the age of twenty-three years, without leaving lawful issue surviving, then, thereafter to expend the net income from the Trust Estate, and such portions of the principal as, in the sole judgment of the Trustee, shall be reasonably required for the maintenance, care, education and comfort of the survivor until such survivor shall have arrived at the age of twenty-five years, and upon the arrival of such survivor at the age of twenty-five years, to assign, transfer, set over and deliver the Trust Estate, both real and personal, together with all accumulations of income thereon, then remaining in the name or possession of the Trustee, unto such survivor, to have and to hold to such survivor and to his heirs, executors, administrators and assigns, freed and discharged from any and all trusts, or if such survivor shall have died before arriving at the age of twenty-five years, leaving lawful issue surviving, then to assign, transfer, set over and deliver such Trust Estate then or remaining unto such issue in equal shares to have and to

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hold to them and their respective heirs, executors, administrators and assigns, freed and discharged from any and all trusts, or if such survivor shall have died before arriving at the age of twenty-five years without leaving lawful issue surviving, then to assign, transfer, set over and deliver such trust estate then or remaining to the following named persons, in equal shares; my sisters, Sara T. Allen, Isabelle Tammany, my brothers, Albert S. Tammany, John Tammany, my sister-in-law, Ruth M. Hoover, my brothers-in-law, Carl H. Hoover, Paul V. Hoover, their heirs, executors, administrators and assigns, freed and discharged from any and all trusts, or

(2) In the event that one of my said sons should die during the continuance of the Trust and before the arrival of my son, Robert Michael Hoover, at the age of twenty-five years leaving lawful issue surviving then upon the death of such son, to divide the Trust Estate, both real and personal, together with all the accumulations of income thereon, then remaining in the name or possession of the Trustee, into two equal parts, and to assign, transfer, set over and deliver one of said parts unto such issue in equal shares, to have and to hold to them and to their respective heirs, executors, administrators and assigns freed and discharged from any and all Trusts, and thereafter to expend the net income from the remaining part and such portions of the principal of said part as, in the sole judgment of the Trustee, shall be reasonably required for the maintenance, care, education and comfort of the survivor until such survivor shall have arrived at the age of twenty-five years, and upon the arrival of such survivor at the age of twenty-five years, to assign, transfer, set over and deliver the balance of such remaining part of the Trust Estate, both real and personal, together with all accumulations of income thereon then in the name or possession of the Trustee, unto such survivor to have and to hold to such survivor and to his heirs, executors, administrators and assigns, freed and discharged from any and all Trusts, or if such survivor shall have died before arriving at the age of twenty-five years, leaving lawful issue surviving, then to assign, transfer, set over and deliver the said balance of such remaining part of the Trust Estate unto such issue in equal shares to have and to hold to them and their

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respective heirs, executors, administrators and assigns, freed and discharged from any and all Trusts, or if such survivor shall have died before arriving at the age of twenty-five years without leaving lawful issue surviving, then to assign, transfer, set over and deliver the said balance of such remaining part of the Trust Estate to the following named persons, in equal shares; my sisters, Sara T. Allen, Isabelle Tammany, my brothers, Albert S. Tammany, John Tammany, my sister-in-law, Ruth M. Hoover, my brothers-in-law, Carl H. Hoover, Paul V. Hoover, their heirs, executors, administrators and assigns, freed and discharged from any and all trusts.

(b) In the event that one of my said sons should die in my lifetime without leaving lawful issue surviving, then and in that event to expend the net income from the Trust Estate, and such portions of the principal thereof as, in the sole judgment of the Trustee, shall be reasonably required for the maintenance, care, education and comfort of my surviving son until he shall have arrived at the age of twenty-five years and upon the arrival of such surviving son at the age of twenty-five years to assign, transfer, set over and deliver the Trust Estate, both real and personal, together with all accumulations of income thereon, then remaining in the name or possession of the Trustee, unto such survivor, to have and to hold to such survivor and to his heirs, executors, administrators and assigns, freed and discharged from any and all Trusts, or if such survivor shall have died before arriving at the age of twenty-five years, leaving lawful issue surviving, then to assign, transfer, set over and deliver such Trust Estate then so remaining unto such issue to have and to hold to them and their respective heirs, executors, administrators and assigns, freed and discharged from any and all trusts, or if such survivor shall have died before arriving at the age of twenty-five years without leaving lawful issue surviving, then to assign, transfer, set over and deliver such Trust Estate then or remaining to the following named persons, in equal shares; my sisters, Sara T. Allen, Isabelle Tammany, my brothers, Albert S. Tammany, John Tammany, my sister-in-law Ruth M. Hoover, my brothers-in-law, Carl H. Hoover, Paul V. Hoover, their heirs,

executors, administrators and assigns, freed and discharged from any and all trusts.

FIFTH: I authorize and empower the Executrices of this my Will and/or the Trustee of any Trust created in this my Will, in their or her discretion to sell either at public or private sale or sales, all or any part of the real estate of which I may die seized, and by good and sufficient deed or deeds to convey the same to the purchaser or purchasers thereof, freed and discharged from any and all Trusts and without liability on the part of such purchaser or purchasers to see to the application, non-application or mis-application of the purchase money or any part thereof, the proceeds arising from any such sale or sales to become a part of the said Trust Estate and to be administered as such.

SIXTH: In the event that both of my sons shall predecease me, then and in that event, I give, devise and bequeath the said rest, residue and remainder of my estate, in equal shares, to the following named persons; my sisters, Sara T. Allen, Isabelle Tammany, my brothers, Albert S. Tammany, John Tammany, my sister-in-law, Ruth M. Hoover, my brothers-in-law, Carl H. Hoover, Paul V. Hoover, their heirs, executors, administrators and assigns.

LASTLY, I do nominate, constitute and appoint my two sisters, Sara T. Allen and Isabelle Tammany, to be the Executrices of this my Last Will and Testament, and I request and direct that no bond of suretyship or security for the faithful performance of their duties as Executrices be required upon the granting to them of Letters Testamentary.

IN WITNESS WHEREOF, I, Leona T. Hoover, have to this my Last Will and Testament set my Hand and Seal this 8th day of May A. D. 1950.

Leona T. Hoover (SEAL)

Signed, Sealed, Published and Declared by the above named Testatrix, Leona T. Hoover, as and for her Last Will and Testament, in the presence of us, who at her request, and in her presence, and in the presence

of each other, have hereunto subscribed our names as witnesses the day and year last aforesaid.

Marie K. O'Neal

Harvey L. Fell

Charles B. Allen

I, Leona T. Hoover, of Severna Park, Anne Arundel County and State of Maryland, do make, publish and declare this as a Codicil attached to and forming a part of my Last Will and Testament dated May 8, A. D. 1950.

ITEM - My said Trustee, named under Item Four of my Last Will and Testament, shall not be required to give any bond for the faithful performance of the trust, bond being hereby waived.

IN WITNESS WHEREOF, I, Leona T. Hoover, have to this Codicil, attached to and forming a part of my Last Will and Testament, set my Hand and Seal this 8th day of May A. D. 1950.

Leona T. Hoover (SEAL)

Signed, sealed, published and declared by the above named testatrix, Leona T. Hoover, as and for a Codicil attached to and forming a part of her Last Will and Testament, in the presence of us, who at her request, and in her presence and in the presence of each other, have hereunto subscribed our names as witnesses.

Marie K. O'Neal

Harvey L. Fell

Charles B. Allen

LIBER 93 PAGE 157

STATE OF MARYLAND

Anne Arundel County

I, R. GLENN PROUT, Register of Wills, and by law Keeper of the Seal and of the Records, and of the Original Papers of the Orphans' Court of Anne Arundel County, do hereby certify that the aforegoing is a true and full copy of the Last Will and Testament *of* Leona T. Hoover *late of said County deceased taken from* the original which is filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court this 8th *day of* June *in the year of our Lord, nineteen hundred and* fifty-One.

R Glenn Prout

Register of Wills for Anne Arundel County

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LIBER 93 PAGE 158

IN THE MATTER OF THE ESTATE OF LEONA T. HOOVER, DECEASED : EQUITY NO. 10,245 IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Sara T. Allen, and The Home Indemnity Company, a body corporate of the State 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 Thousand and 00/100 Dollars ($ 20,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors, administrators, jointly and severally, firmly by these presents--sealed with our seals and dated this 13th day of July, in the year of our Lord One Thousand Nine Hundred and fifty-one (1951).

WHEREAS the above bounden Sara T. Allen, by virtue of a Decree of the Honorable, the Judges of the Circuit Court for Anne Arundel County, in Equity, dated June 15, 1951, has been appointed Trustee to administer the trust mentioned in the proceedings in the case of "In the Matter of the Trust Estate of Leona T. Hoover", Equity Number 10,245, now pending in said Court.

Now the Condition of the above Obligation is such THAT if the above bounden Sara T. Allen do and shall well and faithfully perform the trust reposed in her by said Decree, or that may be reposed in her by any future Decree or Order in the premises, then the above obligation shall be void; otherwise, to be and remain in full force and virtue of law.

Signed, sealed and delivered in the presence of:

Sara T. Allen (SEAL)
Sara T. Allen

Elizabeth K. Cady
Elizabeth K. Cady

THE HOME INDEMNITY COMPANY

BY: Robert N. Thorne
Robert N. Thorne, Attorney-In-Fact

E. L. Jamison
E. L. Jamison

Approved this 19 July, 1951.
John H. Hopkins, 3rd, Clerk.

Filed 19 July, 1951.

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IN THE MATTER OF	:	EQUITY NO. 10,245
THE TRUST ESTATE OF	:	IN THE CIRCUIT COURT
LEONA T. HOOVER, DECEASED	:	FOR ANNE ARUNDEL COUNTY

...

PETITION FOR RATIFICATION OF CONTRACT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Sara T. Allen, Trustee in the above entitled matter, respectfully shows unto Your Honors:

First: That by an Order of this Honorable Court passed on the 15th day of June, 1951, jurisdiction of the trust was assumed, and your Petitioner was appointed Trustee of this estate, she has qualified by giving corporate bond in the penalty of Twenty Thousand Dollars ($20,000.00) which bond has been filed and approved by the Clerk of this Honorable Court on the 19th day of July, 1951.

Second: That this Trust was created by the Last Will and Testament of Leona T. Hoover, deceased, who died testate on the 30th day of June, 1950, which Last Will and Testament was duly admitted to probate in the Orphans Court of Anne Arundel County. The administration of the estate in the Orphans Court was completed and all costs and taxes involved therein have been paid and satisfied as shown by the First and Final Account passed by the Orphans Court on the 29th day of May, 1951. A certified copy of the said Last Will and Testament of Leona T. Hoover, deceased, has been filed in this cause and is prayed to be taken as a part hereof.

Third: The beneficiaries of this trust are the two surviving sons of Leona T. Hoover, deceased; namely, George William Hoover, now age 22, and Robert Michael Hoover, now age 20.

Fourth: The late Leona T. Hoover died seized and possessed of a parcel of land located at Severna Park in the Third Election District of Anne Arundel County, improved by a dwelling and being the property conveyed to William J. Hoover, who predeceased his wife, and Leona T. Hoover, his wife, by the Severna Company, a body corporate of the State

16 Filed 22 Sept., 1955

of Maryland, by deed dated December 9, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 158, folio 74. A certified copy of said deed is filed herewith and prayed to be taken as a part hereof.

Fifth: That the property since the death of said Leona T. Hoover has been under rent and the income therefrom has been used for the support and maintenance of the beneficiaries of the trust, and the expenses instant to the upkeep and maintenance of said property, which has amounted to a considerable sum and the dwelling is now in need of substantial repairs.

Sixth: In the Last Will and Testament of Leona T. Hoover, there is a provision contained in the Fifth Paragraph, as follows:-

"I authorize and empower the Executrices of this my Will and/or the Trustee of any Trust created in this my Will, in their or her discretion to sell either at public or private sale or sales, all or any part of the real estate of which I may die seized, and by good and sufficient deed or deeds to convey the same to the purchaser or purchasers thereof, freed and discharged from any and all Trusts and without liability on the part of such purchaser or purchasers to see to the application, non-application or mis-application of the purchase money or any part thereof, the proceeds arising from any such sale or sales to become a part of the said Trust Estate and to be administered as such."

Seventh: Your Petitioner, acting under and by virtue of the authority as set out in the above paragraph, has entered into a contract of sale with Howard McCoy and Pauline B. McCoy, his wife, for the purchase of the real estate of which the said Leona T. Hoover died seized and possessed, at and for the sum of Twenty-five Thousand Dollars ($25,000.00) of which Twenty-five Hundred Dollars ($2,500.00) was paid at the signing thereof, the balance of purchase price to be paid upon ratification of this sale by this Honorable Court. The contract entered into between the parties is filed herewith and prayed to be taken as a part hereof.

Eighth: Your Petitioner states to this Honorable Court that she is of the opinion that the price offered is adequate and it would be to the advantage and benefit of this estate that the contract of sale be

ratified and the proceeds thereof be invested for the benefit of the wards.

NOW, THEREFORE, your Petitioner prays your Honors to pass an Order in the premises, ratifying the contract of sale entered into between her as Trustee and Howard B. McCoy and Pauline B. McCoy, his wife, and further, that this Petition be referred to one of the standing Court Examiners in order that testimony may be taken to sustain and support the allegations contained therein.

AND as in duty bound, etc.

Sara T. Allen

Sara T. Allen, Trustee of the Estate of Leona T. Hoover, deceased

George E. Rullman

George E. Rullman,
Attorney for Trustee

STATE OF DELAWARE, COUNTY OF New Castle , to wit:-

I hereby certify that on this 20 day of September, in the year 1955, before the subscriber, a Notary Public of the State of Delaware, in and for the County aforesaid, personally appeared Sara T. Allen, Trustee of the Estate of Leona T. Hoover, deceased, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true as therein stated.

Witness my hand and Notarial Seal.

M. J. Connor

Notary Public

My Commission Expires Nov. 20, 1956

Ordered by the Circuit Court for Anne Arundel County, sitting in Equity this 24th day of September, 1955 this Petition to be referred to one of the standing Court Examiners for the purpose of taking testimony to sustain and support the allegations therein.

Benjamin Michaelson

Judge

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Filed 24 Sept, 1955

Equity Number 10,245 LIBER 93 PAGE 162

CONTRACT OF SALE

THIS AGREEMENT, Made in duplicate this tenth day of September, in the year Nineteen Hundred Fifty-five (1955), by and between Sara T. Allen, Trustee, In The Matter of the Trust Estate of Leona T. Hoover, deceased, Number 10245 Equity in the Circuit Court for Anne Arundel County, VENDOR, and Howard M. McCoy and Pauline B. McCoy, his wife, of Farmington, Connecticut, VENDEES.

WITNESSETH: That the said Vendor does hereby bargain and sell unto the said Vendees, and the Vendees agree to purchase from the Vendor the following described property:

All those two lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, at the Southwest corner of Park Place and the Old County Road and being the lots designated as Lots Nos. 38-A and 38 on the Plat of Severna Park made by Redding and Howard, Surveyors, and recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, folio 43; Subject to conditions and restrictions of record.

Being the identical property which was conveyed to William J. Hoover and Leona T. Hoover, his wife (both now deceased), by the Severna Company by deed dated December 9, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 158, folio 74.

At and for the price of Twenty Five Thousand Dollars ($25,000.00) of which Two Thousand Five Hundred Dollars ($2,500.00) is paid at the signing of these presents; balance of purchase price to be paid upon ratification of this sale by the Circuit Court for Anne Arundel County sitting in Equity, and upon payment of the unpaid purchase price a deed to the Property shall be executed by the Vendor at the Vendees expense, which will convey the property herein described by a good and merchantable title to the Vendees, clear of all encumbrances, otherwise the above mentioned deposit or payment on account shall be refunded and this Contract shall become null and void.

All taxes, public dues and other assessments against the herein described property shall be adjusted to day of transfer and the cost of all documentary or revenue stamps required in this transfer shall be borne equally by the parties hereto.

Jonah Halsted
Witness

Sara T. Allen, Trustee (SEAL)
Sara T. Allen, Trustee

Jonah Halsted
Witness

Howard M. McCoy (SEAL)
Howard M. McCoy

Jonah Halsted
Witness

Pauline B. McCoy (SEAL)
Pauline B. McCoy

No. 10,245 Equity
Trust Estate Leona T. Hoover, deceased
Examiner's Exh. 3
E. I. Lawson
Examiner

Exhibit

Re-filed 25 Oct, 1955. Filed 22 Sept., 1955.

LIBER 93 PAGE 163

IN THE MATTER OF	:	EQUITY NO. 10,245
THE TRUST ESTATE OF	:	IN THE CIRCUIT COURT
LEONA T. HOOVER, DECEASED	:	FOR ANNE ARUNDEL COUNTY

::::::::::

TESTIMONY ON BEHALF OF THE PETITIONER

October 13, 1955

Present:

Mr. George E. Rullman, Solicitor for Petitioner

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Sara T. Allen, pages2,3,4.

J. Brooks Mellor, pages 4,5,6.

Robert B. Frank, pages 6 and 7.

20 Filed 25 Oct., 1955 1.

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

(Mr. Rullman)

1. Will you state your name and address, please?

A. Sara T. Allen, 2001 Kentmere Parkway, Wilmington, Delaware.

2. And you are the same party that is Trustee of the Trust Estate of Leona T. Hoover, deceased?

A. I am.

3. And you were duly appointed Trustee by the Court?

A. Yes.

4. And qualified as Trustee?

A. Yes.

5. This Trust was created by the Last Will and Testament of Leona T. Hoover, deceased, who died testate on the 30th day of June, 1950, and her Last Will and Testament was duly admitted to probate in the Orphan's Court for Anne Arundel County, and the estate has been fully administered in the Orphan's Court and all costs and taxes paid, is that correct?

A. That is correct.

6. Now, Mrs. Allen, I hand you a paper for identification, will you tell us what that is?

A. That is a certified copy of my sister's Last Will and Testament.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT OF LEONA T. HOOVER RE-FILED MARKED EXAMINER'S EXHIBIT NO.1)

7. Now, will you state who the beneficiaries of this trust are?

A. The beneficiaries are my sister's two boys, George William Hoover, age 22, and Robert Michael Hoover, he will be 20 next month.

8. What real estate, if any, did Mrs. Hoover die seized and possessed of?

A. The real estate at Severna Park, the lot and the house.

9. Can you describe that house?

A. It's situated on the corner of Park Place and Old County Road and designated as Lots 38 and 38A on the plat of Severna Park.

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10. Can you describe the dwelling?

A. It is rather colonial in design with living room, dining room, kitchen and den on the first floor; the second floor has four bedrooms and two baths.

11. Does this deed which I hand you describe that property?

A. Yes.

12. That is the deed?

A. Yes.

(CERTIFIED COPY OF DEED DATED DECEMBER 9, 1936 BETWEEN THE SEVERNA COMPANY AND WILLIAM J. HOOVER AND LEONA T. HOOVER, HIS WIFE, RE-FILED MARKED EXAMINER'S EXHIBIT NO. 2)

13. Now, Mrs. Allen, you have entered into a Contract of Sale, in accordance with your authority as Trustee of this property, with Howard M. McCoy and Pauline B. McCoy, his wife, for the sales price of Twenty Five Thousand Dollars ($25,000), is that correct?

A. That is correct.

14. Of which Two Thousand Five Hundred Dollars ($2,500) has been paid of the purchase price?

A. Correct.

15. Now, Mrs. Allen, by what authority did you execute this contract of sale, as Trustee?

A. Under the fifth paragraph of the Last Will and Testament of Leona T. Hoover.

16. What is your reason for wanting to dispose of this property?

A. The reason we kept it in the beginning, we thought one of the boys might wish to have it as a home but they are in college and no longer have any interest in the home, they both said they would prefer to sell it if we got a fair figure. Secondly, it has not been a good investment, to my knowledge as an investor, together with repairs, depreciation expenses, taxes, water and all that sort of thing, the rent has been very very small over a period of four years.

17. Is this house in need of repairs?

A. Yes, the kitchen is antiquated, it would have to be modernized, it needs painting throughout the interior, and I would say in the next year or two the outside would have to be painted and that would be expensive because it's a frame house, in fact, the house is over 15 years old and we may run into heater trouble which would be quite expensive. Fortunately, we didn't have to depend on the income from the house for the boys but in the years to come the income from this house would be even less.

18. Is this a copy of the original of the contract of sale?

A. That is the original.

(CONTRACT OF SALE RE-FILED MARKED EXAMINER'S EXHIBIT NO.3)

19. Do you think it is to the advantage of the trust estate and to the best advantage of the beneficiaries of this estate that this contract of sale be ratified and the proceeds invested for the benefit of George William Hoover and Robert Michael Hoover?

A. To my humble knowledge I think it would be best; now is the time to sell it.

(Mr. Klawans)

To the General Question under the rule, the witness answers: "I think the fact that the house is out of the way when this Trust terminates in 1958, this would be a better distribution of the equity."

Sara T. Allen

Sara T. Allen

J. Brooks Mellor, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. Will you state your name, address and occupation, please?

A. J. Brooks Mellor, Realtor, business address is Severna Park, Md. My residence is on Dividing Road, Manhattan Beach, which is in the

Severna Park district.

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

A. Thirty six years.

3. Mr. Mellor, have you had any experience in appraising real estate in and around Severna Park and Anne Arundel County, generally?

A. Yes sir, rather extensively. I have made appraisals for Baltimore Gas and Electric Company, I do all their work in Anne Arundel County; I have made 150 to 200 appraisals for the State Road Commission; I do all of the work for the Board of Education in Anne Arundel County; I appraised and acquired the property for the State Office Building here in Annapolis; I appraised the Gorman Street off street parking site; and I've done a lot of individual appraising.

4. You have qualified in this Court many times as a real estate expert and appraiser, isn't that correct?

A. Yes sir, I have.

5. Do you know the property in question, lots 38 and 38A in Severna Park?

A. Yes, I'm familiar with it.

6. What improvements are on that property?

A. The property is improved by a two and a half story frame/dwelling, composition shingled outside, full basement with cement floor, living room, dining room, kitchen, den, entrance hall on the first floor, and there are four bedrooms and two baths on the second floor, and an unfinished attic.

7. When did you last see this property?

A. Last Saturday, the 8th of October.

8. What is the condition of the house?

A. Fair to good I would say. I found quite a few things that should be done, the kitchen needs redecorating, the porch columns on the ends are rotted, one bathroom was not tiled, but on the whole it's rather good.

9. I show you a contract of sale entered into by and between Sara T. Allen, Trustee of this estate of Mrs Leona T. Hoover, with Howard M. McCoy and Pauline B. McCoy, his wife, in the amount of Twenty Five Thousand Dollars ($25,000), in your opinion, as a real estate expert, is that a fair and adequate price for that property?

A. Yes sir, it is a very good price in my opinion.

(Mr. Klawans)

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

J. Brooks Mellor

Robert B. Frank, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. Will you state your name and address, please?

A. Robert B. Frank, 9 Cedar Point Road, Linstead on the Severn, Severna Park, Maryland.

2. What is your occupation?

A. Appraiser and real estate salesman.

3. How long have you been so engaged?

A. Eleven years.

4. Have you made appraisals in and around Severna Park and Anne Arundel County, in general?

A. I have.

5. For whom have you made appraisals?

A. Provident Savings Bank, individuals, Veteran Administration for government income tax appraisal.

6. Do you know the property, or have you examined the property that is in question in this proceeding?

A. I have.

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7. And what does that consist of?

A. The house consist of a two and a half story frame building with kitchen, living room, dining room, den, reception hall on the first floor and four bedrooms and two baths on the second floor, unfinished attic and stairway, and there are two lots, 38 and 38A, on the corner of Park Place and Old County Road.

8. Now, Mr. Frank, I hand you a contract of sale for this property, entered into by Mrs. Allen as Trustee and Howard M. McCoy and Pauline B. McCoy, his wife, in the amount of Twenty Five Thousand Dollars ($25,000), of which Two Thousand Five Hundred Dollars ($2,500) has been paid on account, in your opinion, as a real estate expert and appraiser, is that a fair and adequate price for that property?

A. It is.

9. Would you recommend that sale?

A. I would.

(Mr. Klawans)

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

Robert B. Frank

There being no further witnesses to be examined on behalf of the Petitioner at this time, and no further testimony desired in her 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 October, 1955.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $7.00

LIBER 93 PAGE 169 B

IN THE MATTER OF THE	:	EQUITY NO. 10,245
TRUST ESTATE OF	:	IN THE CIRCUIT COURT
LEONA T. HOOVER, DECEASED	:	FOR ANNE ARUNDEL COUNYY

.....

DECREE RATIFYING SALE OF REAL ESTATE BY TRUSTEE

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

It is thereupon this 5th day of November, in the year Nineteen Hundred and Fifty-five (1955) by the Circuit Court for Anne Arundel County, sitting in Equity, Adjudged, Ordered and Decreed that the Contract of Sale for the property mentioned in these proceedings entered into by Sara T. Allen, Trustee, and Howard McCoy and Pauline B. McCoy, his wife, by virtue and under the authority of the Last Will and Testament of Leona T. Hoover, deceased, be confirmed and ratified and that the proceeds of said sale be administered by the Trustee in accordance with the provisions of the Last Will and Testament of the said Leona T. Hoover, deceased.

And be it further Ordered and Adjudged that the Trustee pay the costs of these proceedings from the funds of the Trust.

Benjamin McCubbin

JUDGE

Filed: 8 Nov. 1955

LIBER 93 PAGE 170

IN THE MATTER OF THE ESTATE : EQUITY NO. 10,245

OF LEONA T. HOOVER, DECEASED : IN THE CIRCUIT COURT FOR

ANNE ARUNDEL COUNTY

...

KNOW ALL MEN BY THESE PRESENTS:

That we, Sara T. Allen, of Arlington, State of Delaware, and the Home Indemnity Company, a body corporate of the State 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 Ten Thousand ($10,000.00) Dollars to which payment well and truly to be made we bind ourselves, and each of us, our and each of our heirs, executors, administrators, jointly and severally, firmly by these presents, sealed with our seals and dated this 27th day of March, in the year of our Lord One Thousand Nine Hundred and Fifty-six (1956).

WHEREAS the above bounden, Sara T. Allen, by virtue of a Decree of the Honorable, the Judges of the Circuit Court for Anne Arundel County, in Equity, dated June 15, 1951, has been appointed Trustee to administer the trust mentioned in the proceedings in Equity Number 10,245, now pending in said Court.

NOW the condition of the above obligation is such that if the above bounden Sara T. Allen, do and shall well and faithfully perform the trust reposed in her by said Decree, or that may be reposed in her by any future Decree or Order in the premises, then the above obligation shall be void, otherwise, to be and remain in full force and virtue of law.

Signed, sealed and delivered in the presence of:

TEST:

Frances T. Gaska
Frances T. Gaska

Sara T. Allen (SEAL)
Sara T. Allen

ATTEST:

Eilien Brogan
Eilien Brogan

THE HOME INDEMNITY COMPANY

By: [signature]
Attorney-in-fact

Bond approved this 2 apr. 1956.
George J. Cromwell
Clerk

Filed APR 2 1956

SIEGFRIED MICHAELIS
Edgewater P. O., Maryland

and

JOHN MARTIN
Edgewater P. O., Maryland

Complainants

vs.

HOWARD E. JARBOE
JOHANNA MILDRED JARBOE, his wife
610 ½ Park Road, N.W.
Washington, D. C.

IVA IRENE HANNON
R. F. D. No. 1
Brandywine, Maryland
Prince George County

and

E. VICTORIA HACKELTON, also known as
HENRIETTA V. HACKELTON
2010 Kalorama Road, N. W.
Washington, D. C.

Respondents

and all persons having or claiming to have any interest in the properties known as Lot 24, Block N, as shwon on plat of Loch Haven, First Election District of Anne Arundel County, Maryland; Lots 3587 and 3588 as shown on second plat of Woodland Beach, First Election District Anne Arundel County, Maryland; and Lots Nos. 1986 and 1987 as shown on second plat of Woodland Beach, First Election District of Anne Arundel County, State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,342 Equity

BILL OF COMPLAINT TO FORECLOSE

EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, by Louis M. Strauss, their Solicitor, respectfully show:

1. That on October 13, 1953, the Certificates of Tax Sale attached hereto and marked "Complainants' Exhibit No. 1" were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainants, which certificates are prayed to be taken as a part hereof.

2. That Certificate No. 2107 hereto attached was issued to Mrs. Aldona Michaelis on October 13, 1953 by Joseph H. Griscom, Sr., Collector as

Filed 4 May, 1955

aforesaid, and was addigned to your Orators by an Assignment dated February 8, 1955, and which assignment is attached hereto and prayed to be taken as a part hereof as "Complainants' Exhibit No. 2".

3. That the property mentioned in said certificates are described as follows:

(A) Certificate No. 2107 - Lot 24, Block N, (50 x 150) as shown on plat of Loch Haven Beach, First Election District, Anne Arundel County, and being the same property conveyed to Howard E. Jarboe and Johanna Mildred Jarboe, his wife, by Loch Haven Beach, Inc. by deed dated July 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 631, folio 276, and assessed on the date of the Collector's sale to Howard E. Jarboe and wife, whose last known address is 610 1/2 Park Road, N. W. Washington, D. C. The amount due on the date of sale was Twenty Eight Dollars and Eighty Six Cents ($28.86).

(b) Certificate No. 2104 - Lots 3587 and 3588, as shown on the Second Plat of Woodland Beach, First Election District, Anne Arundel County, and being the same property conveyed to Iva Irene Hannen from Warren Smadbeck and Devereaux Smadbeck, his wife, by deed dated August 14, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 227, folio 106 and assessed on the date of the Collector's sale to Iva Irene Hannen whose last known address was R. F. D. No. 1, Brandywine, Maryland. The amount due on the date of sale was Seventeen Dollars and Sixty Five Cents ($17.65).

(c) Certificate No. 2103 - Lots 1986 and 1987 as shown on the Second Plat of Woodland Beach, First Eledtion District, Anne Arundel County, and being the same property conveyed to Henrietta V. Hackelton, also known as E. Victoria Hackelton, from Frank I. Williams and Edith McC. Williams, his wife, by deed dated May 9, 1933 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 125, folio 74 and assessed on the date of the Collector's sale to E. Victoria Hackelton, whose last known address was 2010 Kalorama Road, N.W., Washington, D. C. The amount due on the date of sale was Twenty Two Dollars and Forty Eight Cents ($22.48).

4. That the description of the properties as the same appears upon the Tax Roll of the Treasurer of Anne Arundel County for the First Election District is the same as appears herein above described.

5. That the aforesaid lots of ground according to the Equity, Law and Land Records of Anne Arundel County and the Register of Wills of Anne Arundel County shows that the titles of said properties is still vested in the respective names of the Respondents herein and set forth above.

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

7. The Complainants pray for process directed to the above named Respondent, Iva Irene Hannon, R. F. D. No. 1, Brandywine, Prince George County, Maryland.

8. The Complainants pray for an Order of Publication directed to all parties in interest in the various properties.

9. To redeem the properties, it is necessary for the Respondents to pay the sums as set out after the descriptions of each property, with interest at the rate of six per cent (6%) per annum from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Complainants herein subsequent to the date of sale of said properties, plus all other amounts expended by the Complainants as the aforesaid properties, under the provisions of Article 81 of the Annotated Code of Maryland, 1951 Edition.

TO THE END, THEREFORE,

(a) That this Honorable Court pass a final decree foreclosing all the rights of redemption of the Respondents herein, in and to the properties described herein.

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

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforesaid properties, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the _____ day of _____, 1955 and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

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

Siegfried Michaelis
Siegfried Michaelis

Louis M. Strauss
Louis M. Strauss
Solicitor for Complainants

John P. Martin
John Martin

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 3rd day of May, 1955, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Siegfried Michaelis and John Martin, the above named Complainants, and each made oath in due for mof law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information and belief.

Witness my hand and Notarial Seal.

Notary Public

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LIBER 93 PAGE 175

2107

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer

County of Anne Arundel, hereby certify that on October 13th 1953, I sold to [illegible] at public auction for the sum of 50 Dollars and 00 Cents, of which 28.36 Dollars has been paid as a deposit on the property in 1st Dist described as Lot 24 Blk N 50 x 150 as shown on Plat on Lick Haven Bch A. A. co.

and assessed to [illegible]

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 14th 1954, 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 13th day of Oct 1953

[illegible]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, 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

"COMPLAINANTS' EXHIBIT No. 1"
Filed 4 May, 1955

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Potomac & Shadyside

LIBER 93 PAGE 176

2104 **CERTIFICATE OF TAX SALE**

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer

County of Anne Arundel, hereby certify that on October 13th 1953, I sold to S. Mikaelis
& John Martin
Woodland Beh at public auction for the sum of 18.00 Dollars and 00

Cents, of which 17.65 Dollars has been paid as a deposit on the property

in 1st Dist described as Lots 3537 to 3538 as shown

of Plat of Woodland Beh A.A.Co

and assessed to Iva Irene Hanson

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 14th 1954, 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 13th day of Oct 1953

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND

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Highland & Laurel

LIBER 93 PAGE 177

2103

CERTIFICATE OF TAX SALE

I, JOSEPH H. GRISCOM, Sr., Collector of Taxes for the State of Maryland and the
County Treasurer

County of Anne Arundel, hereby certify that on October 13th 1953, I sold to Michael's & John Martin Woodland Bch at public auction for the sum of 23.00 Dollars and 00 Cents, of which 22.48 Dollars has been paid as a deposit on the property in 1st Dist described as Lots 1986-1987 as shown in Plat of Woodland Bch G.G.Co

and assessed to E. Pinkerton Hackletton

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 14th 1954, 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 13th day of Oct 1953

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY

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LIBER 93 PAGE 178

For value received, I, the undersigned, do hereby assign all my right, title, interest and estate in and to the attached Tax Sale Certificate No. 2107, dated October 13, 1953, to Siegfried Michaelis and John Martin.

Witness my hand and seal this 8th day of February, 1955.

Attest:

Mary Ellen Turner Mrs Aldona Michaelis (SEAL)

Mrs. Aldona Michaelis

"COMPLAINANTS EXHIBIT No. 2"

Filed 4 May, 1955

LIBER 93 PAGE 179

LOUIS M. STRAUSS
SOLICITOR
Townsworth Building
Annapolis, Maryland

SIEDGFRIED MICHAELIS
Edgewater P. O., Maryland

and

JOHN MARTIN
Edgewater P. O., Maryland

vs.

HOWARD E. JARBOE
JOHANNA MILDRED JARBOE, his wife,
610 1/2 Park Road, N. W.
Washington, D. C.

IVA IRENE HANNON
R. F. D. No. 1
Brandywine, Prince George County,
Maryland

and

E. VICTORIA HACKELTON ,also known as
HENRIETTA V. HACKELTON
2010 Kalorama Road, N. W.
Washington, D. C. , and all persons having
or claiming to have any interest in the
properties known as Lot 24, Block N, as shown
plat of Loch Haven, First Election District
of Anne Arundel County, Maryland; Lots 3587
and 3588 as shown on second plat of Woodland
Beach, First Election District, Anne Arundel
County, Maryland; and Lots Nos. 1986 and 1987,
as shown on second plat of Woodland Beach,
First Election District of Anne Arundel County,
State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,342 Equity

ORDER OF PUBLICATION

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

(a) Lot 24, Block N (50x150) as shown on plat of Loch Haven, First Election District, Anne Arundel County and being the same property conveyed to Howard E. Jarboe and Johanna Mildred Jarboe, his wife, from Loch Haven Beach, Incorporated, by deed dated July 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 631, folio 276.

(b) Lots 3587 and 3588 as shown on second plat of Woodland Beach, First Election District, Anne Arundel County and being the same property conveyed to Iva Irene Hannon from Warren Smadbeck and wife, by deed dated August 14, 1940 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 227, folio 106.

Filed 4 May, 1955.

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(c) Lots 1986 and 1987 as shown on second plat of Woodland Beach, First Election District, Anne Arundel County and being same property conveyed to Henrietta V. Hackelton (also known as E. Victoria Hackelton) from Frank I. Williams and wife by deed dated May 9, 1933 and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 125, folio 74.

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 4 day of May, 1955, 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 having an interest in said properties to be and appear in this Court by the 13 day of July, 1955, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainants a title free and clear of all encumbrances.

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

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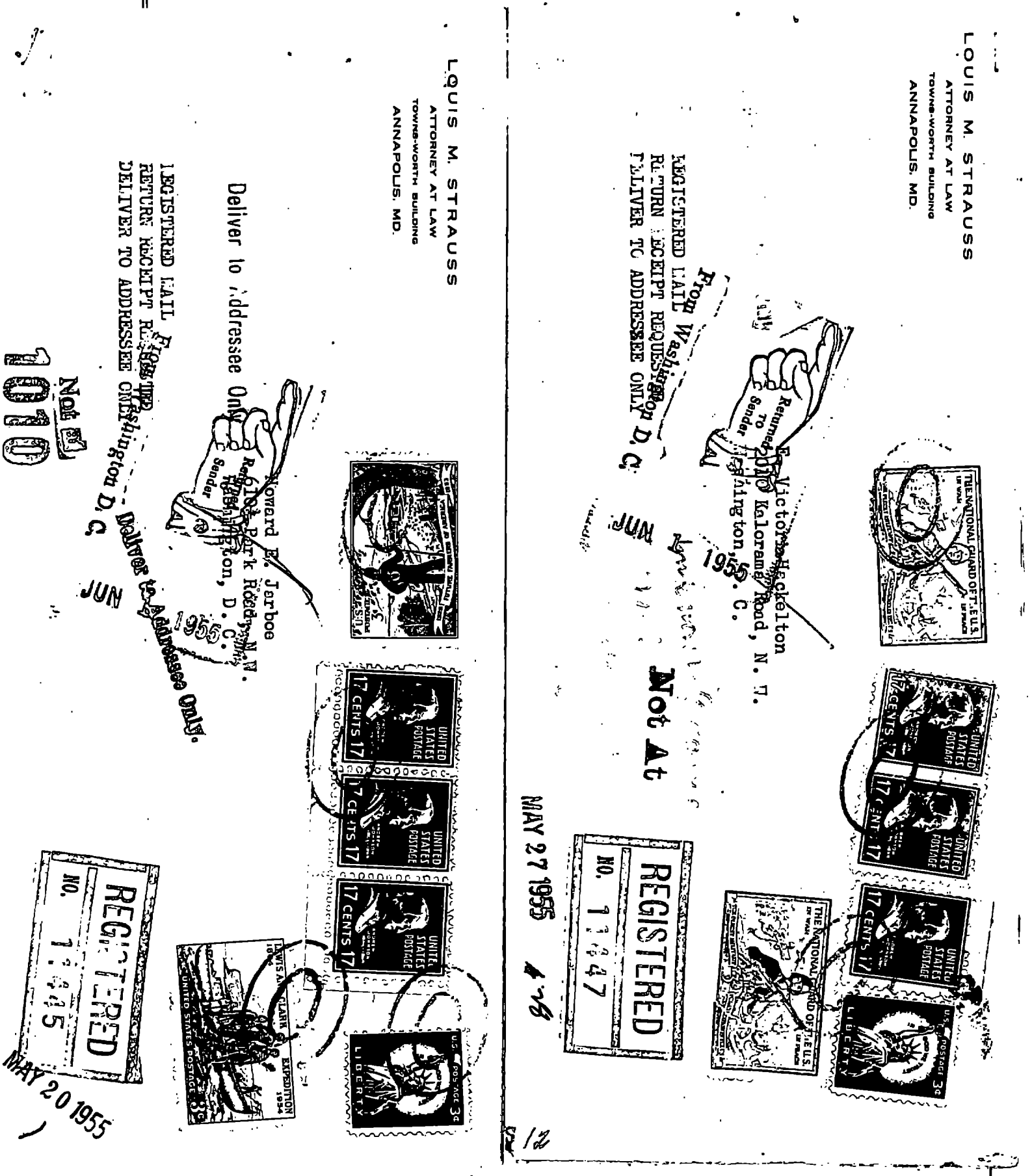
SIEGFRIED MICHAELIS Edgewater P. C., Mary land et al vs. HOWARD E. JARBOE, et al	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,342 Equity

REGISTERED LETTERS AND RETURN

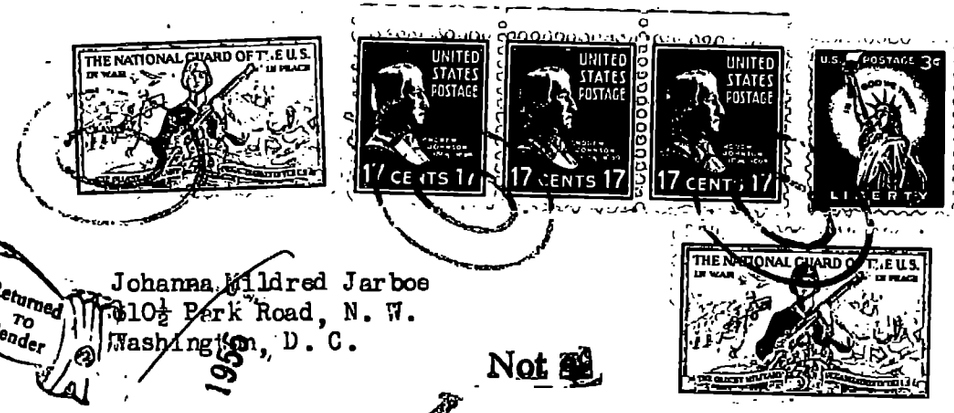


11

Filed 2 June, 1955

LOUIS M STRAUSS
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
ANNAPOLIS, MD.

LIBER 93 PAGE 182



Returned TO Sender

Johanna Mildred Jarboe
610½ Park Road, N. W.
Washington, D. C.

Not [illegible]

Deliver to Addressee Only
REGISTERED MAIL
RETURN RECEIPT REQUESTED
DELIVER TO ADDRESSEE ONLY

From Washington D.C.

Deliver to Addressee Only.

JUN 1 1955

1010

REGISTERED
NO. 11446

MAY 20 1955

Filed 2 June, 1955

LOUIS M. STRAUSS
SOLICITOR
Townsworth Building,
Annapolis, M[illegible]and

IN THE CIRCU[illegible]COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,342 Equity
SIEDGFRIED MICHAELIS, Edgewater

SIEDGFRIED MICHAELIS, Edgwater P. O., Maryland

and

JOHN MARTIN, Edgewater P. O., Maryland

Vs.

HOWARD E. JARBOE, JOHANNA MILDRED JARBOE, his wife, 610½ Park Road, N. W., Washington, D. C.

IVA IRENE HANNON, R. F. D. No. 1, Brandywine, Prince George County, Maryland

and

E. VICTORIA HACKELTON, also known as HENRIETTA V. HACKELTON, 2010 Kalorama Road, N. W., Washington, D. C., and all persons having or claiming to have any interest in the properties known as Lot 24, Block N, as shown plat of Loch Haven, First Election District of Anne Arundel County, Maryland; Lots 3587 and 3588 as shown on second plat of Woodland Beach, First Election District, Anne Arundel County, Maryland; and Lots Nos. 1986 and 1987, as shown on second plat of Woodland Beach, First Election District of Anne Arundel County, State of Maryland

ORDER OF PUBLICATION

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

(a) Lot 24, Block N (50 x 150) as shown on plat of Loch Haven, First Election District, Anne Arundel County and being the same property conveyed to Howard E. Jarboe and Johanna Mildred Jarboe, his wife, from Loch Haven Beach, Incorporated, by deed dated July 13, 1949 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 631, folio 276.

(b) Lots 3587 and 3588 as shown on second plat of Woodland Beach, First Election District, Anne Arundel County and being the same property conveyed to Iva Irene Hannon from Warren Smadbeck and wife, by deed dated August 14, 1940 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 227, folio 106.

(c) Lots 1986 and 1987 as shown on second plat of Woodland Beach, First Election District, Anne Arundel County and being same property conveyed to Henrietta V. Hackelton (also known as E. Victoria Huckelton) from Frank L. Williams and wife by deed dated May 9, 1933 and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 125, folio 74.

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 4th day of May, 1955, 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 having an interest in said properties to be and appear in this Court by the 13th day of July, 1955, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Complainants a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H HOPKINS, 3rd., Clerk.

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LIBER 93 PAGE 183

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 Publication

Eq. 11,342.

Howard E. Jarboe

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of July, 1955. The first insertion being made the 12th day of May, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmansm

Filed 20 July, 1955.

LIBER 93 PAGE 184

SIEGFRIED MICHAELIS

JOHN MARTIN

vs.

HOWARD E. JARBOE
JOHANNA MILDRED JARBOE, his wife,
et al

No. 11,342 DIVORCES - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, Howard E. Jarboe and Johanna Mildred Jarboe, his wife, Iva Irene Hannon and E. Victoria Hackelton, also known as Henrietta V. Hackelton 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 20th day of July, 19 55 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 Michaelson
Judge

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Filed 20 July, 1955

SIEGFRIED MICHAELIS Edgewater, P. O., Maryland, et al	:	IN THE CIRCUIT COURT
vs.	:	FOR
HOWARD E. JARBOE JOHNANNA MILDRED JARBOE, his wife, 610½ Park Road, N. W. Washington, D. C., et al	:	ANNE ARUNDELCOUNTY No. 11,342 Equity

FINAL DECREE

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

It is, thereupon, this 23d day of August, 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 13th day of October , 1953 for the nonpayment of taxes, be and the same are hereby barred and foreclosed.

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

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

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

Benjamin Michaelson
Judge

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Filed 23 Aug., 1955.

LIBER 93 PAGE 186

ALMA E. TYLER 304 Annapolis Street West Annapolis, Maryland	:	NO. 11,293 EQUITY
VS.	:	IN THE
ROBERT EVERETT TYLER University of Alabama Tuscaloosa, Alabama	:	CIRCUIT COURT
ELLEN TYLER ELLIOTT 519 Sixth Street Annapolis, Maryland	:	FOR 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 departed this life intestate on January 1, 1953, seized and possessed of the properties hereinafter described; and upon his death, title thereto vested in his widow, Alma E. Tyler, the complainant herein, and his children, Robert Everett Tyler and Ellen Tyler Elliott, the respondents herein, all of whom are over 21 years of age, the said Alma E. Tyler and Ellen Tyler Elliott being residents of the State of Maryland, and the said Robert Everett Tyler being a non-resident of the State of Maryland presently residing at University of Alabama, Tuscaloosa, Alabama.

SECOND: That said properties are described as follows:

A. All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, the improvements thereon being known as 506 Third Street, Annapolis, Maryland, of the approximate value of $6,500.00.

Being the same property which was conveyed to Clarence E. Tyler and Ellen E. Tyler, his wife (who predeceased her husband), by Eleanor S. Stevens by deed dated September 17, 1925, and recorded among the Land Records of Anne Arundel County in

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 17 Mar. 1955

Liber W.M.B. No. 12, folio 74, a certified copy of which is filed herewith as "Complainant's Exhibit A," saving and excepting therefrom the following conveyances:

1. Deed to Ward T. Hall and wife dated January 7, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 18, folio 362.

2. Deed to James P. Bassford and wife dated November 12, 1943, and recorded among said Land Records in Liber J.H.H. No. 291, folio 380.

3. Deed to Stanley Edwin Hill and wife dated July 27, 1946, and recorded among said Land Records in Liber J.H.H. No. 369, folio 497.

4. Deed to William Edward Silance and wife dated August 7, 1946, and recorded among said Land Records in Liber J.H.H. No. 375, folio 47.

5. Deed to George T. King dated August 28, 1946, and recorded among said Land Records in Liber J.H.H. No. 377, folio 400.

6. Deed to Isaac W. Windsor and wife dated August 15, 1952, and recorded among said Land Records in Liber J.H.H. No. 727, folio 382.

Said property is improved by a two- and one-half -story, frame dwelling, with a four-room and bath apartment on the first floor and a five-room and bath apartment on the second floor, each having a separate entrance, but without central heat.

B. All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County aforesaid, the improvements thereon being known as 402 Sixth Street, Annapolis, Maryland, of the approximate value of $7,000.00.

Being the same property which was conveyed to the said Clarence E. Tyler by Horace J. Norwood and wife by deed dated July 31, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 266, folio 133, a certified copy of which is filed herewith as "Complainant's Exhibit B."

Said property is improved by a two-story, frame dwelling, with a basement; living room, dining room and kitchen on the first

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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floor; and three bedrooms and bath on the second floor; an attic; heated by a coal-fired, hot air pipeless furnace.

C. All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, the improvements thereon being known as 515-517 Sixth Street, Annapolis, Maryland, of the approximate value of $10,000.00.

Being the same property which was conveyed to Clarence E. Tyler and Ellen E. Tyler, his wife (who predeceased her husband), by Edgar F. White and wife by deed dated May 30, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 134, folio 341, a certified copy of which is filed herewith as "Complainant's Exhibit C," saving and excepting therefrom all that lot conveyed to Earl A. Smith and wife by deed dated August 2, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 134, folio 434.

Said property is improved by a two-story, frame, duplex dwelling, each unit having a basement, three rooms on the first floor, and three rooms and bath on the second floor; House No. 515 having gas-fired, hot air heat; and House No. 517 having coal-fired, hot air heat.

D. All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County aforesaid, and being known as Lot No. 7, as shown on a plat of "Tall Cedars" filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27, said lot with improvements of the approximate value of $10,500.00.

Being part of the same property which was conveyed to the said Clarence E. Tyler by The Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

No. 232, folio 206, a certified copy of which is filed herewith as "Complainant's Exhibit D."

Said property is improved by a two-story, frame dwelling, with a living room with fireplace, dining room and kitchen on the first floor; three bedrooms and bath on the second floor; a basement; with oil-fired, hot air heat.

E. All those unimproved lots or parcels of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and known as Lots Nos. 4 to 6, inclusive; Lot No. 10; Lots Nos. 12 to 23, inclusive; and Lots Nos. 28 to 47, inclusive; of the approximate value of $7,500.00; all as shown on the plat of "Tall Cedars" filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27.

Being part of the same property which was conveyed to Clarence E. Tyler by The Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 232, folio 206, a certified copy thereof filed as "Complainant's Exhibit D."

F. All that unimproved, unnumbered lot containing 0.41 acres, located in the Sixth (formerly Second) Election District of Anne Arundel County adjacent to the development of "Tall Cedars" hereinbefore referred to, of the approximate value of $300.00; and being the same property which was conveyed to the said Clarence E. Tyler by Percy G. Hall and wife by deed dated November 23, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 389, folio 186, a certified copy of which is filed herewith as "Complainant's Exhibit E."

THIRD: That this property is not susceptible of division in kind without loss or injury to the parties involved; and your oratrix feels it would be for the best interest and advantage of the parties that a

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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public sale of the premises be made and the proceeds divided among those entitled to the same according to their respective interests.

TO THE END, THEREFORE:

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

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

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

MAY IT PLEASE YOUR HONORS to grant unto your oratrix the writ of subpoena directed to the said 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 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

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LIBER 93 PAGE 191

ALMA E. TYLER 304 Annapolis Street West Annapolis, Maryland	:	NO. 11,293 EQUITY
VS.	:	IN THE
ROBERT EVERETT TYLER University of Alabama Tuscaloosa, Alabama	:	CIRCUIT COURT
ELLEN TYLER ELLIOTT 519 Sixth Street Annapolis, Maryland	:	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 owned by the parties hereto as coparceners and is described as follows:

A. No. 506 Third Street, Annapolis, Maryland, improved by a two- and one-half-story, frame dwelling, with a four-room and bath apartment on the first floor and a five-room and bath apartment on the second floor, each having a separate entrance, but without central heat, of the approximate value of $6,500.00.

B. No. 402 Sixth Street, Annapolis, Maryland, improved by a two-story, frame dwelling, with a basement; living room, dining room and kitchen on the first floor; and three bedrooms and bath on the second floor; an attic; heated by a coal-fired, hot air pipeless furnace; of the approximate value of $7,000.00.

C. Nos. 515-517 Sixth Street, Annapolis, Maryland, improved by a two-story, frame, duplex dwelling, each unit having a basement, three rooms on the first floor, and three rooms and bath on the second floor; House No. 515 having gas-fired, hot air heat; and House No. 517 having coal-fired, hot air heat; of the approximate value of $10,000.00.

D. Lot No. 7, as shown on the plat of Tall Cedars, improved by a two-story, frame dwelling, with a living room with fireplace, dining room and kitchen on the first floor; three bedrooms and bath on the second floor; a basement; with oil-fired, hot air heat; of the approximate value of $10,500.00.

E. Lots Nos. 4 to 6, inclusive; Lot No. 10; Lots Nos. 12 to 23, inclusive; and Lots Nos. 28 to 47, inclusive; all as shown on the plat of Tall Cedars; said lots are unimproved; of the approximate value of $7,500.00.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 17 Mar. 1955

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F. An unimproved lot containing 0.41 acres adjacent to the development of Tall Cedars, of the approximate value of $300.00.

The bill of complaint recites that Clarence E. Tyler, late of Anne Arundel County, Maryland, was at the time of his death seized in fee simple of the property above referred to, the subject of this suit, which is more particularly described in said bill of complaint; that the decedent died intestate leaving the parties to this proceeding as his heirs at law; 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; 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 17th day of ~~February~~ March, 1955, by the Circuit Court for Anne Arundel County in Equity ordered, pursuant to 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 Everett 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 30 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.

Julian H. Hopkins, 3rd.
Clerk

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 93 PAGE 193 No. 11,293 Equity fol.

Rev. Stamp $4.50

THIS DEED made this 17th day of September, 1925, by and between Eleanor S. Stevens, widow, party of the first part, and Clarence E. Tyler and Ellen E. Tyler, his wife, parties of the second part, of Anne Arundel County, Maryland, Witnesseth:-

That for and in consideration of the sum of Five Dollars ($5.00), and other good and valuable considerations, paid by 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 parties of the second part, as tenants by the entireties, their heirs or assigns.

All those lots of ground situate at the intersection formed by the southwest side of Fourth Street with the southeast side of Chesapeake Avenue, in the village of Eastport, Second Election District of Anne Arundel County, Maryland, designated as lot No. 68 and a portion of lot No. 69 on the plat of Eastport, made by John Duvall, Surveyor, and filed in Plat Book No. 1, Section 1, folio 11, of Anne Arundel County, and described as follows:-

Beginning for the same at the intersection formed by the southwest side of Fourth Street with the southeast side of Chesapeake Avenue, and running from thence with the southeast side of said Chesapeake Avenue, southwesterly, 125 feet to the division line of the lot of ground heretofore conveyed to Standly D. Smith and wife by Philip T. Stevens and wife, by deed dated November 5, 1919, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 18,folio 332; thence with said division line southeasterly 100 feet; thence with the rear division line of said lot, southwesterly, 40 feet; thence southeasterly 64 feet; thence northeasterly 165 feet to the southwest side of said Fourth Street; thence with the same, northwesterly, 164 feet to the place of beginning. Being a part of one of the

Examiner Exhibit No. 1
Tyler vs. Elliott, et al.
No. 11,293 Equity
filed 5/12/55 case

Complainant's Exhibit A

Filed 24 Mar. 1955
Refiled 18 May, 1955.

parcels of ground which was conveyed, to Philip T. Stevens and the said Eleanor S. Stevens, his wife, as tenants by the entireties, by James M. Munroe, Trustee, by deed dated the 1st day of March, 1916, and recorded among the aforesaid Land Records in Liber G. W. No. 124, folio 378; the said Philip T. Stevens having since departed this life, leaving his wife, the said Eleanor S. Stevens, the survivor and sole owner of said property.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said parties of the second part, as tenants by the entireties, their heirs or assigns, forever in fee-simple.

AND the said party of the first part hereby covenants that she will warrant specially the property, hereby intended to be conveyed, and will execute such other and further assurances of the same as may be necessary.

WITNESS the hand and seal of the said grantor.

Test: Eleanor S. Stevens, (Seal)

Ruby W. Chaney.

STATE OF MARYLAND, Anne Arundel County, To-Wit:-

I hereby certify, that on this 17th day of September, 1925, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Eleanor S. Stevens, widow, and acknowledged the aforegoing deed to be her act.

Witness my hand and notarial seal.

(NOTARY SEAL) Ruby W. Chaney - Notary Public.

Recorded 22 Sept. 1925 - 10 A. M.

9

LIBER 93 PAGE 195

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber W. M. B. No. 12 Folio 74 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 March, A. D., 1955.

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

10

(INT. REV. STAMP $2.20) (MD. ST. STAMP $2.00)

THIS DEED, made this 31st day of July, in the year Nineteen Hundred and Forty-two (1942) by and between Horace J. Norwood and Mollie Norwood, his wife, parties of the first part and Clarence E. Tyler, party of the second part, all of Anne Arundel County, State of Maryland, Witnesseth:-

THAT For and in consideration of the sum of TEN DOLLARS ($10.00), and other good and valuable considerations, paid them by the party of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said parties of the first part, have bargained and sold and by these presents do grant and convey unto the said Clarence E. Tyler, his heirs and assigns, forever, in fee simple.

ALL that lot of ground situate on the southwest side of Sixth Street, formerly First Street, in the Village of Eastport, in the Second Election District of Anne Arundel County, Maryland, and being described as follows:

BEGINNING for the same at a point on the Southwest side of said Sixth Street, 148 feet 9 inches from the southwest corner of said Sixth Street and Bay Ridge Avenue; and running from thence southwesterly 100 feet; thence northwesterly and parallel with said Sixth Street 20 feet; thence northeasterly and parallel with the first line of this description 100 feet to the southwest side of said Sixth Street; thence with the southwest side of said Sixth Street southeasterly 20 feet to the place of beginning.

BEING the identical property which was conveyed to the said parties of the first part by Clarence E. Tyler and Ellen E. Tyler, his wife, by deed dated December 6, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 210, folio 130.

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

Examined Exhibit h.2
Tyler vs. Elliott, et al. —
No. 11,293 Equity
filed 5/12/55 Ave.

Complainant's Exhibit B
Filed 24 Mar. 1955- Refiled 18 May, 1955.

TO HAVE AND TO HOLD the above described lot of ground to and unto the proper use and benefit of the said Clarence E. Tyler, his heirs and assigns, forever, in fee simple.

AND the said parties of the first part hereby covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite or necessary.

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

WITNESS:

GRANVILLE LEE MEREDITH — HORACE J. NORWOOD (SEAL)

MOLLIE NORWOOD (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 31st day of July, in the year 1942, begore me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Howard J. Norwood and Mollie Norwood, his wife, and acknowledged the foregoing instrument of writing to be their act and Deed.

Witness my hand and Notarial Seal.

(NOTARIAL SEAL) GRANVILLE LEE MEREDITH

NOTARY PUBLIC

Recorded- 3rd-Aug-1942-at-11:15-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. 266, folio 133, 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 19th day of March, A. D., 1955.

John H. Hopkins 3rd CLERK.

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No. 11,293 Equity

LIBER 93 PAGE 198

This Deed; made this 30th day of May in the year Nineteen Hundred and seventeen by and between Edgar F. White and Lillie M. White, his wife, of the City of Baltimore, State of Maryland, of the first part and Clarence E. Tyler and Ellen E. Tyler, his wife, of Anne Arundel County, Maryland, of the second part.

Witnesseth; That for and in consideration of the sum of Ten Dollars and other good and valuable considerations paid them by the parties of the second part, the receipt whereof by the parties of the first part is hereby acknowledged, they, the said Edgar F. White and Lillie M. White, his wife, have bargained and sold and by these presents do grant and convey unto the said Clarence E. Tyler and Ellen E. Tyler, his wife, in fee simple as tenants by the entireties, all those lots of ground situate on First Street, in the Village of Eastport, formerly Horn Point, which are described as follows on a plat showing the subdivision of the property of the Eastport Methodists Episcopal Church made by W.C. Munroe, Surveyor, October 19th, 1910 and recorded in 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 First Street distant one hundred and sixty 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

Complainant's Exhibit C

Examiner's Exhibit No. 3
Tyler et al. vs. Elliott, et al.
No. 11,293 Equity
filed 5/12/55 EMC

Filed 2 & Mar. 1955.
Refiled 18 May, 1955.

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thirty one degrees forty minutes East, eighty feet : thence South fifty eight degrees twenty minutes West, one hundred and sixty five feet: thence North thirty one degree forty minutes West, eighty feet to the point of beginning, being Lots Nos. 2 and 3 as designated on the plat of the sub-division of the property of the said Eastport Methodists Episcopal Church.

Being the identical property which was conveyed unto James P. Feltner by the Trustees of the Eastport Methodist Episcopal Church of Eastport, Anne Arundel County, State of Maryland, by deed dated October 26th, 1910 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 88 folio and conveyed by said Feltner and wife to Edgar F. White and wife by deed dated October 16th., 1913 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 99 folio 299.

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 and Ellen E. Tyler, his wife their heirs and assigns forever in fee simple as tenants by the entireties.

And the said parties of the first part do hereby covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other and further assurances of the same as may be requisite or necessary..

Witness the hands and seals of the said parties of the first part, the day and date first above written.

Witness: Edgar F. White (Seal)

E. F. Elliott Sr. Lillie M. White (Seal)

State of Maryland, Baltimore City, to wit:

I hereby certify that on this 30th day of May in the year Nineteen Hundred and seventeen, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City personally appeared Edgar F. White and Lillie M. White, his wife and each acknowledged the aforegoing instrument of writing to be their act and deed.

Witness my hand and Notarial Seal.

(Notary Seal). F. Irene Swartz

Notary Public

Recorded 12th July 1917

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I Hereby Certify, that the aforegoing DEED, is truly taken and copied from Liber G. W. No.134, folio 341, one of the Land Record Books for Anne Arundel County.

In Testimony Whereof, I hereunto set my hand and affix the Seal of Circuit Court for Anne Arundel County, this 22nd day of March, 1955.

John H Hopkins 3rd

JOHN H. HOPKINS 3rd., CLERK.

 No. 11,293 Equity

(INT. REV. STAMP $ 4.40) (MD. ST. STAMP $4.00)

This Deed made this 28th day of February in the year Nineteen hundred and forty-one by and between the Mercantile Trust Company of Baltimore, a body corporate incorporated under the laws of the State of Maryland, Executor of the Last Will and Testament of Walter H. Hart deceased, of the first part, and Clarence E. Tyler, of the Village of Eastport, Anne Arundel County, State of Maryland, of the second part, Witnesseth;

WHEREAS, under the Last Will and Testament of the said Walter H. Hart, late of Anne Arundel County, duly admitted to probate and recorded among the records of the Orphans Court of Anne Arundel County in Wills Liber W. M. H. No. 1, folio 192, the said Mercantile Trust Company of Baltimore was appointed Executor of the Estate of the said Walter H. Hart, deceased, with full power and authority to sell and convey the real estate of which the said decedent died seized and possessed; and

Whereas, subsequently, in a suit in the Circuit for Anne Arundel County entitled "Linwood L. Clark, plaintiff, versus Mercantile Trust Company of Baltimore, defendant" No. 7782, Equity the said Circuit Court for Anne Arundel County by its decree or order dated the ninth day of November, Nineteen hundred and thirty-nine, assumed jurisdiction of the trust created under the terms of the aforesaid Last Will and Testament of Walter H. Hart, deceased, and

WHEREAS, the said Mercantile Trust Company of

Examined Exhibit L. 4
Tyler vs. Elliott, et al
No. 11,293 Equity
Filed 5/17/55 Circ

Complainant's Exhibit D

Filed 24 Mar. 1955
Refiled 18 May, 1955

Baltimore, sold the property herein after described unto the said party of the second part for the sum of Four thousand ($4,000.00) Dollars, and said sale was duly reported to the Circuit Court for Anne Arundel County on the twenty-seventh day of December, Nineteen hundred and forty, and subsequently ratified by the said Court on the sixth day of February, Nineteen hundred and forty-one, and the purchase money having been fully paid, the said purchaser is entitled to a deed to the property. Now therefore, this deed witnesseth that for and in consideration of the sum of Four thousand dollars, current money, in hand paid by the party of the second part to the party of the first part, receipt whereof is hereby acknowledged, and for divers other good and valuable considerations, it thereunto moving, the said Mercantile Trust Company of Baltimore, Executor of the Estate of Walter H. Hart, deceased, hath bargained and sold and by these presents does hereby grant and convey unto the said Clarence E. Tyler; All that lot, part of lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, described as follows, to wit:

BEGINNING for the same at an iron pipe heretofore set on the west side of Bay Ridge road leading from Eastport towards Bay Ridge, the said pipe and place of beginning is distant North 68 degrees 02 minutes West 12.5 feet from the west edge of the paved area of the said mentioned Bay Ridge road, the said pipe and place of beginning is distant southwesterly 993.4 feet from the southerly side of Tyler Street,

the said pipe and place of beginning is also the north-east corner of a lot of ground heretofore conveyed to John J. Skislak and Mary Josephine Skislak, his wife, by deed dated December 13, 1934 and recorded in Liber F.A.M. No. 134 folio 280, thence running from the beginning point so fixed and along the west side of the said Bay Ridge road North 22 degrees 47 minutes East 510.4 feet to another iron pipe which said iron pipe is distant southwesterly 483.0 feet more or less from the southerly side of the heretofore mentioned Tyler Street, thence leaving the said Bay Ridge road and running with an old fence line North 68 degrees 4 minutes West 1353.75 feet to the east right-of-way line of the old Bay Ridge railroad right-of-way, thence with said right-of-way South 2 degrees 44 minutes West 306.78 feet and South 0 degrees 33 minutes West 234.47 feet, thence leaving the said last mentioned right-of-way and running South 68 degrees 02 minutes East 1161.53 feet to the place of beginning. Containing 14.7 acres of land saving and excepting herefrom however a 58.35 foot lot with a depth 150.0 feet which was conveyed to Albert D. Murphy by Walter H. Hart by deed dated August 3, 1936, and recorded in Liber F.A.M. No. 152, folio 370 of the Land Records of Anne Arundel County, which said lot is located in the southeast corner of the whole tract just described which contained as aforesaid, 14.7 acres of land.

Being all of that tract of land which was conveyed to the said Walter H. Hart by two deeds, (First) County Corporation of Maryland to Walter H. Hart by deed dated April 3, 1935 and recorded in the aforesaid Land

Records in Liber F.A.M. No. 138, folio 330. (Second) County Corporation of Maryland to Walter H. Hart by deed dated July 31, 1935 and recorded in the aforesaid Land Records in Liber F.A.M. No. 140, folio 337.

The above described 14.7 acre tract was surveyed by J./Revell Carr, in January 1930, and was sub-divided into lots. The plot was called "Richland Village" and was later changed by Walter H. Hart into smaller lots in June 1936, and was called "Tall Cedars."

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 hand and seal of the above named grantor, the Mercantile Trust Company of Baltimore by A. C. Levering, its Vice President on the day and in the year first above written.

TEST: MERCANTILE TRUST COMPANY OF BALTIMORE

H. I. KEYSER II Executor.

ASSISTANT SECRETARY BY A. C. LEVERING (SEAL)

(CORPORATE SEAL) VICE PRESIDENT

STATE OF MARYLAND: CITY OF BALTIMORE

I HEREBY CERTIFY that on this 28th day of February in the year Nineteen hundred and forty-one, before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City aforesaid, personally appeared A. C. Levering, Vice President of Mercantile Trust Company of Baltimore and he acknowledged the aforegoing deed to be the

the act and deed of the Mercantile Trust Company of Baltimore, as Executor,

WITNESS my hand and seal Notarial.

(NOTARIAL SEAL) LEO G. HORNEY

NOTARY PUBLIC

Recorded- 4th-March-1941-at-10:20-A.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing DEED, is truly taken and copied from Liber J.H.H. No. 232, folio 206, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of Circuit Court for Anne Arundel County, this 23rd day of March, 1955.

John H. Hopkins 3rd

JOHN H. HOPKINS 3rd., CLERK.

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No. 11,293 Equity.

LIBER 93 PAGE 206

(INT. REV. STAMPS-$ .55) (MD. STATE STAMPS-$ .30)

THIS DEED, made this 23rd day of November, 1946, by and between Percy G. Hall and Mary Aillen Hall, his wife, parties of the first part, hereinafter referred to as "GRANTORS"; and Clarence E. Tyler, widower, of 519 Sixth Street, Eastport, Maryland, party of the second part, hereinafter referred to as "GRANTEE";

WITNESSETH: That for and in consideration of the sum of Ten ($10.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantee, his heirs and assigns, in fee simple absolute, all that lot or parcel of ground situate, lying and being in the in the Second Election District of Anne Arundel County, Maryland, being the lot at the Southwest end of the sub-division called "Richland Village", and more particularly described according to a survey by J. Revell Carr, Surveyor, in October, 1932, as follows:

BEGINNING for the same at a stake now set on the South side of Bank Street as the same is laid out on the plat of "Richland Village", as surveyed by J. Revell Carr in January 1930, said place of beginning being at the Northwest corner of Lot No. 30 adjoining hereto on the East, thence running from the beginning point so fixed leaving the said Bank Street and with the Western line of the said Lot No. 30 and at right angles to the said Bank Street, South 21 degrees, 58 minutes West 218. 4 feet to a point on the North side of a 15-foot drive, thence leaving the said Lot No. 30 and running along the North side of the said 15-foot drive, North 68 degrees, 2 minutes, West 40.18 feet to an iron ----------

Examiner Exhibit No. 5
Tyler vs. Elliott, et al.
No. 11,293 Equity
5/19/55 Entd

Complainant's Exhibit E

Filed 24 Mar. 1955.
Refiled 18 May, 1955.

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pipe now set, thence running so as to leave a space for a driveway lying between the lot now being described and the Eastern limits of the Bay Ridge Railroad right-of-way, North no degrees, 33 minutes East, 223.95 feet to an angle in the first-mentioned Bank Street, thence leaving the space mentioned as aforesaid for a driveway, and running along the South side of the said Bank Street, South 87 degrees, 16 minutes, East 30 feet, and South 68 degrees, 2 minutes, East 93.61 feet to the place of beginning; containing 0.41 acres of land and being the unnumbered lot situated at the Southwest end of the said plat called "Richland Village" and Adjoining on the West Lot No. 30, as aforesaid.

BEING also the same property which was conveyed to the hereinbefore mentioned Grantors by Deed from Eva R. William, dated on the 23rd day of June, 1941, and recorded in the Land Records of Anne Arundel County in Liber J.H.H. No. 238, folio 212.

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

TO HAVE AND TO HOLD the above-described property to and unto the proper use and benefit of the said Grantee, his heirs and assigns, in fee simple absolute.

WITNESS the hands and seals of the said Grantors.

WITNESS: PERCY G. HALL (SEAL)

ANNIE L. BATES MARY AILEEN HALL (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 23rd day of November, 1946, before me, the subscriber, a Notary Public of the State

OF Maryland, in and for the County aforesaid, personally appeared the above-named Percy G. Hall and Mary Aillen Hall, his wife, and severally acknowledged the aforegoing Deed to be their act and deed.

AS WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) ANNIE L. BATES (SEAL)

NOTARY PUBLIC

Recorded November 30, 1946 at 10:20 A. M.

State of Maryland, Anne Arundel County, Sct

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber J.H.H. No. 389, folio 186, 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 March, A. D. 1955.

John H. Hopkins 3rd

JOHN H. HOPKINS 3rd., CLERK.

N.J

LIBER 93 PAGE 209

ALMA E. TYLER

vs.

ELLEN TYLER ELLIOTT, et al.

No. 11,293 ~~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 (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 21st day of April, 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

24 Filed 21 Apr., 1955.

LIBER 93 PAGE 210

ALMA E. TYLER	:	NO. 11,293 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ROBERT EVERETT TYLER, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Robert Everett Tyler, one of the respondents in the above-entitled case, to the bill of complaint filed against him in this cause exhibited, respectfully represents unto Your Honors:

That he admits the matters and facts set forth in 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
Robert Everett Tyler, Respondent

George E. Rullman
Lee Building
Annapolis, Maryland
Solicitor for Robert Everett Tyler,
Respondent

I hereby certify that on this 27 day of April, 1955, I mailed a copy of the foregoing answer to Albert J. Goodman, solicitor for the complainant, 156 South Street, Annapolis, Maryland.

George E. Rullman
Solicitor for Respondent

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Filed 27 Apr, 1955

LIBER 93 PAGE 211

ALMA E. TYLER,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 11,293 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

May 12, 1955

Present:

Mr. Albert J. Goodman, Solicitor for Plaintiff.

Mr. George E. Rullman, Solicitor for Robt. E. Tyler, Defendant.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Withesses:

Alma E. Tyler, pages 2, 3, 4, 5.

Joseph D. Lazenby, pages 6, 7.

Ellen Tyler Elliott, page 8.

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Filed 18 May, 1955

Alma Erickson Tyler, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Goodman)

1. What is your name?

A. Alma Erickson Tyler.

2. Where do you live?

A. 304 Annapdis Street, Annapolis, Md.

3. Where are you employed?

A. By the Board of Education.

4. Are you married?

A. Yes.

5. To whom are you married?

A. I was married to Clarence E. Tyler.

6. Is he living?

A. No.

7. When did he die?

A. January 1, 1953.

8. Did he leave a Will or did he die intestate?

A. To my knowledge he didn't leave a Will.

9. Was any Will offered for probate in the Orphans' Court?

A. Not to my knowledge.

10. Who survived Clarence E. Tyler?

A. His widow, Alma Erickson Tyler, a son, Robert Everett Tyler, and a daughter, Ellen Tyler Elliott.

11. Are they all over 21 years of age?

A. Yes.

12. Where is Robert Everett Tyler now?

A. Tuscaloosa, Alabama.

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13. Did Clarence E. Tyler leave any property?

A. Yes.

14. Will you describe that property?

A. He left No. 519 Sixth Street where we were living when he died, which has already been sold, and No. 506 Third Street, which is a 2½ story frame dwelling with an apartment on the first floor with 4 rooms, and one on the second floor with five rooms, without central heat, which I value at $6500.00.

(Mr. Rullman)

1. Where do you get your valuation of $6500.00?

A. The property was appraised and that was the value placed on the property.

(Mr. Goodman)

15. Is that the same property which was conveyed to Clarence E. Tyler and Ellen E. Tyler, his wife, by Eleanor S. Stevens, by deed dated 17 September 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 12, folio 74, with the exception of six conveyances made by Clarence E. Tyler and Ellen E. Tyler during their lifetime?

A. Yes it is. (DEED MARKED EXAMINER'S EX. 1)

16. What other property did he own?

A. No. 402 Sixth Street, which is improved by a two story frame dwelling with a basement, living room, dining room and kitchen on the first floor and 3 bedrooms and bath on the second floor; it was heated by a coal fire heat but was changed to oil heat. I value this property at $7000.00.

17. Is this the property that was conveyed to Clarence E. Tyler by Horace J. Norwood and Mollie Norwood, his wife, by deed dated 31 July 1942 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 266, folio 133?

A. Yes. (DEED MARKED EXAMINER'S EX. 2)

18. Are there any other properties?

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A. 515 and 517 Sixth Street. This is a 2 story frame duplex, with a basement under each unit, three rooms on the first floor and three rooms and bath on the second floor. The house at 515 has a gas-fired hot air furnace and the house at 517 has a coal-fired hot air furnace. The approximate value is $10,000.00.

19. Is that the property which was conveyed to Clarence E. Tyler and Ellen E. Tyler by Edgar F. White and Lillie M. White, by deed dated 30 May 1917 and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 134, folio 341, saving and excepting therefrom all that lot conveyed to Earl A. Smith and wife by deed dated August 2, 1917 and recorded in Liber G. W. No. 134, folio 434?

A. Yes. (DEED MARKED EXAMINER'S EX. 3)

20. Will you name any other property?

A. Lot No. 7 as shown on the plat of Tall Cedars, improved by a 2 story frame dwelling with a living room with fireplace, dining room and kitchen on the first floor; three bedrooms and bath on the second floor, and a basement with oil-fired hot air heat, and I think the approximate value of that property is $10,500.00.

21. Is that the property which was conveyed to Clarence E. Tyler by the Mercantile Trust Company by deed dated 28 February 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.. No. 232, folio 206?

A. Yes. (DEED MARKED EXAMINER'S EX. 4)

22. Was there any other property?

A. Lots 4 to 6 inclusive, Lot 10, Lots 12 to 23 inclusive, and Lots 28 to 47 inclusive, all as shown on the plat of Tall Cedars. These lots are unimproved and I place the approximate value at $7500.00.

23. Are the above lots which you have just mentioned contained

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in the deed which has just been offered in evidence as Examiner's Ex. 4?

A. That's right.

24. Is there any other property?

A. A lot containing 0.41 acres adjacent to the Tall Cedars property, unimproved, and valued at $300.00 approximately.

25. Is that the property which was conveyed to Clarence E. Tyler by Percy G. Hall and wife, by deed dated 23 November 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 389, folio 186?

A. Yes. (DEED MARKED EXAMINER'S EX. 5)

26. Is the property susceptible of division in kind without loss or injury to the parties in interest?

A. It is not.

27. What should be done with the property?

A. I think it should be sold and the proceeds divided among the parties as their interests may appear.

(Mr. Cunningham)

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

Alma Erickson Tyler
Alma Erickson Tyler

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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, Annapolis, Md.

2. In what business are you engaged?

A. Real estate and insurance.

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

A. Since 1932.

4. Are you familiar with the values of real estate in Anne Arundel County?

A. Yes, I have qualified as an expert in this Court many times.

5. Are you familiar with the property owned by Clarence E. Tyler which is the subject matter of these proceedings?

A. Yes.

6. Have you appraised that property?

A. Yes.

7. When did you make your appraisal of the property?

A. I appraised it again yesterday but I knew most of it before. 519 Sixth Street was appraised by me and it has already been sold.

8. What other properties are there?

A. No. 506 Third Street, having a 42 foot frontage, surrounded by a privet hedge with two apartments, each with its own heating plant, and I valued it at $7500.00. No. 402 Sixth Street, an old brown-shingled house near Severn Avenue, improved by a 2 story frame dwelling. I valued this house at $7000.00 as there is some commercial value as it is near a filling station and the business district. Nos. 515 and 517 Sixth Street, a 2 story duplex on a 50 foot lot, each side with a separate entrance. Ivalued this at $12,000.00.

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The house built on Lot No. 7 in Tall Cedars is a 2 story frame dwelling with living room, dining ,room kitchen, three bedrooms and bath and I valued it at $12,000.00. There are 36 lots in Tall Cedars which I valued at $9000.00. The 0.41 acre unimproved lot adjacent to Tall Cedars I valued at $400.00.

9. Is the property susceptible of division in kind among the heirs-at-law?

A. I would say not.

10. What should be done with the property?

A. It should be sold at public sale and the money divided among the parties in interest as their interests may appear.

(Mr. Cunningham)

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

Joseph D. Lazenby

Ellen Tyler Elliott, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Rullman)

1. What is your name?

A. Ellen Tyler Elliott.

2. Where do you live?

A. 519 Sixth Street, Annapolis, Md.

3. You are the surviving daughter of Clarence E. Tyler?

A. Yes.

4. You said a while ago that you would like to have this property sold?

A. Yes I would; I would like to have all the remaining real estate sold; I made one offer for 515 and 517 Sixth Street which was turned down, and now I would like all the remaining real estate sold as soon as possible for cash and the proceeds divided among the heirs as their interests appear.

(Mr. Cunningham)

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

Ellen Tyler Elliott
Ellen Tyler Elliott

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 18th day of May, 1955.

Chapman W. Cunningham, Examiner (SEAL)

C.W.C. $10.00
K.H.McC. $10.00

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LIBER 93 PAGE 220

ALMA E. TYLER	:	NO. 11,293 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT	:	ANNE ARUNDEL COUNTY

:::::::

DECREE FOR SALE OF REAL ESTATE

This cause, standing ready for hearing and being submitted, and the proceedings, exhibits and testimony all having been read and fully considered by the Court,

It is thereupon, this 31st day of May, 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 Albert J. Goodman and George E. Rullman be, and they are hereby, appointed trustees to make said sales; 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 FORTY-EIGHT THOUSAND DOLLARS ($48,000.00), conditioned for the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to sell said properties separately or as a group or groups and at such intervals as in their discretion may be for the best interests of the parties, and shall give at least three weeks' notice of each such sale 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 each such 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;

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 31 May, 1955.

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 each such sale, the said trustees 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 each such sale by the Court and on the payment of the whole purchase money therefor, 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 such 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 and under them or any of them; and the said trustees shall bring into this Court the money arising from each such sale or sales, to be then distributed under the direction of this Court after deducting the accrued costs of this suit then due and unpaid and such commission thereon 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.

/s/ Benjamin Michaelsen
Judge

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Trustee—Md.

ALMA E. TYLER

vs.

ROBERT EVERETT TYLER and
ELLEN TYLER ELLIOTT

LIBER 93 PAGE 222

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

TRUSTEES' BOND

A STOCK COMPANY

NO. 11,293 EQUITY

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

Know All Men by These Presents:

THAT WE Albert J. Goodman and George E. Rullman, Trustees,

as principal, and the GLENS FALLS INSURANCE COMPANY, a corporation of the State of New York, Glens Falls, N. Y., as surety, are held and firmly bound unto the State of Maryland in the full and just sum of Forty-eight Thousand 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 second day of June, 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.

Robert Everett Tyler and Ellen Tyler Elliott

now pending in said Court, and known as No. 11,293 Equity.

Now the Condition of this Obligation is such, that if the above bounden Albert J. Goodman and George E. Rullman, Trustees,

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

Signed, sealed, and delivered in the presence of

Grace R. Hartge
Grace R. Hartge

Grace R. Hartge
Grace R. Hartge

Attest:

Dorothy Geipe
Dorothy Geipe

Albert J. Goodman [SEAL]
Albert J. Goodman

George E. Rullman [SEAL]
George E. Rullman

GLENS FALLS INSURANCE COMPANY

By L. E. King [SEAL]
L. E. King, Attorney

approved this 7 June 1955 John H. Hopkins, 3rd, Clerk

Filed 7 June, 1955

Form 15195

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TRUSTEES' SALE

OF VALUABLE,
IMPROVED RE ESTATE
LOCATED AT 515-517 . .TH STREET,
EASTPORT, ANNAPOLIS, SIXTH
(formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY,
MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 11,293 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, JULY 12, 1955,
AT 11 A. M.,

All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, fronting 50 feet, more or less on Sixth Street, the improvements thereon being known as Nos. 515-517 Sixth Street, Eastport, Annapolis.

Said property is improved by a two-story, frame, duplex dwelling, each unit having a basement, three rooms on the first floor, and three rooms and bath on the second floor; House No. 515 having gas-fired, hot air heat; and House No. 517 having coal-fired, hot air heat; presently occupied by tenants on a month-to-month basis.

Being the same property which was conveyed to Clarence E. Tyler and wife by Edgar F. White and wife by deed dated May 30, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 134, folio 341, saving and excepting therefrom all that lot conveyed to Earl A. Smith and wife by deed dated August 2, 1917, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 134, folio 434.

TERMS OF SALE, as prescribed by the decree: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the 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
GEORGE W. SCIBLE, Auctioneer. jy-8

N

OFFICE OF

LIBER 93 PAGE 223

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 9, 1955

We hereby certify, that the annexed

Trustees' Sale

Eq. 11,293

Alma E. Tyler

515-517 Sixth St.

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 12th day of July, 1955. The first insertion being made the 10th day of June, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 11 July, 1955.

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

TRUSTEES' SALE

OF VALUABLE

Improved Real Estate

LOCATED AT 515-517 SIXTH STREET, EASTPORT, ANNAPOLIS,
SIXTH (formerly Second) ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 11,293 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

Tuesday, July 12, 1955

AT 11 A.M.

All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, fronting 50 feet, more or less on Sixth Street, the improvements thereon being known as Nos. 515-517 Sixth Street, Eastport, Annapolis.

Said property is improved by a two-story, frame, duplex dwelling, each unit having a basement, three rooms on the first floor, and three rooms and bath on the second floor; House No. 515 having gas-fired, hot air heat; and House No. 517 having coal-fired, hot air heat; presently occupied by tenants on a month-to-month basis.

Being the same property which was conveyed to Clarence E. Tyler and wife by Edgar F. White and wife by deed dated May 30, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 134, folio 341, saving and excepting therefrom all that lot conveyed to Earl A. Smith and wife by deed dated August 2, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 134, folio 434.

TERMS OF SALE, as prescribed by the decree: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the 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 12 July, 1955

LIBER 93 PAGE 225

ALMA E. TYLER : NO. 11,293 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

ROBERT EVERETT TYLER, 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 Nine Thousand Six Hundred Seventy-five Dollars ; 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 12th day of July, 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 Nine Thousand Six Hundred Seventy-five Dollars , they being at that price the highest bidders therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 12th day of July, 1955.

WITNESS:

Grace R. Hartge

Grace R. Hartge

George W. Scible, Auctioneer (SEAL)

Filed 12 July, 1955.

LIBER 93 PAGE 226

ALMA E. TYLER	:	NO. 11,293 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ROBERT EVERETT TYLER, et al.	:	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, July 12, 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 in Paragraph Second C of the bill of complaint for partition, to wit:

> All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, fronting 50 feet, more or less, on Sixth Street, the improvements thereon being known as Nos. 515-517 Sixth Street, Eastport, Annapolis.
>
> Being the same property which was conveyed to Clarence E. Tyler and Ellen E. Tyler, his wife (who predeceased her husband), by Edgar F. White and wife by deed dated May 30, 1917, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 134, folio 341, saving and excepting therefrom all that lot conveyed to Earl A. Smith and wife by deed dated August 2, 1917, and recorded among said Land Records in Liber G.W. No. 134, folio 434.

Said property being sold to Robert H. Elliott and Ellen T. Elliott,

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 12 July, 1955.

his wife, at and for the sum of NINE THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS ($ 9,675.00), 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.

AND AS IN DUTY BOUND, ETC.

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 12th day of July , 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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 93 PAGE 228

ORDER NISI

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,293 Equity

Ordered, this 12 day of July, 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 16 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of August next.

The report states that the amount of sales was $ 9,675.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 12 July, 1955.

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of August, 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,

Filed 17 Aug., 1955.

TRUSTEES' SALE

OF VALU E
IMPROVED REAL ESTATE
LOCATED AT 402 SIXTH STREET, EASTPORT, ANNAPOLIS, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 11,203 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, JULY 19, 1955,
AT 11 A. M.,

All that lot of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, the improvements thereon being known as No. 402 Sixth Street, Eastport, Annapolis, described as follows:

Beginning for the same at a point on the southwest side of said Sixth Street 148 feet 9 inches from the southwest corner of said Sixth Street and Bay Ridge Avenue; and running from thence southwesterly 100 feet; thence northwesterly and parallel with said Sixth Street 20 feet; thence northeasterly and parallel with the first line of this description 100 feet to the southwest side of said Sixth Street; thence with the southwest side of said Sixth Street southeasterly 20 feet to the place of beginning.

Said property is improved by a two-story, frame dwelling, with a basement; living room, dining room and kitchen on the first floor; and three bedrooms and bath on the second floor; an attic, heated by an oil-fired, hot air pipeless furnace; presently occupied by a tenant on a month-to-month basis.

Being the same property which was conveyed to Clarence E. Tyler by Horace J. Norwood and wife by deed dated July 31, 1942, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 206, folio 133.

TERMS OF SALE, as prescribed by the decree: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the 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.
GEORGE W. SCIBLE, Auctioneer.

jy-15

OFFICE OF LIBER 93 PAGE 229

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 19, 1955

We hereby certify, that the annexed

Trustees' Sale

Alma E. Tyler

402 Sixth St

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 19th day of July, 1955. The first insertion being made the 20th day of June, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By W. O. Leishman

Filed 19 July, 1955.

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

TRUSTEES' SALE

OF VALUABLE

Improved Real Estate

LOCATED AT 402 SIXTH STREET, EASTPORT, ANNAPOLIS, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 11,293, Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

Tuesday, July 19, 1955

AT 11 A.M.

All that lot of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, the improvements thereon being known as No. 402 Sixth Street, Eastport, Annapolis, described as follows:

Beginning for the same at a point on the southwest side of said Sixth Street 148 feet 9 inches from the southwest corner of said Sixth Street and Bay Ridge Avenue; and running from thence southwesterly 100 feet; thence northwesterly and parallel with said Sixth Street 20 feet; thence northeasterly and parallel with the first line of this description 100 feet to the southwest side of said Sixth Street; thence with the southwest side of said Sixth Street southeasterly 20 feet to the place of beginning.

Said property is improved by a two-story, frame dwelling, with a basement; living room, dining room and kitchen on the first floor; and three bedrooms and bath on the second floor; an attic, heated by an oil-fired, hot air pipeless furnace; presently occupied by a tenant on a month-to-month basis.

Being the same property which was conveyed to Clarence E. Tyler by Horace J. Norwood and wife by deed dated July 31, 1942, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 266, folio 133.

TERMS OF SALE, as prescribed by the decree: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the 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

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Filed 19 July, 1955

ALMA E. TYLER : NO. 11,293 EQUITY

VS. : IN THE CIRCUIT COURT

FOR

ROBERT EVERETT TYLER, 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 Five Thousand One Hundred Dollars ($5,100.00) ; 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 19th day of July, 1955.

WITNESS:

Grace R. Hartge as to Alma E. Tyler (SEAL)
Grace R. Hartge By C.A. Remsey Agent Alma E. Tyler

_____ as to _____ (SEAL)

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 Alma E. Tyler

at and for the sum of Five Thousand One Hundred Dollars ($5,100.00) , she 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 19th day of July, 1955.

WITNESS:

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

Filed 19 July, 1955

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LIBER 93 PAGE 232

ALMA E. TYLER	:	NO. 11,293 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ROBERT EVERETT TYLER, et al.	:	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, July 19 , 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 in Paragraph Second B of the bill of complaint for partition, to wit:

> All that lot of ground situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, the improvements thereon being known as No. 402 Sixth Street, Eastport, Annapolis, described as follows:
>
> Beginning for the same at a point on the southwest side of said Sixth Street 148 feet 9 inches from the southwest corner of said Sixth Street and Bay Ridge Avenue; and running from thence southwesterly 100 feet; thence northwesterly and parallel with said Sixth Street 20 feet; thence northeasterly and parallel with the first line of this description 100 feet to the southwest side of said Sixth Street; thence with the southwest side of said Sixth Street southeasterly 20 feet to the place of beginning.
>
> Being the same property which was conveyed to Clarence E. Tyler by Horace J. Norwood and wife by deed dated July 31, 1942,

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 19 July, 1955.

and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 266, folio 133.

Said property being sold to Alma E. Tyler

at and for the sum of Five Thousand One Hundred- DOLLARS ($5,100.00- - -), she 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.

AND AS IN DUTY BOUND, ETC.

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 19th day of July , 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
Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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ORDER NISI

LIBER 93 PAGE 234

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,293 Equity

Ordered, this 19 day of July, 19 55, 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 23 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of August next.

The report states that the amount of sale ~~xxxx~~ was $ 5,100.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 19 July, 1955.

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 25th day of August, 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

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Filed 25 Aug., 1955.

OFFICE OF

LIBER 93 PAGE 235

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 23, 1955

We hereby certify, that the annexed

Trustees' Sale

Eq. 11,293.

Alma E. Tyler

506 Third Street

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 July, 1955. The first insertion being made the 1st day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 25 July, 1955

TRUSTEES' SALE

OF VALUABLE, IMPROVED REAL ESTATE LOCATED AT 506 THIRD STREET, EASTPORT, ANNAPOLIS, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 11,293 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, JULY 26, 1955, AT 11 A. M.

All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland; fronting 42 feet, more or less, on Third Street, the improvements thereon being known as No. 506 Third Street, Eastport, Annapolis.

Said property is improved by a two- and one-half-story, frame dwelling, with a four-room and bath apartment on the first floor and a five-room and bath apartment on the second floor, each having a separate entrance, but without central heat, presently occupied by tenants on a month-to-month basis.

Being the same property which was conveyed to Clarence E. Tyler and wife by Eleanor S. Stevens by deed dated September 17, 1925, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 12, folio 74, saving and excepting therefrom the following conveyances: (1) deed to Ward T. Hall and wife dated January 7, 1926, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 18, folio 362; (2) deed to James P. Bosford and wife dated November 12, 1943, and recorded among said Land Records in Liber J. H. H. No. 201, folio 380; (3) deed to Stanley Edwin Hill and wife dated July 27, 1940, and recorded among said Land Records in Liber J. H. H. No. 369, folio 407; (4) deed to William Edward Silence and wife dated August 7, 1946, and recorded among said Land Records in Liber J. H. H. No. 375, folio 47; (5) deed to George T. King dated August 28, 1946, and recorded among said Land Records in Liber J. H. H. No. 377, folio 400; (6) deed to Isaac W. Windsor and wife dated August 15, 1952, and recorded among said Land Records in Liber J. H. H. No. 727, folio 382.

TERMS OF SALE, as prescribed by the decree: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN, Trustee
150 South Street,
Annapolis, Maryland.

GEORGE E. BULLMAN, Trustee
Lee Building,
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

jy-22

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

TRUSTEES' SALE

OF VALUABLE

Improved Real Estate

LOCATED AT 506 THIRD STREET, EASTPORT, ANNAPOLIS, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 11,293 Equity, the undersigned trustees will offer at public sale at the court house door in the City of Annapolis, Maryland, on

Tuesday, July 26, 1955

AT 11 A.M.

All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, fronting 42 feet, more or less, on Third Street, the improvements thereon being known as No. 506 Third Street, Eastport, Annapolis.

Said property is improved by a two-and-one-half-story, frame dwelling, with a four-room and bath apartment on the first floor and a five-room and bath apartment on the second floor, each having a separate entrance, but without central heat, presently occupied by tenants on a month-to-month basis.

BEING the same property which was conveyed to Clarence E. Tyler and wife by Eleanor S. Stevens by deed dated September 17, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 12, folio 74, saving and excepting therefrom the following conveyances: (1) deed to Ward T. Hall and wife, dated January 7, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 18, folio 362; (2) deed to James P. Bassford and wife, dated November 12, 1943, and recorded among said Land Records in Liber J.H.H. No. 291, folio 380; (3) deed to Stanley Edwin Hill and wife, dated July 27, 1946, and recorded among said Land Records in Liber J.H.H. No. 369, folio 497; (4) deed to William Edward Silance and wife, dated August 7, 1946, and recorded among said Land Records in Liber J.H.H. No. 375, folio 47; (5) deed to George T. King, dated August 28, 1946, and recorded among said Land Records in Liber J.H.H. No. 377, folio 400; (6) deed to Isaac W. Windsor and wife, dated August 15, 1952, and recorded among said Land Records in Liber J.H.H. No. 727, folio 382.

TERMS OF SALE, as prescribed by the decree: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the 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.

51 Filed 27 July, 1955

LIBER 93 PAGE 238 ALMA E. TYLER : NO. 11,293 EQUITY

VS. : IN THE CIRCUIT COURT

FOR

ROBERT EVERETT TYLER, 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 Four Thousand Five Hundred Dollars ($4,500.00) ; 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 26th day of July, 1955.

WITNESS:

Grace R. Hartge as to Robert H. Elliott per etc. (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 Four Thousand Five Hundred Dollars ($4,500.00) , they being at that price the highest bidders therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 26th day of July, 1955.

WITNESS:

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

Filed 27 July, 1955

LIBER 93 PAGE 239

ALMA E. TYLER	:	NO. 11,293 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ROBERT EVERETT TYLER, et al.	:	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, July 26, 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 in Paragraph Second A of the bill of complaint for partition, to wit:

> All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, fronting 42 feet, more or less, on Third Street, the improvements thereon being known as No. 506 Third Street, Eastport, Annapolis.
>
> Being the same property which was conveyed to Clarence E. Tyler and Ellen E. Tyler, his wife (who predeceased her husband), by Eleanor S. Stevens by deed dated September 17, 1925, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 12, folio 74, saving and excepting therefrom the following conveyances: (1) deed to Ward T. Hall and wife dated January 7, 1926, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 18, folio 362; (2) deed to James P. Bassford and wife dated November 12, 1943, and recorded among said Land Records in Liber J.H.H. No. 291, folio 380;

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 27 July, 1955.

(3) deed to Stanley Edwin Hill and wife dated July 27, 1946, and recorded among said Land Records in Liber J.H.H. No. 369, folio 497; (4) deed to William Edward Silance and wife dated August 7, 1946, and recorded among said Land Records in Liber J.H.H. No. 375, folio 47; (5) deed to George T. King dated August 28, 1946, and recorded among said Land Records in Liber J.H.H. No. 377, folio 400; (6) deed to Isaac W. Windsor and wife dated August 15, 1952, and recorded among said Land Records in Liber J.H.H. No. 727, folio 382.

Said property being sold to Robert H. Elliott and Ellen T. Elliott, his wife,- - - - - at and for the sum of Four Thousand Five Hundred- - - - - - - - - - - - - - - - - - DOLLARS ($4,500.00- - - -), 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.

AND AS IN DUTY BOUND, ETC.

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 26th day of July, 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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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ORDER NISI

LIBER 93 PAGE 241

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,293 Equity

Ordered, this 27 day of July, 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 30 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30 day of August next.

The report states that the amount of sale ~~xxxxx~~ was $ 4,500.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

Filed 27 July, 1955.

(Final Order)

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of September, 19 55, 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

Filed 1 Sept., 1955.

OFFICE OF LIBER 93 PAGE 242

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., July 30, 19 55

We hereby certify, that the annexed

Trustees Sale

Alma E. Tyler

-of No. 7 - Tall Cedars

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 2 nd day of August, 19 55. The first insertion being made the 8 th day of July, 19 55.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed 1 Aug., 1955

TRUSTEES' SALE
OF VALUABLE IMPROVED
REAL ESTATE
Located at Tall Cedars, on Bay Ridge Road, Sixth (formerly Second) Election District, Anne Arundel County, Maryland.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein ALMA E. TYLER is complainant and ROBERT EVERETT TYLER, et al., are respondents, and known as No. 11,203 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

TUESDAY, AUGUST 2, 1955,
AT 11 A. M.,

all that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and being known as Lot No. 7, as shown on a plat of "Tall Cedars" filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27.

Said property is improved by a two-story, frame dwelling, with a living room with fireplace, dining room and kitchen on the first floor; three bedrooms and bath on the second floor; a basement; with oil-fired, hot air heat; presently occupied by a tenant on a month-to-month basis.

Being part of the same property which was conveyed to Clarence E. Tyler by The Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 232, folio 200.

TERMS OF SALE, as prescribed by the decree: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the 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.
GEORGE W. SCIBLE, Auctioneer.

jy-29

No. E. C. 7438

George W. Scible, LIBER 93 PAGE 243 Auctioneer

TRUSTEES' SALE

—OF VALUABLE—

Improved Real Estate

LOCATED AT TALL CEDARS, ON BAY RIDGE ROAD, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 11,293 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Anapolis, Maryland, on

Tuesday, August 2, 1955

AT 11 O'CLOCK, A. M.

All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and being known as Lot No. 7, as shown on a plat of "Tall Cedars" filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27.

Said property is improved by a two-story, frame dwelling, with a living room with fireplace, dining room and kitchen on the first floor; three bedrooms and bath on the second floor; a basement; with oil-fired, hot air heat; presently occupied by a tenant on a month-to-month basis.

Being part of the same property which was conveyed to Clarence E. Tyler by the Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 232, folio 206.

TERMS OF SALE, as prescribed by the decree: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale to the day of settlement, taxes, insurance and other expenses to be adjusted to the 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 2 Aug., 1955.

ALMA E. TYLER : NO. 11,293 EQUITY

LIBER 93 PAGE 244

IN THE CIRCUIT COURT

VS. : FOR

ROBERT EVERETT TYLER, 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 Ten Thousand One Hundred Dollars ($10,100.00) ; 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 2nd day of August, 1955.

WITNESS:

Grace R. Hartge as to Alma E Tyler by William J Beal agent (SEAL)
Grace R. Hartge Alma E. Tyler

as to (SEAL)

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 Alma E. Tyler at and for the sum of Ten Thousand One Hundred Dollars ($10,100.00) , she 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 2nd day of August, 1955.

WITNESS:

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

Filed 2 Aug, 1955.

LIBER 93 PAGE 245

ALMA E. TYLER	:	NO. 11,293 EQUITY
VS.	:	IN THE CIRCUIT COURT FOR
ROBERT EVERETT TYLER, et al.	:	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, August 2, 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 in Paragraph Second D of the bill of complaint for partition, to wit:

> All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and being known as Lot No. 7, as shown on a plat of "Tall Cedars" filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27.
>
> Being part of the same property which was conveyed to Clarence E. Tyler by The Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 232, folio 206.

Said property being sold to Alma E. Tyler

at and for the sum of Ten Thousand One Hundred- - - - - - - - - - - - - - - DOLLARS ($10,100.00- -), she being at that price then and

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 2 Aug., 1955.

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.

AND AS IN DUTY BOUND, ETC.

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 2nd day of August , 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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 93 PAGE 247

ORDER NISI

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,293 Equity

Ordered, this 2 day of August, 19 55, 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 6 day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6 day of September next.

The report states that the amount of sales ~~to be~~ was $ 10,100.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 2 Aug., 1955.

(Final Order)

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of September, 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.

Filed 14 Sept., 1955.

OFFICE OF

LIBER 93 PAGE 248

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. August 8, 1955

We hereby certify, that the annexed

Trustees' Sale

Alma E. Tyler

Tall Cedars A. B. C. D. E. F.

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 August, 1955. The first insertion being made the 15th day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Tolchinsky

Filed 8 Aug., 1955

LIBER 93 PAGE 249

Legal Notices

TRUSTEES' SALE

OF VALUABLE, UNIMPROVED REAL ESTATE LOCATED AT AND ADJACENT TO TALL CEDARS, NEAR BAY RIDGE ROAD, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1933, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 12,293 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Meryland, on

TUESDAY, AUGUST 9, 1938,
AT 11 A. M.,

All those lots or parcels of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, described as follows:

A. Lots 4, 5 and 6, as shown on a plat of Tall Cedars filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27, said lots having a combined frontage of 150 feet on Bay Ridge Road with an even depth of 150 feet therefrom.

B. Lots 10, 12, 14, 16, 18, 20 and 22, as shown on the aforesaid plat of Tall Cedars, said lots having a combined frontage of 350 feet on Bank Street, with an even depth of 233.4 feet therefrom.

C. Lots 28, 30, 32, 34, 36, 38, 40, 42 and 44, as shown on the aforesaid plat of Tall Cedars, said lots having a combined frontage of 461.1 feet on Bank Street with an even depth of 233.4 feet therefrom.

D. Lots 13, 15, 17, 19, 21 and 23 as shown on the aforesaid plat of Tall Cedars, said lots having a combined frontage of 300 feet on Bank Street with a depth therefrom of 236 feet, more or less.

E. Lots 29, 31, 33, 35, 37, 39, 41, 43, 45, 46 and 47, as shown on the aforesaid plat of Tall Cedars, said lots fronting 627 feet, more or less, on Bank Street, with a depth therefrom of 236 feet, more or less.

F. All that lot being at the southwest end of the subdivision called Richland Village (now Tall Cedars) and more particularly described according to a survey by J. Revell Carr, Surveyor, in October, 1932, as follows: Beginning for the same at a stake now set on the south side of Bank Street, as the same is laid out on the plat of Richland Village, as surveyed by J. Revell Carr in January, 1930, said point being at the northwest corner of Lot No. 30 (Lot 44 on the Plat of Tall Cedars) adjoining hereto on the east; thence running from the beginning point so fixed, leaving the said Bank Street, and with the western line of the said Lot 30 (Lot 44 on the Plat of Tall Cedars) and at right angles to the said Bank Street, south 21 degrees 58 minutes west 218.4 feet to a point on the north side of a 15-foot drive; thence leaving the said Lot No. 30 (Lot 44 on the Plat of Tall Cedars) and running along the north side of said 15-foot drive north 68 degrees 02 minutes west 40.18 feet to an iron pipe now set; thence running so as to leave a space for a driveway lying between the lot now being described and the eastern limits of the Bay Ridge Railroad right of way, north 0 degrees 33 minutes east 223.05 feet to an angle in the first-mentioned Bank Street; thence leaving the space mentioned as aforesaid for a drivoway and running along the south side of the said Bank Street south 87 degrees 16 minutes east 30 feet and south 68 degrees 02 minutes east 93.01 feet to the place of beginning, containing 0.41 acres of land and being the nunnumbered lot situate at the southwest end of the said plat called Richland Village (now Tall Cedars) and adjoining on the west Lot No. 30 (Lot 44 on the Plat of Tall Cedars) as aforesaid.

Parcels A, B, C, D and E being part of the same property which was conveyed to Clarence E. Tyler by The Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 232, folio 200; and Parcel F being the same property which was conveyed to the said Clarence E. Tyler by Percy G. Hall and wife by deed dated November 23, 1940, and recorded among the aforesaid Land Records in Liber J.H.H. No. 389, folio 186.

MANNER OF SALE: Parcels A, B, C, D, E, and F shall be first offered as an entirety, with bids reserved, and then offered separately, and sold in the manner yielding the highest price.

TERMS OF SALE: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from day of sale to the day of settlement, taxes and other expenses to be adjusted to the day of sale.

For further particulars, apply to:

ALBERT J. GOODMAN, Trustee,
156 South Street,
Annapolis, Maryland.

GEORGE E. KULLMAN, Trustee,
Lee Building,
Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer.

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

TRUSTEES' SALE

—OF VALUABLE—

Unimproved Real Estate

LOCATED AT AND ADJACENT TO TALL CEDARS, NEAR BAY RIDGE ROAD, SIXTH (formerly Second) ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, dated the 31st day of May, 1955, and passed in a cause in said court pending wherein Alma E. Tyler is complainant and Robert Everett Tyler, et al., are respondents, and known as No. 11,293 Equity, the undersigned trustees will offer at public sale at the courthouse door in the City of Annapolis, Maryland, on

Tuesday, August 9, 1955

AT 11 A.M.

all those lots or parcels of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, described as follows:

A. Lots 4, and 5 as shown on a plat of Tall Cedars filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27, said lots having a combined frontage of 150 feet on Bay Ridge Road with an even depth of 150 feet therefrom.

B. Lots 10, 12, 14, 16, 18, 20 and 22, as shown on the aforesaid plat of Tall Cedars, said lots having a combined frontage of 350 feet on Bank Street, with an even depth of 233.4 feet therefrom.

C. Lots 28, 30, 32, 34, 36, 38, 40, 42 and 44, as shown on the aforesaid plat of Tall Cedars, said lots having a combined frontage of 461.1 feet on Bank Street with an even depth of 233.4 feet therefrom.

D. Lots 13, 15, 17, 19, 21 and 23, as shown on the aforesaid plat of Tall Cedars, said lots having a combined frontage of 300 feet on Bank Street with a depth therefrom of 236 feet, more or less.

E. Lots 29, 31, 33, 35, 37, 39, 41, 43, 45, 46 and 47, as shown on the aforesaid plat of Tall Cedars, said lots fronting 627 feet, more or less, on Bank Street, with a depth therefrom of 236 feet, more or less.

F. All that lot being at the southwest end of the subdivision called Richland Village (now Tall Cedars) and more particularly described according to a survey by J. Revell Carr, Surveyor, in October, 1932, as follows: Beginning for the same at a stake now set on the south side of Bank Street, as the same is laid out on the plat of Richland Village, as surveyed by J. Revell Carr in January, 1930, said point being at the northwest corner of Lot No. 30 (Lot 44 on the Plat of Tall Cedars) adjoining hereto on the east; thence running from the beginning point so fixed, leaving the said Bank Street, and with the western line of the said Lot 30 (Lot 44 on the Plat of Tall Cedars) and at right angles to the said Bank Street, south 21 degrees 58 minutes west 218.4 feet to a point on the north side of a 15-foot drive; thence leaving the said Lot No. 30 (Lot 44 on the Plat of Tall Cedars) and running along the north side of said 15-foot drive north 68 degrees 02 minutes west 40.18 feet to an iron pipe now set; thence running so as to leave a space for a driveway lying between the lot now being described and the eastern limits of the Bay Ridge Railroad right of way, north 0 degrees 33 minutes east 223.95 feet to an angle in the first-mentioned Bank Street; thence leaving the space mentioned as aforesaid for a driveway and running along the south side of the said Bank Street south 87 degrees 16 minutes east 30 feet and south 68 degrees 02 minutes east 93.61 feet to the place of beginning, containing 0.41 acres of land and being the unnumbered lot situate at the southwest end of the said plat called Richland Village (now Tall Cedars) and adjoining on the west Lot No. 30 (Lot 44 on the Plat of Tall Cedars) as aforesaid.

Parcels A, B, C, D and E being part of the same property which was conveyed to Clarence E. Tyler by The Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 232, folio 206; and Parcel F being the same property which was conveyed to the said Clarence E. Tyler by Percy G. Hall and wife by deed dated November 23, 1946, and recorded among the aforesaid Land Records in Liber J.H.H. No. 389, folio 186.

MANNER OF SALE: Parcels A, B, C, D, E, and F shall be first offered as an entirety, with bids reserved, and then offered separately, and sold in the manner yielding the highest price.

TERMS OF SALE: A deposit of 10% of the purchase price to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from day of sale to the day of settlement, taxes and other expenses to be adjusted to the 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 9 Aug., 1955.

LIBER 93 PAGE 251

LIBER 93 PAGE 252

ALMA E. TYLER	:	NO. 11,293 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ROBERT EVERETT TYLER, 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 properties described in the advertisement attached hereto for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00) ; 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 9th day of August, 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 properties described in the advertisement attached hereto to Robert H. Elliott and Ellen T. Elliott, his wife, at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500), they being at that price the highest bidders therefor; and I hereby certify that the said sale was fairly made.

AS WITNESS my hand and seal this 9th day of August, 1955.

WITNESS:

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

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Filed 9 Aug, 1955

LIBER 93 PAGE 253

ALMA E. TYLER	:	NO. 11,293 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ROBERT EVERETT TYLER, et al.	:	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, August 9, 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 Paragraphs Second E and F in these proceedings, to wit, with the exception, however, of Lot No. 6, as shown on the Plat of Tall Cedars, which lot was erroneously advertised, and which was announced as having been withdrawn from said sale by the trustees and by the auctioneer immediately prior to the commencement of bidding:

All those lots of ground situate and lying in the Sixth (formerly Second) Election District of Anne Arundel County and described as follows:

A. Lots 4 and 5, as shown on a plat of Tall Cedars filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27.

B. Lots 10, 12, 14, 16, 18, 20 and 22, as shown on the aforesaid plat of Tall Cedars.

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 9 Aug., 1955

C. Lots 28, 30, 32, 34, 36, 38, 40, 42 and 44, as shown on the aforesaid plat of Tall Cedars.

D. Lots 13, 15, 17, 19, 21 and 23, as shown on the aforesaid plat of Tall Cedars.

E. Lots 29, 31, 33, 35, 37, 39, 41, 43, 45, 46 and 47, as shown on the aforesaid plat of Tall Cedars.

F. All that lot containing 0.41 acres, more or less, immediately adjacent to the development known as "Tall Cedars" which is more fully described in the deed from Percy G. Hall and wife to Clarence E. Tyler dated November 23, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 389, folio 186.

Parcels A, B, C, D, and E being part of the same property which was conveyed to Clarence E. Tyler by The Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the aforesaid Land Records in Liber J.H.H. No. 232, folio 206; and Parcel F being the same property which was conveyed to the said Clarence E. Tyler by Percy G. Hall and wife by deed dated November 23, 1946, and recorded among said Land Records in Liber J.H.H. No. 389, folio 186.

Said property being sold to Robert H. Elliott and Ellen T. Elliott, his wife, at and for the sum of Eleven Thousand Five Hundred Dollars ($11,500.00), they being at that price then and there the highest bidders therefor.

The above-described Parcels A, B, C, D, E and F were first offered as an entirety, with bids reserved, and then offered separately. The entirety bid was $11,500.00, and the separate bids totaled $9,800.00. The properties, therefore, were sold to the entirety purchaser.

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.

AND AS IN DUTY BOUND, ETC.

Albert J. Goodman
156 South Street
Annapolis, Maryland

George E. Rullman
Lee Building
Annapolis, Maryland
Trustees

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

66

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 9th day of August, 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

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 93 PAGE 256

ORDER NISI

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,293 Equity

Ordered, this 9 day of August, 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 13 day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13 day of September next.

The report states that the amount of sale was $ 11,500.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 9 Aug., 1955.

(Final Order)

Alma E. Tyler

versus

Robert Everett Tyler and
Ellen Tyler Elliott

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of September, 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.

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Filed 24 Sept., 1955.

LIBER 93 PAGE 257

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1955

We hereby certify, that the annexed Order Nisi Sale Eq. 11,293 Alma E. Tyler

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 16th day of August, 1955. The first insertion being made the 14th day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 15 Aug., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,293 EQUITY

ALMA E. TYLER

versus

ROBERT EVERETT TYLER and
ELLEN TYLER ELLIOTT

Ordered, this 12th day of July, 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 be shown on or before the 10th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 10th day of August next.

The report states that the amount of sale was $9,675.00

GEORGE T. CROMWELL, Clerk.

True copy, Test:

GEORGE T. CROMWELL, Clerk.

A-4

No. E. C. 7461

LIBER 93 PAGE 258

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. 11,203 EQUITY

ALMA E. TYLER

versus

ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT.

Ordered, this 19th day of July, 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 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

The report states that the amount of sale was $5,100.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-12

No. E. C. 7502

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CERTIFICATE OF PUBLICATION

Annapolis, Md., August 22, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,293

Alma E. Tyler

$5,100.00

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of August, 1955. The first insertion being made the 22nd day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

Filed 23 Aug., 1955

LIBER 93 PAGE 259

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,293 EQUITY

ALMA E. TYLER,

versus

ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT.

Ordered, this 27th day of July, 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 30th day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 30th day of August next.

The report states that the amount of sale was $4,500.00.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

e-18

OFFICE OF

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 30, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,293

Alma E. Tyler

$4,500.00

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of August, 1955. The first insertion being made the 28th day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

No. E. C. .....

Filed 31 July, 1955.

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ALMA E. TYLER	:	NO. 11,293 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ROBERT EVERETT TYLER, et al.	:	ANNE ARUNDEL COUNTY

:::::::

TRUSTEES' AMENDED REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The amended 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, on Tuesday, August 2, 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 in Paragraph Second D of the bill of complaint for partition, to wit:

> All that lot or parcel of land situate in the Sixth (formerly Second) Election District of Anne Arundel County, Maryland, and being known as Lot No. 6 (inadvertently described as Lot No. 7 in the bill of complaint and advertisement), as shown on a plat of "Tall Cedars" filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27.
>
> Being part of the same property which was conveyed to Clarence E. Tyler by The Mercantile Trust Company of Baltimore, etc., by deed dated February 28, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 232, folio 206.

Said property being sold to Alma E. Tyler at and for the sum of Ten Thousand One Hundred Dollars ($10,100.00), she being at that price then and there the highest bidder therefor. The said purchaser has agreed to

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 13 Sept., 1955.

comply with the terms of sale.

The supplemental agreement of the purchaser and the amended report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

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 30th day of August, 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 amended report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 93 PAGE 262

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 7, 1955

We hereby certify, that the annexed Order Nisi. Eq. 11,293.

Alma E. Tyler.

$10,100.00

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of September, 1955. The first insertion being made the 4th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 13 Sept., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,293 Equity

ALMA E. TYLER
Vs.
ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT

Ordered, this 2nd day of August, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman and George R. Rullman, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 6th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 6th day of September next.

The report states that the amount of sale was $10,100.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

a-25

No. E. C. 9111

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LIBER 93 PAGE 263

ALMA E. TYLER	:	NO. 11,293 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
ROBERT EVERETT TYLER, et al.	:	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 in the above proceedings, including the purchaser, do hereby consent to the immediate ratification of the sale of the fee simple property known as Lot No. 6 (inadvertently described as Lot No. 7 in the bill of complaint and advertisement), as shown on a plat of "Tall Cedars" filed among the Plat Records of Anne Arundel County in Plat Book 19, page 27, reported under amended report of sale by Albert J. Goodman and George E. Rullman, Trustees, on August 30, 1955, said property having been sold to Alma E. Tyler for the sum of $10,100.00.

Alma E. Tyler
Alma E. Tyler

Robert Everett Tyler
Robert Everett Tyler

Ellen Tyler Elliott
Ellen Tyler Elliott

Albt J. Goodman
Albert J. Goodman, Trustee

George E. Rullman
George E. Rullman, Trustee

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

75

Filed 13 Sept., 1955.

LIBER 93 PAGE 264

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,203 EQUITY

ALMA E. TYLER

versus

ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT.

Ordered, this 0th day of August, 1955, That the sale of the Real Estete 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 13th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 13th day of September next.

The report states thet the amount of sale was $11,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

s-1

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 23, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq 11293

Alma E Tyler

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 13th day of September, 1955. The first insertion being made the 11th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

No. E.C. _____

76

Filed 23 Sept., 1955.

LIBER 93 PAGE 265

In the Case of

Alma E. Tyler

vs.

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

Circuit Court

For

Anne Arundel County

No. 11,293 Equity

To the Honorable, the Judges of said Court:

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

October 11, 1955

All of which is respectfully submitted.

Laura K. Jicklein
Auditor

Filed: 11 Oct. 1955

Dr. Alma E. Tyler Vs. Robert Everttt Tyler and Ellen Tyler Elliott in ac.

To Trustees for Commissions, viz:	323 86		323	86
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	97 25			
Jos. W. Alton, Jr. - Sheriff's costs	1 45			
Sheriff of Tuscaloosa County - costs	2 00			
Chipman W. Cunningham - Examiner's fee	10 00			
Katharine H. McCutchan - Stenographer's fee	10 00			
Auditor - stating this account	18 00		158	70
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	29 07			
Capital-Gazette Press - order nisi (sale)	8 00			
Capital-Gazette Press - order nisi (acct)	6 00			
Speer Publications, Inc. - handbills	13 02			
Glens Falls Insurance Co. - bond premium	192 00			
George W. Scible - auctioneer's fee	75 00			
Joseph D. Lazenby - appraisal and testimony	50 00			
Albert J. Goodman - fee for legal services rendered (Order 8/22/55)	150 00			
Clerk of Court - certified copies deeds	7 50			
One-half Federal documentary stamps	5 50			
One-half State documentary stamps	5 50			
Grace R. Hartge - notary fees	1 00		542	59
To Trustees for Taxes, viz:				
1954 Annapolis City taxes	78 97			
1955 Annapolis City taxes ($74.50-adj.)	2 48			
1955 State and County taxes ($97.91 -adj. to 7/12/55)	52 22		133	67
To Trustees for Benefit Charges, viz:				
Annapolis Water Dept. - water service to 7/12/55	1 74		1	74
BALANCE FOR DISTRIBUTION - $8,634.89				
Distributed as follows to heirs at law of Clarence E. Tyler, viz:				
To Alma E. Tyler, widow - one-third	2,878 29			
To Robert Everett Tyler, son - one-third	2,878 30			
To Ellen Tyler Elliott, daughter - one-third	2,878 30		8,634	89
			9,795	45

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LIBER 93 PAGE 267

with

Albert J. Goodman and George E. Rullman, Trustees

Cr.

1955					
July	12	Proceeds of Sale of #515-517 Sixth Street, Eastport, Maryland	9,675	00	
		Interest on deferred payment of $8,707.50 - 2 mos. 23 days	120	45	
					9,795 45

9,795 45

ORDER NISI LIBER 93 PAGE 268

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Alma E. Tyler

VERSUS

Robert Everett Tyler

and

Ellen Tyler Elliott

No. 11,293 Equity.

ORDERED, This 11 day of October, 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 16 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of November next.

Filed: 11 Oct. 1955 George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of November, 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 Bluefield

Judge.

Filed: 17 Nov. 1955

In the Case of LIBER 93 PAGE 269

Alma E. Tyler

VS.

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

Circuit Court

For

Anne Arundel County

No. 11,293 Equity

To the Honorable, the Judges of said Court:

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

October 11, 1955

All of which is respectfully submitted.

Laura R. Jickling
Auditor

Filed: 11 Oct. 1955

Dr. Alma E. Tyler vs Robert Everett Tyler and Ellen Tyler Elliott in ac.

To Trustees for Commissions, viz:	184 54		184	54
To Trustees for Court costs, viz:				
Clerk of Court - additional court costs	10 75			
Auditor - stating this account	13 50		24	25
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	31 89			
Capital-Gazette Press - order nisi (sale)	8 00			
Capital-Gazette Press - order nisi (acct)	6 00			
Speer Publications, Inc. - handbills	11 31			
George W. Scible - auctioneer's fee	35 00			
Albert J. Goodman - fee for legal services rendered (Order 8/27/55)	100 00			
One-half Federal documentary stamps	3 03			
One-half State documentary stamps	3 02			
Grace R. Hartge - notary fees	1 00		199	25
To Trustees for Taxes, viz:				
1954 Annapolis City taxes	41 12			
1955 Annapolis City taxes ($38.98 - adj)	2 06			
1955 State and County taxes ($50.99-adj. to 7/19/55)	28 19		71	37
To Trustees for Benefit Charges, viz:				
Annapolis Water Department - water service to 6/30/55	6 80			
Annapolis water Department - water service from 6/30/55 to 7/19/55	1 37		8	17
BALANCE FOR DISTRIBUTION - $4,663.60				
Distributed as follows to heirs at law of Clarence E. Tyler, viz:				
To Alma E. Tyler, widow - one-third	1,554 54			
To Robert Everett Tyler, son - one-third	1,554 53			
To Ellen Tyler Elliott, daughter - one-third	1,554 53		4,663	60
			5,151	18

with Albert J. Goodman and George E. Rullman, Trustees Cr.

1955					
July	19	Proceeds of Sale of #402 Sixth Street, Eastport, Maryland	5,100	00	
		Interest on deferred payment of $4,450.00 -(2 mos. 9 days)	51	18	5,151 18
					5,151 18

LIBER 93 PAGE 272

ORDER NISI

Alma E. Tyler

VERSUS

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,293 Equity.

ORDERED, This 11 day of October, 19 55., That the Second Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of November next.

George J. Cromwell, Clerk

Filed: 11 Oct. 1955

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of November, 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 Michaelsen

Judge

Filed: 17 Nov. 1955

LIBER 93 PAGE 273

In the Case of

Alma E. Tyler

vs.

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

Circuit Court

For

Anne Arundel County

No. 11,293 Equity

To the Honorable, the Judges of said Court:

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

October 14, 1955

All of which is respectfully submitted.

Laura R. Jicklin

Auditor.

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Dr. Alma E. Tyler vs. Robert Everett Tyler and Ellen Tyler Elliott in ac.

To Trustees for Commissions, viz:	166	40	166	40
To Trustees for Court costs, viz:				
Clerk of Court - additional Court costs	10	75		
Auditor - stating this account	13	50	24	25
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	50		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	77		
George W. Scible - auctioneer's fee	35	00		
Albert J. Goodman - fee for legal services rendered (Order 9/2/55)	100	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Grace R. Hartge - notary fees	1	00	203	22
To Trustees for Taxes, viz:				
1954 Annapolis City taxes	51	35		
1955 Annapolis City taxes ($48.44 - adj.)	3	49		
1955 State and County taxes ($63.65- adj. to 7/26/55	36	42	91	26
To Trustees for Benefit Charges, viz:				
Annapolis Water Department - water service to 7/26/55	5	19	5	19
BALANCE FOR DISTRIBUTION - $4,056.26				
Distributed to the heirs at law of Clarence E. Tyler, viz:				
To Alma E. Tyler, Widow - one-third	1,352	08		
To Robert Everett Tyler, Son - one-third	1,352	09		
To Ellen Tyler Elliott, daughter - one-third	1,352	09	4,056	26
			4,546	58

with

Albert J. Goodman and George E. Rullman, Trustees

Cr.

1955						
July	26	Proceeds of Sale	4,500	00		
		Interest on deferred payment of $4,050.00 - 2 mos. 9 days	46	58	4,546	58
					4,546	58

ORDER NISI LIBER 93 PAGE 276

Alma E. Tyler

VERSUS

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,293 Equity.

ORDERED, This 14th day of October, 19 55, That the Third 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 18 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18 day of November next.

George T. Cromwell, Clerk

Filed 14 Oct. 1955

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of November, 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 19 Nov., 1955

LIBER 93 PAGE 277

In the Case of

Alma E. Tyler

vs.

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

Circuit Court

For

Anne Arundel County

No. 11,293 Equity

To the Honorable, the Judges of said Court:

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

October 14, 1955

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

89

Dr. Alma E. Tyler vs. Robert Everett Tyler and Ellen Tyler Elliott in ac.

To Trustees for Commissions, viz:	335	55	335	55
To Trustees for Court costs, viz:				
Clerk of Court - Court costs (additional)	16	75		
Auditor - stating this account	18	00	34	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	27	18		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	16		
George W. Scible - auctioneer's fee	75	00		
J. R. McCrone, Jr. - surveyor's services	15	00		
Albert J. Goodman - fee for legal services rendered (Order 9/15/55)	100	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Grace R. Hartge - notary fees	2	00		
			255	89
To Trustees for Taxes, viz:				
1954 Annapolis City taxes	72	23		
1955 Annapolis City taxes ($68.46 - adj.)	6	09		
1955 State and County taxes ($89.52)- adjusted to 8/2/55	52	72	131	04
BALANCE FOR DISTRIBUTION $9,427.61				
Distributed to the heirs at law of Clarence E. Tyler, viz:				
To Alma E. Tyler, widow - one-third	3,142	53		
To Robert Everett Tyler, son - one-third	3,142	54		
To Ellen Tyler Elliott, daughter - one-third	3,142	54	9,427	54
			10,184	84

9D

with

Albert J. Goodman and George E. Rullman, Trustees

Cr.

1955				
Aug.	2	Proceeds of Sale	10,100 00	
		Interest on deferred payment of $9,090.00 - 1 month 26 days	84 84	10,184 84
				10,184 84

LIBER 93 PAGE 280

ORDER NISI

Alma E. Tyler

VERSUS

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,293 Equity.

ORDERED, This 14th day of October, 19 55, That the Fourth 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 18 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18 day of November next.

Filed: 14 Oct. 1955. George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th day of November, 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 19 Nov, 1955.

LIBER 93 PAGE 281

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. 11,293 EQUITY

ALMA E. TYLER

versus

ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT.

Ordered, this 11th day of October, 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 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

o-28

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 17, 1955

We hereby certify, that the annexed

Order Nisi - Eq. 11,293

Auditor account

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 16th day of November, 1955. The first insertion being made the 14th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 596

By H. V. Silghman

93

Filed 17 Nov. 1955.

LIBER 93 PAGE 282

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,293 EQUITY

ALMA E. TYLER
versus
ROBERT EVERETT TYLER and
ELLEN TYLER ELLIOTT.

Ordered, this 11th day of October, 1955, That the Second Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 16th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of November next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:
GEORGE T. CROMWELL, Clerk.

o-28

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,293

Second Auditor accounts

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 16th day of November, 1955. The first insertion being made the 14th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 597

14

Filed 17 Nov., 1955.

LIBER 93 PAGE 283 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1955

We hereby certify, that the annexed

Order Nisi - Eq. 11,293

Third Auditor Account

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 18th day of November, 1955. The first insertion being made the 17th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 808 By H. Tilghman

Filed: 18 Nov. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,293 Equity

ALMA E. TYLER

Vs.

ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT

Ordered, this 14th day of October, 1955, That the Third 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 18th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of November next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

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LIBER 93 PAGE 284 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1955

We hereby certify, that the annexed

Order Nisi. Eq. 11,293

Fourth Auditor account

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 18th day of November, 1955. The first insertion being made the 17th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 809

By D. Tilghman

Filed: 18 Nov. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,293 Equity

ALMA E. TYLER

Vs.

ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT.

Ordered, this 14th day of October, 1955, That the Fourth 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 18th day of November next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of November next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

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LIBER 93 PAGE 285

In the Case of

Alma E. Tyler

vs.

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

Circuit Court

For

Anne Arundel County

No. 11,293 Equity

To the Honorable, the Judges of said Court:

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

December 6, 1955

All of which is respectfully submitted.

Laura K. Ticklenz
Auditor.

Filed 7 Dec., 1955.

77

Dr. Alma E. Tyler vs. Robert Everett Tyler and Ellen Tyler Elliott in ac.

To Trustees for Commissions	380	38	380	38
To Trustees for Court costs, viz:				
Clerk of Court - final Court costs	10	75		
Auditor - stating this account	18	00	28	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	58	14		
Capital-Gazette Press - order nisi (sale	8	00		
Capital-Gazette Press - order nisi (acct	6	00		
Speer Publications, Inc. - handbills	18	62		
George W. Scible - auctioneer's fee	100	00		
Albert J. Goodman - fee for legal services rendered (Order 10/1/55)	100	00		
One-half Federal documentary stamps	6	33		
One-half State documentary stamps	6	32		
Grace R. Hartge - notary fees	1	00	304	41
To Trustees for Taxes, viz:				
1954 Annapolis City taxes	44	64		
1955 Annapolis City taxes ($42.76) adjusted - 1 month 9 days	4	64		
1955 State and County taxes ($55.89) - adjusted - 7 months 9 days	34	00	83	28
BALANCE FOR DISTRIBUTION - $10,882.58				
Distributed to the heirs at law of Clarence E. Tyler, viz:				
To Alma E. Tyler, widow - one-third	3,627	53		
To Robert Everett Tyler, son - one-third	3,627	53		
To Ellen Tyler Elliott, daughter - one-third	3,627	52	10,882	58
			11,679	40

with Albert J. Goodman and George E. Rullman, Trustees Cr.

1955				
Aug.	9	Proceeds of Sale of Lots 4, 5, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, and Lots No. 28, 30, 32, 34, 36, 38, 40, 42 and 44 of "Tall Cedars"; and also lot containing .41 acres adjoining "Tall Cedars"	11,500 00	11,500 00
		Interest on deferred payment of $10,350.00 - 3 months 14 days	179 40	179 40
				11,679 40

Filed Jan. 13, 1956

ORDER NISI LIBER 93 PAGE 288

Alma E. Tyler

VERSUS

Robert Everett Tyler

and

Ellen Tyler Elliott

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,293 Equity.

ORDERED, This 7 day of December, 19 55, That the ~~Report and Account of the~~ Fifth and Final Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of January next.

Filed 7 Dec., 1955. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of January, 1956, 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

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. 11,293 EQUITY

ALMA E. TYLER

versus

ROBERT EVERETT TYLER and ELLEN TYLER ELLIOTT.

Ordered, this 7th day of December, 1955, That the Fifth and Final Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 11th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of January next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:
GEORGE T. CROMWELL, Clerk.

d-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 11, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,293
Auditor account
5th & Final
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 11th day of January, 1956. The first insertion being made the 10th day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By N. T. Johnson

No. E.C. 5013

Filed JAN 11 1956

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LIBER 93 PAGE 289

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Andre Merle and Emilie Merle, his wife.	*	Equity No. 11,417

* * * * * * * * *

Mr. Clerk:

Please file the attached mortgage and docket suit in the above entitled cause, and oblige.

Irving H. Mezger
Irving H. Mezger
Attorney named in Mortgage

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

Filed 14 July, 1955.

1

BLN

No. 11,417 Equity

THIS MORTGAGE, Made this 27th day of August - - -, in the year one thousand nine hundred andfifty-three , between ANDRE MERLE and EMILIE BARBARA MERLE, his wife -, of the County of Anne Arundel , in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Ten Thousand ($10,000.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of One Hundred Eleven Dollars and Two Cents ($111.02) - - commencing on the fifteenth - day ofOctober - , 1953, and on the fifteenth - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors

do grant, convey and assign unto the said mortgagee, its successors and assigns, all that- - - -lot - of ground situate and lying in the First Election District

of Anne Arundel County, in the State of Maryland - - - - - - - - - - - - - - - - -

-- - - - - - - - - - - - - - - - - - - , and described as follows:

~~BEGINNING~~ BEING known and designated as Lot No. Eight (8), Square 11, on plat of Edgewater Beach, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 13, folio 15, (Cabinet 1, Rod J, Plat No. 15): said lot fronts Fifty (50) feet on the North side of Edgewater Drive and has a maximum depth of Two Hundred Thirty One and Thirty-three One-hundredths (231.33) feet, more or less to the shore line of South River and fronting thereon Fifty (50) feet more or less.

BEING the same lot of ground which by deed dated September 3rd, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 283, folio 397 was granted and conveyed by Elmer W. Green and Mary A. Green, his wife, to the said mortgagors.

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

2

Filed 14 July, 1955

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

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

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its suocessors or assigns, in some company acceptable to the mortgagee, its suocessors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its sucoessors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its suo-

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

cessors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly -
on or before the - - - -fifteenth - - - - - - - - - - day of each and every month the sum of Sixteen ($16.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to oollect the rents and profits of said premises and account therefor as the Court may direot; (5) That should the title to the here mortgaged property be acquired by any person, persons, partnership or oorporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be enoumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written oonsent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days; (7) That upon the institution of either bankruptcy or reoeivership prooeedings, voluntary or involuntary, against the said mortgagor (or either of them) this mortgage will immediately mature, and failure to pay the mortgage debt in full within ten days thereafter will entitle the mortgagee to foreclose this mortgage without notice; (8) that after any default and the institution of foreclosure proceedings or the insertion of an advertisement for the sale of the hereby mortgaged premises, the mortgagee shall not be required to accept payment of any arrearage, or the balance of the mortgage debt only, but also shall be entitled to demand and be paid all costs, expenses, etc., incurred in such proceeding, including the counsel fee set forth herein, and one-half of the amount of the commission that the Trustee or Attorney would have received had the sale been made at a price equal to the balance of the mortgage indebtedness at the time of default; (9) That in any proceedings in which the said mortgagee, because it is the holder of this mortgage, is caused to file an answer or defeund itself through no fault of its own a reasonable fee shall be paid the attorney for the mortgagee, and if not paid by the mortgagor, may be charged against the mortgage acoount.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the oovenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its suocessors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a deoree or under the above power of

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

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sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) to the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

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

WITNESS the hands and seals of the said mortgagors.

Witness:

H. Allen Mezger

André Merle (SEAL)
Andre Merle

Emilie Barbara Merle (SEAL)
Emilie Barbara Merle

(SEAL)

(SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 27th day of August - -,1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Andre Merle and Emilie Barbara Merle, his wife -

known to me (or satisfactorily proved) to be the persons whose names are subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P. Helmer - - - - - - - - President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger
Notary Public

My Commission Expires May 2nd,1955.

Recorded: August 28, 1953 at 11.50 A.M.

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

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53-380

LIBER 93 PAGE 294

MORTGAGE

From:

Andre Merle and Emilie Barbara Merle, his wife.

To:

Arundel Federal Savimgs & Loan Association of Baltimore City

FIRST ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 28 Day of Aug 1953 at 11:50 A.M. and the same is recorded in Liber J.H.H. No. 728 Fol. 411, Land Records of Anne Arundel County

John H. Hopkins Jr. Clerk

Pd. 5.00

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

FILED

LIBER 93 PAGE 295

STATEMENT OF MORTGAGE CLAIM

Irving H. Mezger, Attorney

named in Mortgage

vs.

Andre Merle and Emilie

Merle, his wife.

IN THE

CIRCUIT COURT

—OF—

~~XXXXXXXXXXXXXXXX~~

ANNE ARUNDEL COUNTY

Equity No. 11,417

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage		10,000.00
Less-Total amount paid on account of Principal	$350.31	
Less-Credit Expense Account	32.76	383.07
Net Balance		9,616.93
Plus accumulated interest to August 31st, 1955 (with interest thereafter at rate of 6% per annum)		48.25
Total amount of mortgage indebtedness		$ 9,665.18

Arundel Federal Savings and Loan Association of Baltimore City

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

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 26th day of August in the year nineteen hundred and fifty-five, before me, a Notary Public of the State of Maryland, in and for said City of Baltimore, personally appeared Henry C. Bourke, Jr., Treasurer of the Arundel Federal Savings and Loan Association of Baltimore City, -

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

As witness my hand and Notarial Seal,

Betty Lou Vogt

7 Filed 27 Aug, 1955 Betty Lou Vogt *Notary Public.*

LIBER 93 PAGE 296

Milit[a]ry Affidavit under Soldiers' and Sai[l]ors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

Irving H. Mezger, Attorney

named in Mortgage

vs.

Andre Merle and Emilie

Merle, his wife,

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,417

~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared John P. Helmer, President of the Arundel Federal Savings and Loan Association of Baltimore City - - - - - - - - - - - - and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: John P. Helmer *Affiant.*
President

Subscribed and sworn to before me

this .....26th..... day of .....August..... 1955.....

Betty Lou Vogt

Betty Lou Vogt – *Notary Public*

BETTY LOU VOGT NOTARY PUBLIC BALTIMORE CITY, MD.

Filed 27 Aug., 1955.

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND LIBER 93 PAGE 297 No. 11,417 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger,

200 W. Saratoga Street,

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Nine Thousand Seven Hundred Fifty and 00/100 ($ 9,750.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 29th *day of* August *in the year of our Lord nineteen hundred and* fifty-five.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Andre Merle and Emilie Merle, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated August 27, 1953 *and recorded in Liber* JHH *No.* 778 *folio* 411 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Irving H. Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Irving H. Mezger [SEAL]

[SEAL]

Elaine E. Seeger

MARYLAND CASUALTY COMPANY

By Joseph F. Howell - Attorney-in-fact

ATTEST: L. Pill

Approved this 27 Aug.
George J. Cromwell, Clerk

9 Filed 27 Aug., 1955

STATE OF MARYLAND, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney and that the same is on this 29th day of August 1955 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

10

Irving H. Mezger, Attorney	*	IN THE CIRCUIT COURT
named in Mortgage	*	FOR
vs.	*	ANNE ARUNDEL COUNTY
Andre Merle and Emilie	*	
Merle, his wife.	*	Equity No. 11,417

* * * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 30th day of August, 1955, we sold at public auction for the highest price obtainable to J. P. Green - the property described as follows:

> ALL THAT LOT OF GROUND AND IMPROVEMENTS situate and lying in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows: BEING known and designated as Lot No. Eight (8), Square 11, on plat of Edgewater Beach, which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book W.N.W. No. 13, folio 15, (Cabinet 1, Rod J, Plat No. 15); said lot fronts Fifty (50) feet on the North side of Edgewater Drive and has a maximum depth of Two Hundred Thirty One and Thirty-three One-hundredths (231.33) feet, more or less to the shore line of South River and fronting thereon Fifty (50) feet more or less.

at and for the price of Fifteen Thousand One Hundred ($15,100.00) Dollars.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its Vice President.

E. T. Newell & Co., Inc., Auctioneers.

By: John M. Miller, Jr., Vice President

I hereby certify that I purchased the above described property at and for the price of $15,100.00.

J. P. Green

BALTIMORE 1, MD.

11

Filed 8 Sept., 1955.

LIBER 93 PAGE 299

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR
vs.	*	FOR
Andre Merle and Emilie Merle, his wife.	*	ANNE ARUNDEL COUNTY Equity No. 11,417

* * * * * * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Irving H. Mezger, Attorney named in Mortgage, of the mortgage from Andre Merle and Emilie Merle, his wife, to the Arundel Federal Savings and Loan Association of Baltimore City, filed in these proceedings, respectfully shows:

That under the power and authority granted in said mortgage to make sale of the fee simple property therein described, default having occurred under said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette", a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Tuesday, August 30th, 1955 at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the First Election District of Anne Arundel County, Maryland and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to J. P. Green, who was then and there the highest bidder at and for the sum of Fifteen Thousand One Hundred ($15,100.00) Dollars, a deposit of One Thousand ($1,000.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cen (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger

Irving H. Mezger, Attorney named in Mortgage

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 2nd day of September, in the year 1955, before me, the subscriber, a Notary Public, of the State of Maryland, in and for the county aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

H. Allen Mezger

H. Allen Mezger, Notary Public

My Commission Expires May 6th, 1957.

Filed 8 Sept., 1955

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

12

LIBER 93 PAGE 300

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage

versus

Andre Merle and
Emilie Merle, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,417 Equity

Ordered, this 8 day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned,

made and reported by Irving H. Mezger, Attorney named in Mortgage,
~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of October next.

The report states that the amount of sales ~~xxxxx~~ was $ 15,100.00.

George J. Cromwell, Clerk.

True Copy,

TEST: .....Clerk.

(Final Order)

Filed 8 Sept., 1955.

Irving H. Mezger,
Attorney named in Mortgage

versus

Andre Merle and
Emilie Merle, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

.....Term, 19

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

13.

Filed: 18 Oct. 1955

Jud. 14042.
Additional
MORTGAGEE OR ATTORNEYS' BOND

LIBER 93 PAGE 301 No. 11,417 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger

200 W. Saratoga Street,

of Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Five Thousand Two Hundred Fifty and 00/100 ($ 5,250.00) . . . . . *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 29th *day of* August *in the year of our Lord nineteen hundred and* fifty-five.

WHEREAS, the above bounden Irving H. Mezger *by virtue of a power contained in mortgage from* Andre Merle and Emilie Merle, his wife

to Arundel Federal Savings and Loan Association of Baltimore City

dated August 27, 1953 *and recorded in Liber* JHH *No.* 778 *folio* 411 *etc., one of the Land Record Books of* Anne Arundel County *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Irving H. Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Irving H. Mezger [SEAL]

[SEAL]

Elaine E. Seeger
Elaine E. Seeger

MARYLAND CASUALTY COMPANY

By Vandervoort Rand - Attorney-in-Fact

ATTEST: L. Pill
L. Pill

Approved this 8 Sept., 1955
George J. Cromwell, Clerk.

Filed 8 Sept., 1955.

14

STATE OF MARYLAND, Baltimore City, set: LIBER 93 PAGE 302

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 29th day of August 19 55 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier, Assistant Secretary

Trustee's Bond LIBER 93 PAGE 303 No. 11,417 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Irving H. Mezger, 200 W. Saratoga Street, Baltimore 1, Maryland.

..... as principal,

and MARYLAND CASUALTY COMPANY a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One hundred and 00/100 - - - - - - - - - - - - - - - - - ($100.00) Dollars, current money, to be paid to the said State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 29th day of August in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden Irving H. Mezger of Anne Arundel County by virture of a decree of the Honorable the Judge of the Circuit Court No. 2 of Baltimore City, has been appointed trustee to sell certain property

mentioned in the proceedings in the case of Arundel Federal Savings and Loan Association of Baltimore City.

vs.

Andre Merle and Emilie Merle, his wife.

now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN Irving H. Mezger 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 de cree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force an d virture in law.

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger Witness as to Principal

Norma F. Habeeb
Norma F. Habeeb. Witness as to Surety

Irving H. Mezger [SEAL.]
Irving H. Mezger

[SEAL.]

MARYLAND CASUALTY COMPANY [SEAL.]

By [SEAL.]
Ralph C. Holliday *Attorney-in-Fact*

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vanderxoort, Rand, Joseph F. Howell, Ralph C. Holliday or Roberta H. Taylor its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court No. 2 of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 20th Day of February, 1951.

MARYLAND CASUALTY COMPANY

ATTEST:

By: E. Kemp Cathcart
Vice-President

D. W. Vauthier
Assistant Secretary

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

29 August, 1955

MARYLAND CASUALTY COMPANY

D. W. Vauthier, *Assistant Secretary*

Approved this 16 Sept. 1955.
George J. Cromwell, Clerk.
Filed 16 Sept., 1955.

16.

LIBER 93 PAGE 304 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. 11,417 Equity

IRVING H. MEZGER, Attorney named in Mortgage -

Vs.

ANDRE MERLE and EMILIE MERLE, his wife.

Ordered, this 8th day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Irving H. Mezger, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of October next.

The report states that the amount of sale was $15,100.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

o-6

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 6, 1955

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11417

Andre Merle

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of October, 1955. The first insertion being made the 15th day of September, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

17 7

Filed: 7 Oct. 1955

In the Case of

Irving H. Mezger,
Attorney named in Mortgage,
vs.
Andre Merle
and
Emilie Barbara Merle, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,417 Equity

To the Honorable, the Judges of said Court:

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

November 14, 1955

All of which is respectfully submitted.

Laura K. Jahelka
Auditor.

Filed 21 Nov., 1955.

18

Dr. **Irving H. Mezger, Attorney named in Mortgage, Vs. Andre Merle and Emilie Barbara Merle, his wife** in ac.

To Attorney for Fee, viz:	50 00	
To Attorney for Commissions, viz:	487 72	537 72
To Attorney for Court costs, viz:		
Plaintiff's Solicitor's appearance fee	10 00	
Clerk of Court - Court costs	29 50	
Auditor - stating this account	18 00	57 50
To Attorney for Expenses, viz:		
Capital-Gazette Press - advertising sale	36 24	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (acct)	6 00	
The Sun - advertising sale	12 85	
Maryland Casualty Co. - bond premium	39 00	
Maryland Casualty Co. - additional bond premium	21 00	
E. T. Newell & Co. - auctioneer's fee	125 00	
One-half Federal documentary stamps	8 53	
One-half State documentary stamps	8 52	
Notary fee	50	265 64
To Arundel Federal Savings and Loan Ass'n of Baltimore City, mortgagee - in full for mortgage claim	9,665 18	9,665 18
To Andre Merle and Emilie Barbara Merle, his wife, mortgagors - this balance	4,770 15	4,770 15
		15,296 19

19

with Irving H. Mezger, Attorney named in Mortgage Cr.

1955							
Aug.	30	Proceeds of Sale		15,100	00		
		Interest on deferred payment of					
		$14,100 - two months seven days		157	45	15,257	45
		Refund 1955 State and County taxes -					
		four months		38	24		
		Notary fee			50	38	74
						15,296	19

ORDER NISI LIBER 93 PAGE 308 In the

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Andre Merle

and

Emilie Barbara Merle, his wife

CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,417 Equity.

ORDERED, This 21 day of November, 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 2 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of January next.

Filed 21 Nov. 1955 George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of January, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Clerk apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed 4 Jan. 1956

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 4, 1956

We hereby certify, that the annexed

Order Nisi. Eq. 11,417

Auditor account.

Andre Merle

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of January, 1956 The first insertion being made the 1st day of December, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,417 EQUITY

IRVING H. MEZGER,
Attorney Named in Mortgage,
versus
ANDRE MERLE and
EMILIE BARBARA MERLE, his wife.

Ordered, this 21st day of November, 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 2nd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of January next.

GEORGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
d-15

No. 5113 Filed: 4 Jan 1956.

LIBER 93 PAGE 309

Edward J. Brannan	*	In The Circuit Court
Attorney Named in Mortgage	*	
	*	
VS.	*	for
Daniel J. Ordakowski and	*	Anne Arundel County
Mary A. Ordakowski, his wife	*	(In Equity) No. 11,427

Mr. Clerk,

Please docket the above entitled suit and file among the papers the following instrument marked 'Plaintiffs' Exhibit No. 1".

1 - Original Mortgage from said Daniel J. Ordakowski and Mary A. Ordakowski, his wife, to the Leeds Federal Savings and Loan Association dated March 12, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 817 folio 315 etc.

Edward J. Brannan

Edward J. Brannan

Attorney Named in Mortgage

Filed 20 July, 1955.

City-County Form.

LIBER 93 PAGE 310

LIBER 817 PAGE 315

No. 11,427 Equity

This Mortgage,

Made this 12th day of March, in the year one thousand, nine hundred and fifty-four, between Daniel J. Ordakowski and Mary A. Ordakowski, his wife

of Anne Arundel County, in the State of Maryland, Mortgagors, and the LEEDS 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 ----ELEVEN THOUSAND ($11,000.00)---------- 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 five & one-half per cent (5½ %) per annum in the manner following:

By the payment on or before the first day of each month from date hereof; of the sum of --EIGHTY---- DOLLARS AND THIRTY FOUR CENTS ($80.34) - Dollars, being principal and interest of said Mortgage indebtedness, which said interest shall be computed by the calendar month; and

Together with and in addition to the monthly payments of principal and interest payable under the terms of the Mortgage debt hereby secured, the Mortgagors will pay to the Mortgagee on the first day of each month until the said debt is fully paid, a sum, 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 estimated sum is 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 Mortgagee and held by it or its sucessors 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 to continue until the whole of said principal and interest shall be paid in full, and said combined payments 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, ground rent, if any, fire, tornado insurance premiums and other charges, for which the property may be liable, and life insurance premiums on policies assigned to the Mortgagee, its successors or assigns; and (3) towards the payment of the aforesaid principal sum, or in any other way the Mortgagee may elect.

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.

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

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

BEGINNING for the same at a point distant 305 feet northerly from an iron pipe on the north side of a 30 foot road proposed to be opened (being the first road north of Maple Road) said point of beginning being also distant easterly 25 feet from the center of the Hammonds Ferry (concrete) Road and running thence with the east side of Hammonds Ferry Road north 15 degrees 27 minutes 30 seconds west 60 feet to an iron pipe thence leaving said road and running north 74 degrees 32 minutes 30 seconds east 124 feet to the easternmost outline of lot now being described thence south 15 degrees 27 minutes 30 seconds east 60 feet to a point 305 feet north of the aforementioned 30 foot road thence binding on the north side of lot No. 5 south 76 degrees 51 minutes west 124 feet to the place of beginning, being known as Lot No. 6, Block 58 on Plat No. 6 of Linthicum Heights said Plat is to be recorded among the Land Records of Anne Arundel County. The improvements thereon being known as 211 Hammonds Ferry Road.

BEING the same lot of ground and premises which, by deed dated February 4, 1952 and

Plaintiffs Exhibit No. 1.
Filed 20 July, 1955.

recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 665, folio 411 etc., was granted and conveyed by Marguerite E. Wolf, unmarried unto Daniel J. Ordakowski and Mary A. Ordakowski, his wife, the Mortgagors herein.

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, in fee simple. ~~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 annual rent of $_____, payable in equal semi-annual installments on the _____ days of _____ and _____ in each and every year.~~

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 and in the event of any loss by fire the insurance company or companies are hereby directed by the Mortgagors to make payment for such loss to the Mortgagee only, and not to the Mortgagors and Mortgagee jointly; such payment at the option of the Mortgagee may be applied to the extinguishment of the principal, interest and expenses secured by this Mortgage whether then due or not, but shall not exceed the amount payable under this Mortgage; provided that the Mortgagee in lieu of such application may, in writing, consent to the use by Mortgagors of said insurance money for the reconstruction of the improvements on the Mortgaged property; (3) to pay all ground rent, if any, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. 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 the Mortgagee, its successors or assigns wherein the Mortgagee, its suc-

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cessors or assigns, is the beneficiary and which is held by the Mortgagee, its successors or assigns, 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; (10) that should twenty per cent. (20%) or more of the original loan be paid at one time before maturity, Mortgagors agree to pay to the said Mortgagee ninety days interest at six (6%) per cent. beyond the date of payment on the amount so prepaid. It is agreed and understood by the Mortgagors herein that this loan is made subject to all the provisions of the charter, by-laws and proper resolutions of the Board of Directors of the Leeds Federal Savings and Loan Association.

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 Edward J. Brannan - - - - , 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 One Hundred ($100.00) - - 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 whomsoever 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.

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, their heirs, personal representatives and assigns shall also include the successors and assigns of a corporate Mortgagor.

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:

Edward J. Brannan

Edward J. Brannan

Daniel J. Ordakowski (SEAL)
Daniel J. Ordakowski

(SEAL)

Mary A. Ordakowski (SEAL)
Mary A. Ordakowski

(SEAL)

LIBER 93 PAGE 313
LIBER 817 PAGE 318

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 12th day of March, 19 54, before me, the subscriber, a Notary Public, of the State of Maryland in and for the City aforesaid, personally appeared Daniel J. Ordakowski and Mary A. Ordakowski, 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 George S. M. Kieffer - - - - - - - - - - - - - - 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

Edward J. Brannan

Edward J. Brannan, Notary Public.

For Value Received the Leeds Federal Savings and Loan Association releases the within mortgage and mortgage debt. As witness the corporate seal of the said corporation and the signature of George S.M. Kieffer, its President, this 8th day of July, 1955.

(Recorded: March 13, 1954 at 9 A. M.)

Attest: Leeds Federal Savings and Loan Assn.

B. W. Bratton, Secy.

BY: ______________________
George S. M. Kieffer, President

MORTGAGE

FROM

Daniel J. Ordakowski and

Mary A. Ordakowski, his wife

TO

LEEDS
FEDERAL SAVINGS AND LOAN
ASSOCIATION

BLOCK NO. ______

Received for Record 13 Mar. 19 54
at 9 o'clock A. M. Same day recorded in
Liber J.H.H. No. 817 Folio 315 etc.
one of the Land Records of
A.A. Co. and examined per
JOHN H. HOPKINS, 3rd, Clerk.
Cost of Record, $ 6.75 pd.

~~XXROSS XBLACK, JR.~~
EDWARD J. BRANNAN
Attorney-at-Law
Baltimore 2, Maryland

The Daily Record Company, Baltimore, Md.

Edward J. Brannan, * IN THE
Attorney Named in Mortgage * CIRCUIT COURT FOR
* ANNE ARUNDEL COUNTY
VS. *
Daniel J. Ordakowski and * Docket No._____ Folio_____
Mary A. Ordakowski, his wife * Case No. 11,427 Equity
* * * * * * * * * * * * * *

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in Mortgage and made oath in due form of law that he knows the defendants herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Edward J. Brannan
Edward J. Brannan,
Attorney Named in Mortgage

Subscribed and sworn to before me
this 19th day of July 1955.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public

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Filed 20 July, 1955

Judicial 13—Maryland—Mortgagee's or Attorney's Bond.

LIBER 93 PAGE 315

IN THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY,

STATE OF MARYLAND

No. 11,427 Equity

BOND OF ATTORNEY

~~To SELL~~

FORECLOSE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That we,

EDWARD J. BRANNAN

as Principal ,

and the UNITED STATES FIDELITY AND GUARANTY COMPANY, a body corporate under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of ELEVEN THOUSAND AND 00/100 ---------- ---------- Dollars ($ 11,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 21st day of July , in the year of our Lord, nineteen hundred and fifty-five.

WHEREAS, the above bounden

EDWARD J. BRANNAN

by virtue of the power contained in a mortgage from DANIEL ORDAKOWSKI AND MARY A. ORDAKOWSKI, HIS WIFE to LEEDS FEDERAL SAVINGS AND LOAN ASSOCIATION bearing date the 12th day of March , 1955, and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. No. 817 Folio 315 and

EDWARD J. BRANNAN

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

EDWARD J. BRANNAN

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

Marguerite E. Wolf

Edward J. Brannan (SEAL)

(SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

By A. M. Dawson

Attorney-in-fact

B. L. Bolling

Witness to Surety

Approved this 23 July, 1955
George T. Cromwell, Clerk
Filed 23 July, 1955

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LIBER 93 PAGE 316

Edward J. Brannan
Attorney Named in Mortgage

VS.

Daniel J. Ordakowski and
Mary A. Ordakowski (wife)

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)

Docket_____ Folio_____

Case No. 11,427

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage Claim of the Leeds Federal Savings and Loan Association under the mortgage from Daniel J. Ordakowski and Mary A. Ordakowski, his wife, dated March 12, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 817 folio 315, etc.

Amount of Mortgage Loan		$11000.00
Less Amount Paid on Principal		427.91
		10572.09
Plus Interest from 6/18/55 to 8/15/55		121.13
Plus Release fee		7.80
		10701.02
Less Expense Account Credit	$63.68	
Less Rental second floor apartment, collected by Attorney named in Mortgage	60.00	123.68
Total		$10577.34

Edward J. Brannan
Edward J. Brannan,
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 15th day of August in the year 1955 before me, the subscriber, a Notary Public of the State of Maryland in and for Baltimore City, personally appeared Edward J. Brannan, Attorney Named in 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.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public

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Filed 16 Aug., 1955.

LIBER 93 PAGE 317

Edward J. Brannan
Attorney Named in Mortgage

vs.

Daniel J. Ordakowski and
Mary A. Ordakowski, his wife

* IN THE CIRCUIT COURT
* FOR
* ANNE ARUNDEL COUNTY
* Docket_____ Folio_____
* Case No. 11,427

* *

REPORT OF SALE

To The Honorable, The Judge of Said Court:

The report of Sale of Edward J. Brannan, Attorney Named in Mortgage dated March 12, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 917, folio 315 etc., from Daniel J. Ordakowski and Mary A. Ordakowski, his wife to the Leeds Federal Savings and Loan Association, which Mortgage is filed in said cuase pending, respectfully shows:

That after giving Bond with security for the faithful discharge of his trust, which was duly filed and approved and having given notice of the time, place, manner and terms of sale by advertisement inserted in The Evening Capital and The Maryland Gazette, newspapers published in Anne Arundel County for more than three successive weeks, preceeding the day of sale, Edward J. Brannan under and by virtue of the power and authority contained in said mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 15th day of August, 1955 at 2 o'clock P.M., attend on the premises and then and there sold the Fee Simple Property mentioned and described in the attached advertisement of sale which is prayed to be taken as a part of this report, unto Angela D. Clark, at and for the sum of Twelve Thousand Four Hundred Dollars ($12,400.00), which said price was the highest amount bid for the property.

Edward J. Brannan

Edward J. Brannan, Attorney
Named in Mortgage.

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Filed 16 Aug., 1955.

EDWARD J. BRANNAN, Solicitor
841 Equitable Building,
Baltimore, Maryland

MORTGAGE SALE
OF DESIRABLE
FEE SIMPLE PROPERTY
Known As 211 Hammonds Ferry Road, Linthicum Heights, 5th Election District of Anne Arundel County.

By virtue of and pursuant to the powar of sale contained in tha mortgaga from Daniel J. Ordnkowski and Mary A. Ordakowski, his wife, to the Leeds Federal Savings and Loan Association, dated February 4, 1952, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 817 folio 315 etc., (default having occurrad under the covenants therein contained) I, as the Attorney Named in said Mortgage, will sell at public anction, on the premises, on

MONDAY, AUGUST 15, 1955,
AT 2 P. M.

All That Fee Simple Lot of Ground situate in Linthicum Heights, Anna Arundel County, Maryland and described as follows:

BEGINNING for th asama at a point distant 305 feet Northerly from an iron pipe on tha north side of a 30 foot road proposed to be opened (being the first road north of Mapla Road) said point of beginning baing also distant easterly 25 feet from tha center of tha Hammonds Ferry (concrete) Road and running thence with the east sida of Hammonds Farry Road north 15 degrees 27 minutes 30 seconds west 60 feet to an iron pipe thence leaving said road and running north 74 degrees 32 minutes 30 seconds east 124 feet to tha easternmost outlina of lot now being described, thence south 15 degrees 27 minutes 30 seconds east 60 feet to a point 305 feet north of the aforementioned 30 foot road tenca binding on the north side of lot numbered 5 south 76 degrees 51 minutes west 124 feet to tha placa of beginning, being known as lot numbered 6, Block 58 on Plat No. 6 of Linthicum Heights said Plat to be recordad among the Land Records of Anna Arundel County. Tha improvements thereon being known as 211 Hammonds Ferry Road.

The aforesaid lot of ground is improved with a modern two (2) story frame dwelling containing 8 rooms and 2 baths, arranged for 2 complete apartments, separata entrances.

Tha property will be sold subject to conditions, restrictions and agreement of record affecting the same, if any.

TERMS OF SALE: A deposit of $500.00 will be required of tha purchaser on tha day of sale. Balance of purchase money to ba paid upon ratification of sale by the Circuit Court for Anna Arundel County and is to bear interest at the rata of six percent (6%) from tha date of sala to tho data of settlement. All cost of conveyanca, including ravenua stamps on deed, shall ba at tha expensa of the purchaser.

Taxes and all other expenses, including Anne Arundel County Sanitary Commission charge, if any, to be adjusted to the day of sale.

EDWARD J. BRANNAN,
Attorney Named in Mortgage.

E. T. NEWELL & CO., INC.,
Auctioneers.

a-11

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STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 15th day of August 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 the City of Baltimore aforesaid, personally appeared Edward J. Brannan, 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.

WITNESS my hand and Notarial Seal.

Marguerite E. Wolf
Marguerite E. Wolf, Notary Public.

//

LIBER 93 PAGE 320

ORDER NISI

Edward J. Brannan
Attorney Named in Mortgage

versus

Daniel J. Ordakowski and
Mary A. Ordakowski, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,427 Equity

Ordered, this 16 day of August, 19 55, That the sale of the Property in these Proceedings mentioned,

made and reported by Edward J. Brannan, Attorney Named in Mortgage,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of September next.

The report states that the amount of sale was $ 12,400.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 16 Aug., 1955.

(Final Order)

Edward J. Brannan
Attorney Named in Mortgage

versus

Daniel J. Ordakowski and
Mary A. Ordakowski, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 1st day of October, 19 55, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 1 Oct., 1955.

LIBER 93 PAGE 321 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. 11,427 Equity

EDWARD J. BRANNAN, Attorney Named in Mortgage
Vs.
DANIEL J. ORDAKOWSKI and MARY A. ORDAKOWSKI, his wife.

Ordered, this 16th day of August, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Edward J. Brannan, Attorney Named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26th day of September next.

The report states that the amount of sale was $12,400.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

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CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept 29, 1955

We hereby certify, that the annexed

Order Nisi - Sale -
Equity 11427
Daniel J Ordakowski

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 September, 1955. The first insertion being made the 25th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L French

M. G. - 9223

Filed: 29 Sept. 1955

In the Case of

Edward J. Brannan,
Attorney named in Mortgage
vs.
Daniel J. Ordakowski
and
Mary A. Ordakowski, his wife

In the
Circuit Court
For
Anne Arundel County
No. 11,427 Equity

To the Honorable, the Judges of said Court:

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

October 15, 1955

All of which is respectfully submitted.

Laura K. Jenkins
Auditor.

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Dr. Edward J. Brannan, Attorney named in Mortgage, vs. Daniel J. Ordakowski and Mary A. Ordakowski, his wife in ac.

To Attorney for Fee, viz:		100	00		
To Attorney for Commissions, viz:		404	68	504	68
To Attorney for Court costs, viz:					
Plaintiff's Solicitor's appearance fee		10	00		
Clerk of Court - Court costs		34	50		
Auditor - stating this account		27	00	71	50
To Attorney for Expenses, viz:					
Capital-Gazette Press - advertising sale		48	76		
Capital-Gazette Press - order nisi (sale)		8	00		
Capital-Gazette Press - order nisi (acct)		6	00		
The Sun - advertising sale		23	60		
U. S. Fidelity & Guaranty Co. - bond premium		44	00		
E. T. Newell & Co. - auctioneer's fee		100	00		
Marguerite E. Wolf - notary fees		1	50	231	86
To Attorney for Benefit Charges, viz:					
Anne Arundel County Sanitary Commission-water service to 9/30/55		27	50	27	50
To Leeds Federal Savings & Loan Association, mortgagee - in full for mortgage claim filed		10,577	34	10,577	34
To Attorney for Claims Filed, viz:					
(1) The Equitable Trust Co. - in full for judgment claim in #6618 Law, viz:					
Principal	$343.41				
Interest from 7/14/55 to 8/15/55	1.77				
Court costs	21.55				
		366	73	366	73
(2) Maryland Trust Co. - in full for judgment claim in #6695 Law, viz:					
Principal	$152.00				
Interest from 7/27/55 to 8/15/55	.48				
Court costs (Baltimore)	18.75				
Court costs (A.A.Co.)	3.75	174	98	174	98
(3) To Philip Brawner and John G. Buettner, trading as B & B Heating Service - this balance on account claim filed ($717.00)		585	14	585	14
				12,539	73

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with Edward J. Brannan, Attorney named in Mortgage Cr.

1955							
Aug.	15	Proceeds of Sale		12,400	00		
		Interest on deferred payment of $11,900 to 9/30/55		89	24	12,489	24
		Refund 1955 State and County Taxes and Anne Arundel County Sanitary Commission water and sewer benefit charges adjusted to 8/15/55		50	49	50	49
						12,539	73

ORDER NISI LIBER 93 PAGE 325

Edward J. Brannan,
Attorney named in Mortgage
VERSUS
Daniel J. Ordakowski
and
Mary A. Ordakowski, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,427 Equity.

ORDERED, This 20th day of October, 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 29th day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of November next.

George T. Cromwell, Clerk

Filed: 20 Oct. 1955

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 7th day of March, 1956, 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
Cty.

Filed MAR 7 1956

LIBER 93 PAGE 326 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,427

Auditor account

Daniel J. Ordakowski

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 29th day of November, 1955. The first insertion being made the 27th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 845

Filed MAR 6 1956

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Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,427 Equity
EDWARD J. BRANNAN, Attorney named in Mortgage
Vs.
DANIEL J. ORDAKOWSKI and MARY A. ORDAKOWSKI, his wife.

Ordered, this 20th day of October, 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 29th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 29th day of November next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

n-17

LIBER 93 PAGE 327

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
WILLIAM E. FRANTOM	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,390

* *

Mr. Clerk:

Please docket this case and file the original Mortgage, statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey

Samuel M. Ivrey, Assignee
144 - Gloucester Street
Annapolis, Md.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

1

Filed 20 June, 1955.

BOOK 642 PAGE 419 LIBER 93 PAGE 328

No. 11,390 Equity

Form No. 1—County Fee

This Mortgage, made this 1st day of ~~August~~ September,

in the year one thousand nine hundred and fifty-one, between

WILLIAM E. FRANTOM 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 WILLIAM E. FRANTOM

the sum of Four Thousand Seven Hundred and 00/100 ($4,700.00) 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-nine and 66/100 ($39.66)

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 WILLIAM E. FRANTOM

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot, piece, or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

Being Lot No. 255 as shown on a plat of Sylvan Shores which plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. 2, folio 55.

BEING the identical property which was conveyed unto the above named Mortgagor from Hazel E. Barchelder (Batchelder) by Lease dated May 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 360 at folio 235.

Filed 20 June, 1951

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) WILLIAM E. FRANTOM for heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Edward G. Chaney, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Edward G. Chaney

William E. Frantom (SEAL)

(SEAL)

(SEAL)

(SEAL)

LIBER 93 PAGE 331

State of Maryland, Anne Arundel County, to wit: BOOK 642 PAGE 422

I HEREBY CERTIFY, that on this 1st day of ~~August~~ September, in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared WILLIAM E. FRANTOM, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Edward G. Chaney
Edward G. Chaney Notary Public

My commission expires on MAY 4, 1951.

Recorded- 10th September, 1951, at 3:05 P.M.

Received for Record 20 Day of June 1951, at 1:05 P.M. and the same day recorded in Liber J.H.H. No. 642 Fol. 422 Records of Anne Arundel County

JOHN H. HOPKINS, 3rd Clerk

Pd. 1.00

INSPECTED W. T. C. H. L. B. B.

Property:

Description approved

Execution approved

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 13th. day of April, 1955.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST: BY: R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

Mortgage

FROM

WILLIAM E. FRANTOM

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lot No. 255, Sylvan Shores, 2nd. Elec. Dist., A.A. Co., Md.

Received for record Sept. 10 1951 at 3-05 o'clock P M.

Same day recorded in Liber J.H.H. No. 642 folio 419 &c. one of the Land Records of Anne Arundel County and examined per John H. Hopkins 3rd Clerk.

Cost of Record $

EDWARD G. CHANEY
ATTORNEY AT LAW,
TOWNSWORTH BUILDING
ANNAPOLIS, MD.

Pd. 5.00

LIBER 93 PAGE 332

IN THE MATTER OF	*	IN THE
THE MORTGAGE REAL ESTATE OF	*	CIRCUIT COURT
WILLIAM E. FRANTOM	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,390

* *

STATEMENT OF MORTGAGE DEBT

State of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from WILLIAM E. FRANTOM, dated September 1, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 642, folio 419, said Mortgage being in default.

BALANCE due upon principal	$4,225.95
Interest to 7/15/55	10.20
	$4,236.15

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of June 1955, before me, the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association and made oath in due from of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said Statement mentioned.

WITNESS my Hand and Notarial Seal.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Samuel M. Ivrey

Samuel M. Ivrey, Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

6

Filed 20 June, 1955.

LIBER 93 PAGE 333

Militar Affidavit under Soldiers' and Sai' 's' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
WILLIAM E. FRANTOM

IN THE
Circuit Court
OF
ANNE ARUNDEL COUNTY

EQUITY NO. 11,390

Military Affidavit

County of Anne Arundel
STATE OF MARYLAND, To WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in County and for said , personally appeared Samuel M. Ivrey, Attorney for Enterprise Federal Savings and Loan Association of Annapolis, Maryladd, and made oath in due form of law that he knows the defendant herein, and that to the best of his information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Samuel M. Ivrey, Atty.
Affiant.

Subscribed and sworn to before me
this 20 day of June 19 55

Nellie Elizabeth Sterling
Notary Public
NELLIE ELIZABETH STERLING

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

7 Filed 20 June, 1955.

G 22056

LIBER 93 PAGE 334

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 11390 Equity

B O N D

KNOW ALL M EN 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 Four Thousand Five Hundred Dollars ($4,500.00) 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 15th day of July, 1955.

WHEREAS by virtue of a power of sale contained in a mortgage from William E. Frantom to Enterprise Federal Savings & Loan Association of Annapolis, Md., bearing date on or about September 1, 1951, 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 andof no effect, other wise 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
John H. Hopkins, IV, Attorney-In-Fact

GLOBE INDEMNITY COMPANY

Approved this 15 July, 1955
George J. Cromwell, Clerk

8 Filed 15 July, 1955.

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

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

SYLVAN SHORES

ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from William E. Frantom, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated September 1, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 642, folio 419, 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

Friday, July 15, 1955

AT 11 O'CLOCK A.M.

all that lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lot No. 255, as shown on a Plat of Sylvan Shores which Plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 55.

BEING the identical property which was conveyed to the above named Mortgagor from Hazel E. Barchelder (Batchelder) by Lease dated May 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 360, folio 235.

The said property being improved by a five room and bath asbestos shingled house with a finished basement of Knotty White Pine.

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

Filed 21 July, 1955.

9

I/We hereby certify that I/We purchased the property described on the reverse side of this Hand Bill at and for the price of $ 3,500.00 and

I/We agree to abide by the terms therein.

Witness my/our hand and seal this day of July, 1955.

ENTERPRISE FEDERAL SAVINGS & LOAN ASS'N.

ATTEST:

BY: R. Gardiner Chaney (SEAL)

R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

I hereby certify that I sold property described on the reverse side of this Hand Bill to Enterprise Federal Savings & Loan Association of Annapolis, Md. 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 15th day of July 1955.

WITNESS:

(SEAL)

Auctioneer

Filed 21 July, 1955.

LIBER 93 PAGE 337

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
WILLIAM E. FRANTOM	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,390

* *

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 Friday, July 15, 1955 at 11 o'clock A. M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL that lot, piece or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lot No. 255, as shown on a Plat of Sylvan Shores which Plat is recorded among the Land Records of Anne Arundel County in Plat Book F.S.R. No. 2, folio 55.

BEING the identical property which was conveyed to the above named Mortgagor (William E. Frantom) from Hazel E. Barchelder (Batchelder) by lease dated May 17, 1946 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 360, folio 235.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

11

Filed 21 July, 1955.

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

LAW OFFICES
...UEL M. IVREY
ANNAPOLIS, MD

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of July, in the year Nineteen Hundred Fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true, as therein set forth and that the same was fairly made.

AS WITNESS my Hand and Notarial Seal.

Elinore G. Girault, Notary Public

My Commission Expires:
May 6, 1957

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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LIBER 93 PAGE 340

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
William E. Frantom

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,390 Equity

Ordered, this 21 day of July, 19 55, 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 26 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 26 day of August next.

The report states that the amount of sale ~~XXXXX~~ was $ 3,500.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 21 July, 1955

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
William E. Frantom

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 1st day of September, 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 Richardson
Judge.

14

Filed 1 Sept., 1955.

LIBER 93 PAGE 341

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 29, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq 11,390

William E. Frantom

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 24th day of August, 1955. The first insertion being made the 25th day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E. C. 8165

Filed: 29 Aug 1955

Legal Notices

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,390 Equity

In The Matter Of The MORTGAGED REAL ESTATE OF WILLIAM E. FRANTOM

Ordered, this 21st day of July, 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 26th 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 20th day of August next.

The report states that the amount of sale was $3,500.00.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:
GEORGE T. CROMWELL, Clerk.

a-15

In the Case of

In the Matter of the
Mortgaged Real Estate
vs
of
William E. Frantom

In the

Circuit Court

For

Anne Arundel County

No. 11,390 Equity

To the Honorable, the Judges of said Court:

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

September 23, 1955

All of which is respectfully submitted.

Laura K. Dobkins
Auditor.

Filed 27 Sept., 1955

Dr. In the Matter of the Mortgaged Real Estate of William E. Frantom			in ac.	
To Assignee for Commissions, viz:	135	00		
To Assignee for Fee, viz:	35	00	170	00
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor- stating this account	9	00	47	00
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	06		
Globe Indemnity Co. - bond premium	18	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Elinore G. Girault - notary fee		50	106	41
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Md., mortgagee - this balance on account mortgage claim	3,201	07	3,201	07
			3,524	48
Amount of mortgage claim filed	4,236	15		
Cr. Amount allowed above	3,201	07		
Balance subject to decree in personam	1,035	08		

with Samuel M. Ivrey, Assignee

			Dr.	Cr.
1955				
July	15	Proceeds of Sale	3,500 00	3,500 00
		Refund 1955 State and County taxes - ($53.46 - adjusted to day of sale)	24 48	24 48
				3,524 48

LIBER 93 PAGE 345

ORDER NISI

In the Matter of the Mortgaged Real Estate of

William E. Frantom

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,390 Equity.

ORDERED, This 27 day of September 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 2 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of November next.

Filed 27 Sept., 1955.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of November, 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 17 Nov. 1955.

LIBER 93 PAGE 346

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,300 EQUITY

Order Nisi

In the Matter of the Mortgaged Real Estate of WILLIAM E. FRANTOM.

Ordered, this 27th day of September, 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 2nd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of November next.

GEORGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

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OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1955

We hereby certify, that the annexed

Order Nisi
Auditor account
Eq. 11,390
William E. Frantom

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 2nd day of November, 1955. The first insertion being made the 30th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 492

Filed 15 Nov., 1955.

20

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE W. KURKENDALL	*	FOR
AND MABEL L. KURKENDALL, HIS WIFE,	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,391

* *

MR. CLERK:

Please docket this case and file the Original Mortgage, Statement of Mortgage debt, and Military Affidavit.

Samuel M. Ivrey

Samuel M. Ivrey; Attorney named in the Mortgage

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

Filed 20 June, 1953.

No. 11,391 Equity

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 29th. day of December ,

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

George W. Kurkendall and Mabel L. Kurkendall, 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 George W. Kurkendall and Mabel L. Kurkendall, his wife,

the sum of Four thousand three hundred fifty and 00/100 ($4,350.00)--------- 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 5½% per annum, in the manner following:

By the payment of Thirty-five and 55/100 ($35.55)---------- 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 at any time, except that six months interest may be charged on prepayments in any one year which exceed twenty per cent of the original amount of the loan.

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 George W. Kurkendall and Mabel L. Kurkendall, his wife,

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all that lot , piece , or parcel of ground situate, lying and being in the Third election district of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 73 on the Plat of Belvedere Beach which plat is recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod A-3, Plat No. 7 (formerly recorded in Plat Book FSR No. 3, folio 78) now Plat Book 9, folio 21.

BEING the same propertyconveyed to GMC REALTY, a co-partnership composed of Arthur Goldstein, Morton J. Macks, and Jerome S. Cardin, co-partners t/a GMC REALTY, from J. Henry Ditto, Attorney, by deed dated February 20, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 817, folio 507.

Filed 20 June, 1955.

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LIBER 93 PAGE 349

AND BEING the same property which was conveyed by GMC REALTY, a co-partnership composed of Arthur Goldstein, Morton J. Macks and Jerome S. Cardin, co-partners t/a GMC REALTY to THE GMC REALTY COMPANY, a body corporate by deed dated December 29, 1954 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

AND BEING the same property conveyed to the within named mortgagors, George W. Kurkendall and Mabel L. Kurkendall, his wife, from GMC Realty Company, a body corporate ... by deed dated 12/29/54 & recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

LIBER 892 PAGE 511

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, however, to restrictions of record.

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

And the said mortgagor(s) George W. Kurkendall and Mabel L. Kurkendall, his wife, for themselves and their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis; Md., as follows:

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

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

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

IV. To pay all taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 5½ % 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 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:

Lucille E. Lutz, as to both

George W. Kurkendall (SEAL)
George W. Kurkendall

Mabel L. Kurkendall (SEAL)
Mabel L. Kurkendall

(SEAL)

(SEAL)

LIBER 93 PAGE 351

State of Maryland, Anne Arundel County, to wit:

LIBER 892 PAGE 513

I HEREBY CERTIFY, that on this 29th day of December in the year one thousand nine hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared George W. Kurkendall and Mabel L. Kurkendall, 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.

Lucille E. Lutz, Notary Public.

My commission expires on

May 2, 1955

Recorded: Dec. 31, 1954 at 2 P.M.

Assmt. 20 day
Received [illegible] 1.05 P M
of June [illegible]
and the same day recorded in Liber
J.H.H. No. 892 Fol. 513,
Records of Anne Arundel County
JOHN H. HOPKINS, 3rd Clerk
fd. 1.00

FILE IN EQUITY CASE # (3) FE
File in Equity
Mortgage
Nov 11, 1991

FROM

George W. Kurkendall and

Mabel L. Kurkendall, wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lot No. 73, Belvedere Beach, Third Elec. Dist. Anne Arundel County State of Maryland

Received for record 31 Dec 1954 at 2 o'clock P M.

Same day recorded in Liber [illegible] No. 892 folio 510 &c. one of the Land Records of Anne Arundel County and examined per [illegible] Clerk.

Cost of Record $ 5.25

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

Property:

Description approved

Execution approved

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Attorney named in the Mortgage, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 13th. day of April, 1955.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: R. Gardiner Chaney, President

Attest:

Samuel M. Ivrey, Secretary

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF GEORGE W. KURKENDALL	*	FOR
AND MABEL L. KURKENDALL, HIS WIFE	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,391

* *

STATEMENT OF MORTGAGE DEBT

State of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from GEORGE W. KURKENDALL and MABEL L. KURKENDALL, his wife, dated the 29th day of December, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 892, folio 306; said Mortgage being in default.

Balance due upon principal	$4,420.20
Interest to 7/14/55	9.52
	$4,429.72

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of June, 1955, 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

Samuel M. Ivrey; Notary Public

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

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Filed 20 June, 1955.

LIBER 93 PAGE 353 Milita · Affidavit under Soldiers' and Sai' ·s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE W. KURKENDALL ~~et al~~ AND MABEL L. KURKENDALL, HIS WIFE

IN THE

Circuit Court

OF

ANNE ARUNDEL COUNTY
~~BALTIMORE CITY~~

EQUITY NO. 11,391
~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared Samuel M. Ivrey, Attorney for the Enterprise Federal Savings and Loan Association of Annapolis, Maryland and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Samuel M. Ivrey, atty.
Affiant.

Subscribed and sworn to before me this 20 day of June 19 55

Nellie Elizabeth Sterling
Notary Public
NELLIE ELIZABETH STERLING

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Filed 20 June, 1955.

LIBER 93 PAGE 354

No. 11,391 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: 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 FORTY-FIVE HUNDRED DOLLARS ($4,500.00) 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 July, 1955.

WHEREAS by virtue of a power of sale contained in a mortgage from George W. Kurkendall and Mabel L. Kurkendall, his wife, to Enterprise Federal Savings & Loan Association of Annapolis, Md. bearing date on or about December 29th, 1954, 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
Principal

GLOBE INDEMNITY COMPANY, a body corporate

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

Approved this 14 July, 1955.
George T. Cromwell, Clerk

Filed 14 July, 1955

LIBER 93 PAGE 355

GEORGE W. SCIBI. Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

BELVEDERE BEACH, ANNE ARUNDEL COUNTY,
STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from George W. Kurkendall and Mabel L. Kurkendall, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 29th day of December, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 892, folio 510, the undersigned, as Attorney named in the Mortgage to foreclose in event of default, default having occurred, will offer for sale at public auction at the Court House door, Annapolis, Maryland, on

Thursday, July 14, 1955

AT 11 O'CLOCK, A. M.

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

BEING known and designated as Lot No. 73 on the Plat of Belvedere Beach which plat is recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod A-3, Plat No. 7 (formerly recorded in Plat Book FSR No 3, folio 78) and Plat Book 9, folio 21.

BEING the same property conveyed to George W. Kurkendall and Mabel L. Kurkendall, his wife, from GMC Realty Company, a body corporate, by deed dated December 29, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 892, Folio 508.

The said property being improved by a Shingle and Frame house consisting of five (5) rooms.

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 the Mortgage
144 Gloucester Street,
Annapolis, Maryland

Filed 21 July, 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 $ 4,100.00 and I/We agree to abide by the terms therein.

Witness ~~my/our~~ the name of Enterprise Federal Savings & Loan Association, a body corporate by the signature of its President, attested by the signature of its Secretary and the corporate Seal affixed hereto.

ATTEST: ENTERPRISE FEDERAL SAVINGS & LOAN ASS'N.

Samuel M. Ivrey, Secretary By: R. Gardiner Chaney (SEAL)
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 of Annapolis, Md. at and for the price of $ 4,100.00 he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 14th day of July 1955.

WITNESS:

Samuel M. Ivrey (SEAL)
Auctioneer

Filed 21 July, 1955.

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
GEORGE W. KURKENDALL and	*	FOR
MABEL L. KURKENDALL, his wife	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,391

* *

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 Thursday, July 14, 1955 at 11 o'clock A.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL that lot, piece or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING known and designated as Lot No. 73 on the Plat of Belvedere Beach which Plat is recorded among the Land Records of Anne Arundel County in Cabinet 1, Rod A-3, Plat No. 7 (formerly recorded in Plat Book FSR No. 3, folio 78) now Plat Book 9, folio 21.

BEING the same property conveyed to George W. Kurkendall and Mabel L. Kurkendall, his wife, from GHC Realty Company, a body corporate, by Deed Dated December 29, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 892, folio 508.

Filed 21 July, 1955.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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Said property being sold to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, at and for the sum of $4,100.00, 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

Samuel M. Ivrey, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 21st day of July, in the year Nineteen Hundred Fifty-five, 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 facts stated in the foregoing report of sale are true, as therein set forth and that the same was fairly made.

AS WITNESS my Hand and Notarial Seal.

Elinore G. Girault

Notary Public

Elinore G. Girault

My Commission Expires:

May 6, 1957.

ORDER NISI

LIBER 93 PAGE 359

In The Matter Of The
Mortgaged Real Estate Of

~~XXXXXX~~

George W. Kurkendall and
Mabel L. Kurkendall, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,391 Equity

Ordered, this 21 day of July, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by Samuel M. Ivrey, Attorney named in the Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 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 26 day of August next.

The report states that the amount of sales ~~XXXXXX~~ was $4,100.00.

George T. Cromwell, Clerk.

True Copy.

TEST: ..... Clerk.

(Final Order)

Filed 21 July, 1955.

In The Matter Of The
Mortgaged Real Estate Of

~~XXXXXX~~

George W. Kurkendall and
Mabel L. Kurkendall, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

..... Term, 19 .

ORDERED BY THE COURT, This 1st day of September, 1955, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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Filed 1 Sept., 1955.

LIBER 93 PAGE 360

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. 11,391 Equity

In The Matter Of The Mortgaged Real Estate Of GEORGE W. KURKENDALL And MABEL L. KURKENDALL, His Wife.

Ordered, this 21st day of July, 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 20th 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 20th day of August next.

The report states that the amount of sales was $4,100.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

a-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 20, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,391

George W. Kurkendall

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 20th day of August, 1955. The first insertion being made the 25th day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By A. Talghman

No. E.(C) 8164

15

Filed 29 Aug., 1955.

LIBER 93 PAGE 361

In the Case of

In the Matter of the
Mortgaged Real Estate
of
George W. Kurkendall
and
Mabel L. Kurkendall, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,391 Equity

To the Honorable, the Judges of said Court:

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

September 22, 1955

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Filed 27 Sept., 1955.

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Dr. In the Matter of the Mortgaged Real Estate of George W. Kurkendall and Mabel L. Kurkendall, his wife

			in ac.	
To Attorney for Commissions, viz:	153	00		
To Attorney for Fee, viz:	35	00	188	00
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	9	00	47	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	69		
Globe Indemnity Co. - bond premium	18	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Elinore G. Girault - notary fee		50	109	38
To Attorney for Taxes, viz:				
1955 State and County taxes ($49.61 - adjusted to day of sale, plus interest)	28	44	28	44
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Md., - this balance on account mortgage claim	3,727	18	3,727	18
			4,100	00
Amount of mortgage claim filed	4,429	72		
Cr. Amount allowed above	3,727	18		
Balance subject to decree in personam	702	54		

with Samuel M. Ivrey, Attorney named in Mortgage Cr.

1955				
July	14	Proceeds of Sale	4,100 00	4,100 00
				4,100 00

LIBER 93 PAGE 364

ORDER NISI

In the Matter of the

Mortgaged Real Estate

of ~~XXXXX~~

George W. Kurkendall

and

Mabel L. Kurkendall, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,391 Equity.

ORDERED, This 27 day of September, 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 2 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of November next.

Filed 27 Sept., 1955. George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of November, 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 ~~Grantee~~ Grantor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge

Filed 17 Nov., 1955.

LIBER 93 PAGE 365

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,301 EQUITY

Order Nisi

In the Matter of the Mortgaged Real Estate of GEORGE W. KURKENDALL and MABEL L. KURKENDALL, his wife.

Ordered, this 27th day of September, 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 2nd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of November next.

GEORGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

o-14

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1955

We hereby certify, that the annexed

Order Nisi.

Auditor Account

Eq. 11,391

George W. Kurkendall

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 2nd day of November, 1955. The first insertion being made the 30th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 491

By H. Tilghman

Filed: 15 Nov., 1955.

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LIBER 93 PAGE 366

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF EDWARD A. RADTKE	*	FOR
AND MAMIE E. GRAY, JOINT TENANTS	*	ANNE ARUNDEL COUNTY
	*	NO. 11,392 EQUITY

* *

MR. CLERK:

Please docket this case and file the original Mortgage, Statement of Mortgage Debt and Military Affidavit.

Samuel M. Ivrey, Assignee
144 - Gloucester Street
Annapolis, Maryland

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

Filed 20 June, 1955.

LIBER 93 PAGE 367

BOOK 640 PAGE 442

No. 11,392 County

Form No. 1—County Fee

PURCHASE MONEY

This Mortgage, made this 13th day of July ,

in the year one thousand nine hundred and fifty-one , between

EDWARD A. RADTKE and MARIE E. GRAY, joint tenants 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 EDWARD A. RADTKE and MARIE E. GRAY, joint tenants the sum of Five Thousand Five Hundred and 00/100 ($5,500.00) 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 Forty-six and 41/100 ($46.41) 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 EDWARD A. RADTKE and MARIE E. GRAY, joint tenants do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lot s , piece s , or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

Being Lots Numbered 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50 & 52 in Block Sixteen (16), as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932 P. R. Ruppert, Engineer, Section "A" recorded among the Plat Records of Anne Arundel County Cabinet No. 1, Rod A-1, Plat No. 5.

BEING the identical property which was conveyed unto the above named Mortgagors from Frederick William Waddington and Mary Ellen Waddington, his wife, by deed of even date herewith and intended to

Filed 20 June, 1951

be recorded among the Land Records of Anne Arundel County immediately prior hereto.

This mortgage is made under and subject to the provisions of Article 66 of the Public General Laws of Maryland, and any supplement amendment, or addition thereto.

It is hereby agreed that this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

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

To have and to hold the said lot(s) of ground and premises unto the said body corporate, party hereto of the second part, its successors and assigns, in fee simple, forever.

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) EDWARD A. RADTKE and MAMIE E. GRAY, joint tenants for themselves, their heirs, personal representatives or assigns, covenant(s) with the said Enterprise Federal Savings and Loan Association of Annapolis, Md., as follows:

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

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

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

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

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Edward G. Chaney, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws. or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Edward G. Chaney

Edward A. Radtke (SEAL)

Mamie E. Gray (SEAL)

(SEAL)

(SEAL)

LIBER 93 PAGE 370

BOOK 640 PAGE 447

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 13th day of July

in the year one thousand nine hundred and fifty-one, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

EDWARD A. RADTKE and MAMIE E. GRAY, joint tenants, the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney, President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Edward G. Chaney Notary Public.

EDWARD G. CHANEY NOTARY PUBLIC ANNE ARUNDEL COUNTY

My commission expires on MAY 4, 1953.

INSPECTED W. T. C. H. L. B. D.

Recorded- 30th August, 1951, at 10 A.M.

Received for Record 20 Day of Aug 1951, at 1.01 P.M. and the same day recorded in Liber J.H.H. No. 640 Fol. 447 Records of Anne Arundel County

JOHN H. HOPKINS, 3rd Clerk

Fee $1.00

Mortgage

No. 11,362

FROM

EDWARD A. RADTKE and

MAMIE E. GRAY, joint tenants

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property Lots 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50 & 52, Block 16, Sect. "A"

Received for record Aug 30 19 51 at 10 o'clock A M.

Same day recorded in Liber J.H.H. No. 640 folio 447 &c. one of the Land Records of Anne Arundel County and examined per Clerk.

Cost of Record $

ATTORNEY AT LAW ANNAPOLIS, MD.

Property:

Description approved

Execution approved

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 the corporate seal and the signature of R. Gardiner Chaney its president, this 25th day of May, 1955.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY R. Gardiner Chaney, President

ATTEST: Samuel M. Ivrey, Secretary.

LIBER 93 PAGE 371

IN THE MATTER OF THE MORTGAGED * IN THE CIRCUIT COURT
REAL ESTATE OF EDWARD A. RADTKE * FOR
AND MAMIE E. GRAY, JOINT TENANTS * ANNE ARUNDEL COUNTY
* NO. 11,392 EQUITY

* *

STATEMENT OF MORTGAGE DEBT

State of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from EDWARD A. RADTKE and MAMIE E. GRAY, Joint Tenants, dated the 13th day of July, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 640, folio 444, said Mortgage being in default.

Balance due upon principal	$4,913.32
Interest to 7/18/55	14.22
	$4,927.54

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 17th day of June, 1955, before me, the subscriber, a Notary Public of the State of Maryland, aforesaid, personally appeared R. Gardiner Chaney, President of the Enterprise Federal Savings and Loan Association, and made oath in due form of law that the foregoing is a true statement of the amount remaining due on its Mortgage claim described herein, and that it has not received any security or any satisfaction therefor other than the Deed of Mortgage in said statement mentioned.

WITNESS my Hand and Notarial Seal.

Samuel M. Ivrey
Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD

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Filed 20 June, 1955

LIBER 93 PAGE 372 Militar Affidavit under Soldiers' and Sailors' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE MORTGAGED

REAL ESTATE OF EDWARD A. RADTKE

~~XXX~~

AND MAMIE E. GRAY, JOINT TENANTS

IN THE

Circuit Court

OF

ANNE ARUNDEL COUNTY

~~BALTIMORE CITY~~

EQUITY NO. 11,392

~~Docket~~ ..... ~~Folio~~ .....

Military Affidavit

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ Anne Arundel County, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said ~~City~~ County, personally appeared Samuel M. Ivrey, Attorney for the Enterprise Federal Savings and Loan Association of Annapolis, Maryland and made oath in due form of law that he (she) knows the defendant herein, and that to the best of his (her) information, knowledge and belief

(1) said defendant is not in the military service of the United States,

(2) said defendant is not in the military service of any nation allied with the United States,

(3) said defendant has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Samuel M. Ivrey, Atty.

Affiant.

Subscribed and sworn to before me

this 20 day of June 19 55

Nellie Elizabeth Sterling

Notary Public

NELLIE ELIZABETH STERLING

NOTARY PUBLIC BROOKEL COUNTY

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Filed 20 June, 1955.

LIBER 93 PAGE 373

No. 11,392 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: 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 Five Thousand Five Hundred Dollars ($5,500.00) 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 18th day of July, 1955

WHEREAS by virtue of a power of sale contained in a mortgage from Edward A. Radtke, et al, to Enterprise Federal Savings & Loan Association of Annapolis, Maryland bearing date on or about July 13, 1951, 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, as to all

Samuel M. Ivrey SEAL
Principal

GLOBE INDEMNITY COMPANY, a body corporate,
By John H. Hopkins, IV, Attorney-in-fact,
Surety

approved this 18 July, 1955
George J. Cromwell, Clerk

Filed 18 July, 1955.

GEORGE W. SCIBI - Auctioneer

ASSIGNEE'S SALE

OF VALUABLE

Improved Real Estate

AVALON SHORES, ANNE ARUNDEL COUNTY, STATE OF MARYLAND

Under and by virtue of the power of sale contained in the Mortgage from Edward A. Radtke and Mamie E. Gray, Joint Tenants, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated, dated the 13th day of July, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 640, folio 444, 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

Monday, July 18, 1955

AT 11 O'CLOCK, A. M.

all those lots, pieces or parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING Lots Numbered 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50 & 52 in Block Sixteen (16), as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932 P. R. Ruppert, Engineer, Section "A" recorded among the Plat Records of Anne Arundel County Cabinet No. 1, Rod A-1, Plat No. 5.

BEING the identical property which was conveyed to Edward A. Radtke and Mamie E. Gray, Joint Tenants, from Frederick William Waddington and Mary Ellen Waddington, his wife, by deed dated July 13th, 1951, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 640, Folio 441.

The said property being improved by an asbestos shingle house with five (5) rooms and a 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 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,
Assignee
144 Gloucester Street,
Annapolis, Maryland

9 Filed 19 July, 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 $ 5,425.00 and I/We agree to abide by the terms therein.

Witness my/our Hands and Seals this 18th day of July 1955.

WITNESS:

Samuel M. Ivree ✓ Abe Ostrusky (SEAL)

I/~~We~~ hereby certify that I/~~We~~ sold property described on the reverse side of this Hand Bill to ABE OSTRUSKY at and for the price of $ 5,425.00 he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 18th day of July 1955.

WITNESS:

Samuel M. Ivree [signature] (SEAL)

Auctioneer

Filed 19 July, 1955

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
EDWARD A. RADTKE and	*	FOR
MAMIE E. GRAY	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,392

* *

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 Monday, July 18, 1955 at 11 o'clock A.M. , the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

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

BEING Lots Numbered 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50 & 52 in Block Sixteen (16), as shown on a certain map entitled "Avalon Shores, Anne Arundel County, Maryland, April 30, 1932 P. R. Ruppert, Engineer, Section "A" recorded among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod A-1, Plat No. 5.

LAW OFFICES
MUEL M. IVREY
NNAPOLIS. MD.

Filed 19 July, 1955.

BEING the identical property which was conveyed to Edward A. Radtke and Mamie E. Gray, Joint Tenants, from Frederick William Waddington and Mary Ellen Waddington, his wife, by Deed dated July 13, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 640, folio 441.

SAID property being sold to Abe Ostrusky at and for the sum of $5,425.00, 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 is respectfully submitted.

AND as in duty bound, etc.

Samuel M. Ivrey

Samuel M. Ivrey, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19 day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Assignee, and made oath in due form of law that the matters and facts stated in the foregoing report of sale are true, as therein set forth and that the same was fairly made.

AS WITNESS my Hand and Notarial Seal.

Elmore G. Girault

Notary Public

My Commission Expires:

May 6. 1957.

LIBER 93 PAGE 378

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~Trustee~~
EDWARD A. RADTKE and
MAMIE E. GRAY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,392 Equity

Ordered, this 19 day of July, 19 55, 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 23 day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of August next.

The report states that the amount of sale ~~was~~ is $ 5,425.00.

George T. Cromwell, Clerk.

True Copy.

TEST: ..... Clerk.

Filed 19 July, 1955.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~Trustee~~
EDWARD A. RADTKE and
MAMIE E. GRAY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
..... Term, 19

ORDERED BY THE COURT, This 31st day of August, 19 55, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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Filed 31 Aug., 1955.

LIBER 93 PAGE 379

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., *August 22*, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,392

Edward A. Radtke

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for *4* successive weeks before the *23rd* day of *August*, 1955. The first insertion being made the *22nd* day of *July*, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By *H. Tilghman*

Filed 30 Aug., 1955.

No. E. C: *7503*

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,392 EQUITY
IN THE MATTER OF THE MORTGAGED REAL ESTATE OF EDWARD A. RADTKE and MAMIE E. GRAY.

Ordered, this 19th day of July, 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 23rd day of August next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of August next.

The report states that the amount of sale was $5,425.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

A-12

In the Case of

In the Matter of the
Mortgaged Real Estate
of ~~Xxx~~
Edward A. Radtke
and
Mamie E. Gray, joint tenants

In the

Circuit Court

For

Anne Arundel County

No. 11,392 Equity

To the Honorable, the Judges of said Court:

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

September 23, 1955

All of which is respectfully submitted.

Laura K. Jaklevic
Auditor.

Filed 27 Sept., 1955.

Dr. In the Matter of the Mortgaged Real Estate of Edward A. Radtke and Mamie E. Gray, joint tenants — in ac.

To Assignee for Commissions, viz:	193	99		
To Assignee for Fee, viz:	35	00	228	99
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	69		
Globe Indemnity Co. - bond premium	22	00		
George W. Scible - auctioneer's fee	30	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Elinore G. Girault - notary fee		50	120	76
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Md., mortgagee - in full for mortgage claim filed	4,927	54	4,927	54
To Edward A. Radtke and Mamie E. Gray, joint tenants, mortgagors - this balance	172	29	172	29
			5,501	08

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with Samuel M. Ivrey, Assignee

				Cr.	
1955					
July	18	Proceeds of Sale	5,425 00		
		Interest on deferred payment from 7/18/55 to 9/7/55	41 22	5,466	22
		Refund 1955 State and County taxes ($76.83 - adjusted to day of sale)	34 86	34	86
				5,501	08

'8'

ORDER NISI LIBER 93 PAGE 383

In the Matter of the
Mortgaged Real Estate
of ~~XXXXXX~~
Edward A. Radtke
and
Mamie E. Gray, joint tenants

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,392 Equity.

ORDERED, This 27 day of September, 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 2 day of November next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2 day of November next.

Filed 27 Sept. 1955 George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of November, 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 ~~Grantee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed 17 Nov., 1955.

LIBER 93 PAGE 384

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,392 EQUITY

Order Nisi

In the Matter of the Mortgaged Real Estate of EDWARD A. RADTKE and MAMIE E. GRAY, joint tenants.

Ordered, this 27th day of September, 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 2nd day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of November next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

o-14

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 28, 1955

We hereby certify, that the annexed Order Nisi - Auditor Account Eq. 11,392 Edward A. Radtke

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 2nd day of November, 1955. The first insertion being made the 30th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 490

By H. Tilghman

Filed 15 Nov. 1955.

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LIBER 93 PAGE 385

NO. 11,363 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

JOHN HEVENER
Gambrills,
Anne Arundel County, Md.

vs.

SARAH E. GILL
CLARENCE T. WHITE
1119 West 42nd Street
Baltimore 11, Md.

And all persons having or claiming to have any interest in the property known as lots 36 and 37 Section "C" Glen Burnie Heights in the Third Election District of Anne Arundel County, Maryland

* * *

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

To the Honorable, the Judges of said Court:

Your Orator, complaining says:

First: That on or about the 13th day of October, 1953, the certificate of Tax Sale attached hereto and marked "Complainant's Exhibit No. 1", was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County, to John Hevener which certificate is prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificate is as follows:

Certificate No. 2216

All those lots designated as lots 36 and 37 Section "C" on the plat of Glen Burnie Heights in the Third Election District of Anne Arundel County, Maryland. BEING the same property which was conveyed to Sarah E. Gill and Clarence T. White, her son, by The Workmans Co-Operative Realty Company by deed dated August 27, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 62 folio 134, and therein described as

Filed 25 May, 1955

having a frontage of 40 feet on Roosevelt Street and extending in that width in depth 120 feet with additional 6 feet for automobile driveway, and assessed on the date of the Collector's Sale to Sarah E. Gill and Clarence T. White, whose last known address was 1119 West 42nd Street, Baltimore 11, Maryland. The amount due on the day of sale was $25.00.

THIRD: The said property has not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FOURTH: The Complainant prays for process directed to the above named respondents, whose last known address is set out with their names after the description of the property.

FIFTH: The Complainant prays for an order of publication directed to all parties in interest in the property.

SIXTH: To redeem the property, it is necessary for the respondents to pay the sum as set out after the description of the property, with interest from October 13, 1953, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Section 90 and 91 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

SEVENTH: The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the property described therein.

AND as in duty bound, etc.,

John Hevener

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on the 24th day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared John Hevener the Complainant herein, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are

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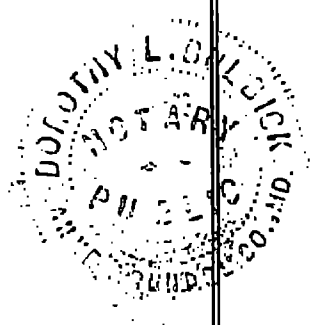
true to the best of his knowledge and belief.

Witness my hand and seal Notarial,

Dorothy L. Bulbrick

Dorothy L. Bulbrick Notary Public



LIBER 93 PAGE 388 Cleaffer 4/6/55

2216 **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 13th 1953, I sold to John Hevener Gambrills Md at public auction for the sum of 25 Dollars and 00 Cents, of which 21.26 Dollars has been paid as a deposit on the property in 3 District described as Lots 36-37 Sec C 40X 126 as shown on the plat of Glen Burnie Hgts, A.A. Co.

and assessed to C. T. White & Sara E. Gill

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 14th 1954, 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 13th day of Oct 1953

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, 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. 1 with Bill of Complaint

Filed 25 May, 1955.

4

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

No. 11,363 EQUITY, IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

JOHN HEVENER vs. SARAH E. GILL and CLARENCE T. WHITE, and all persons having or claiming to have any interest in the property hereinafter described.

- - - - - - - -

ORDER OF PUBLICATION

The object of this proceeding us to secure the foreclosure of all rights of redemption in the following property sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

All those two lots of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, being designated as lots 36 and 37 Section "C" on the plat of Glen Burnie Heights. Being the same property which was conveyed to Sarah E. Gill and Clarence T. White, her son, by The Workman's Co-Operative Realty Company by deed dated August 27, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W.No. 62 folio 134, and therein described as having a frontage of 40 feet on Roosevelt Street and extending in that width in depth 120 feet with additional 6 feet for automobile driveway.

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

It is thereupon, this 25 day of May, 1955, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 3 day of August, 1955, and redeem the property and answer the bill, or thereafter a finall decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

TRUE COPY TEST:

John H. Hopkins, 3rd, Clerk

Clerk Filed 25 May, 1955.

5

MARVIN I. ANDERSON, Solicitor
20-U West Street, Annapolis, Md.

No. 11,363 Equity

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

JOHN HEVENER

Vs.

SARAH E. GILL and CLARENCE T. WHITE, and all persons having or claiming to have any interest in the property hereinafter described.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

All those two lots of ground situate, lying and being in the Third Election District of Anne Arundel County, Maryland, being designated as lots 36 and 37 Section "C" on the plat of Glen Burnie Heights. Being the same property which was conveyed to Sarah E. Gill and Clarence T. White, her son, by The Workman's Co-Operative Realty Company by deed dated August 27, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 62 folio 134, and therein described as having a frontage of 40 feet on Roosevelt Street and extending in that width in depth 120 feet with additional 6 feet for automobile driveway.

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

It is thereupon, this 25th day of May, 1955, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 3rd day of August, 1955, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the complainant a title free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy: TEST:-

JOHN H. HOPKINS, 3rd, Clerk.

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LIBER 93 PAGE 390 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 20, 1955

We hereby certify, that the annexed

Order Publication

No. 11,363 Property

Sarah E. Gill

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of August, 1955. The first insertion being made the 2nd day of June, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

b No. 8117

Filed: 29 Aug 1955

LIBER 93 PAGE 391

JOHN HEVENER	:	NO. 11,363 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
SARAH E. GILL CLARENCE T. WHITE	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of John Hevener, by Marvin I. Anderson, his Attorney, respectfully shows:

1. That two "Non Est" have been returned against the Defendants, Sarah E. Gill and Clarence T. White, in the above entitled case.

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

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

Marvin I. Anderson
Solicitor for Petitioner

Filed 23 Sept., 1955.

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland, and that the Defendants above mentioned were returned twice "Non Est", but failed to appear or answer as required by the Order of Publication although the time for

Filed 26 Sept., 1955.

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so doing has expired.

It is, thereupon, this 7th day of September, 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 each of said Defendants.

Benjamin Michaelson
JUDGE

JOHN HEVENER	:	NO. 11,363 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
SARAH E. GILL CLARENCE T. WHITE	:	FOR
	:	ANNE ARUNDEL COUNTY

DECREE

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

It is, thereupon, this 2nd day of November, 1955, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all the rights of redemption of the Defendants, Sarah E. Gill and Clarence T. White, or of anyone claiming by, from or under them; and all persons having or claiming to have any interest in and to the property known as Lots Nos. 36 and 37, Section "C", Glen Burnie Heights in the Third Election District of Anne Arundel County, Maryland, described in the Bill of Complaint and Certificate of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes, be and the same are hereby barred and foreclosed.

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

Filed 2 Nov., 1955.

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 the said property to the Plaintiff, John Hevener.

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

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

Benjamin Michaelson
JUDGE

ANTHONY LITTERI, and CLARA LITTERI, his wife	:	IN THE
vs	:	CIRUIT COURT
	:	FOR
MARIA T. BELMAN, sometimes known as MARIA T. BEEMAN 229 3rd Street, N.W. Washington, D. C., and all persons having or claiming to have any interest in property known as Lots 46 and 47, Block S, Selby-on-the-Bay, Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 11,425 EQUITY

BILL OF COMPLAINT TO

FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Anthony Litteri and Clara Litteri, his wife, by William W. Townshend, Jr. and William E. Kirk, their Attorneys, respectfully show:

1. That on July 8, 1955, the Certificate of Tax Sale attached hereto, pertaining to Lots 46 and 47, Block S, Selby-on-the-Bay, and marked "Complainants' Exhibit No. 1" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainants, which Certificate is prayed to be taken as part hereof.

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

> Certificate No. 1146 - Lots of ground in the First Election District of Anne Arundel County, described as Lots 46 and 47, Block S, situated at Selby-on-the-Bay,

which lots, at the time of the tax sale, were assessed to Maria T. Belman, and were conveyed to Maria T. Beeman, sometimes known as Maria T. Belman, in fee simple, by deed dated December 11, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147, Folio 178; and that the amount due to the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 10, 1938, was Twenty-five Dollars and One Cent ($25.01).

Filed 18 July, 1955.

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

Mrs. Maria T. Belman (Beeman)
229 3rd St., N.W.
Wash., D. C.
Selby on Bay
Lots #46 - 47 Blk. S.

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

4. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, the title to said Lots 46 and 47 was vested in the name of Maria T. Beeman, sometimes known as Maria T. Belman, at the time of the tax sale, and that the Board of County Commissioners for Anne Arundel County purchased said lots at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 4272.

5. That the County Commissioners of Anne Arundel County conveyed said Lots 46 and 47, Selby-on-the-Bay, to Otis L. Williams, Jr., by deed dated July 25, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 311, Folio 495, who, with his wife, Elizabeth M. Williams conveyed their interest to Charles M. Trammell by deed dated June 10, 1946, and recorded in Liber J.H.H. 420, Folio 87. That your Complainants obtained their right, title, and interest after Charles M. Trammell, joined by Iris M. Trammell, his wife, and Charles M. Trammell, Jr., and Patricia Dent Trammell, his wife, conveyed their interest to Maurice S. Rubenstein, unmarried, by deed dated September 18, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 647, Folio 405; who, in turn, conveyed his interest to your Complainants by deed dated September 16, 1952 and recorded in Liber J.H.H. 796, Folio 156, and the Certificate of Tax Sale was issued to your Complainants on July 8, 1955, as aforesaid for said lots.

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

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

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

Maria T. Belman, Certificate No. 1146 - $25.01

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

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

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Respondents herein, in and to the aforesaid Lots 46 and 47, Block S, Selby-on-the-Bay.

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

date of sale, and public easements to which the properties are subject.

(c) That an Order of Publication be passed giving notice to the Respondents and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the day of , 1955, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

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

AND AS IN DUTY BOUND, etc.

Anthony Litteri
Anthony Litteri

Clara Litteri
Clara Litteri

William W. Townshend, Jr.
William E. Kirk
William E. Kirk
Attorneys for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 18th day of July, 1955, before me the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Anthony Litteri and Clara Litteri, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Alice Gary
Notary Public

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LIBER 93 PAGE 399

1146

CERTIFICATE OF TAX SALE

I, Joseph W. Ericcam Jr. Successor to Joseph W. Pepper Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to A. A. Co. Comm. at public auction for the sum of 25.01 Dollars and ..... Cents, of which 7.20 Dollars has been paid as a deposit on the property in 1 District described as Lots 46-47 Block L at Selby on the Bay

and assessed to Mrs. Marie T. Belman

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 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 8 day of July 19 55

Joseph W. Ericcam Jr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 8 day of ~~October~~ July 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph W. Ericcam 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 6, 1957

"Complainants' Exhibit No. 1"

Filed 18 July, 1955

ANTHONY LITTERI, and CLARA LITTERI, his wife	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
MARIA T. BELMAN, sometimes known as MARIA T. BEEMAN 229 3rd Street, N.W. Washington, D. C., and all persons having or claiming to have any interest in property known as Lots 46 and 47, Block S, Selby-on-the-Bay, Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 11,425 EQUITY

ORDER OF PUBLICATION

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

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

All those lots of ground lying and being in the First Election District of Anne Arundel County, Maryland, known as Lots 46 and 47, Block S, as shown on the plat of Selby-on-the-Bay.

BEING the same lots of ground described in a deed from Williams Realty Co., Inc., a body corporate, et al to Maria T. Beeman, sometimes known as Maria T. Belman, dated December 11, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 147, Folio 178.

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

It is thereupon, this 18 day of July, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 22 day of September, 1955, and redeem the property and answer the bill, or thereafter

Filed 18 July, 1955.

6

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.

George T. Cromwell, Clerk.
George T. Cromwell Clerk

TRUE COPY TEST:

_____
Clerk

WILLIAM W. TOWNSHEND, JR.,
and
WILLIAM C. KIRK
Att s

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,425 EQUITY

ANTHONY LITTERI, and CLARA LITTERI, His Wife
Vs.
MARIA T. BELMAN, sometimes known as MARIA T. BEEMAN, 229 3rd Street, N. W., Washington, D. C., and all persons having or claiming to have any interest in property known as Lots 46 and 47, Block S, Selby-on-the-Bay, Anne Arundel County, Maryland.

ORDER OF PUBLICATION

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

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

All those lots of ground lying and being in the First Election District of Anne Arundel County, Maryland, known as Lots 46 and 47, Block S, as shown on the plat of Selby-on-the-Bay.

BEING the same lots of ground described in a deed from Williams Realty Co., Inc., a body corporate, et al to Maria T. Beeman, sometimes known as Merle T. Belman, dated December 11, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 147, Folio 178.

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

It is thereupon, this 18th day of July, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 22nd day of September, 1955, 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.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

a-11

LIBER 93 PAGE 402
OFFICE OF

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., September 23, 1955

We hereby certify, that the annexed

Order Publication
No. 11425 Equity
Maria T. Belman

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 August, 1955. The first insertion being made the 21st day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

M. S. 7489
Filed 23 Sept., 1955.

ANTHONY LITTERI, and CLARA LITTERI, his wife	:	No. 11,425 Equity
	:	IN THE
vs	:	CIRCUIT COURT
MARIA T. BELMAN, sometimes known as MARIA T. BEEMAN 229 3rd Street, N.W. Washington, D.C., and all persons having or claiming to have any interest in property known as Lots 46 and 47, Block S, Selby-on-the-Bay, Anne Arundel County, Maryland	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	
	:	
	:	
	:	

CERTIFIED LETTER NOTICE AND RETURN

WILLIAM W. TOWNSHEND, JR.
ATTORNEY AT LAW
TOWNS-WORTH BUILDING
SOUTH ST.- ANNAPOLIS, MD.

Filed 23 Sept, 1935.

RETURNED TO SENDER
From Washington, D.C.

CERTIFIED MAIL
No 158928

ANNAPOLIS
AUG 5
1935
MD.

UNITED STATES POSTAGE

Mrs. Maria T. Belman
229 3rd Street, N. W.
Washington, D. C.

LIBER 93 PAGE 404

ANTHONY LITTERI, and CLARA LITTERI, his wife	:	No. 11, 425 Equity
vs	:	IN THE
MARIA T. BELMAN, sometimes known as MARIA T. BEELMAN 229 3rd Street, N.W. Washington, D. C., and all persons having or claiming to have any interest in property known as Lots 46 and 47, Block S, Selby-on-the-Bay, Anne Arundel County, Maryland	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the ORDER OF PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, State of 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 24th day of September, 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.

Judge

10

Filed 24 Sept., 1955

WILLIAM W. TOWNSHEND, JR.,
and
WILLIAM W. KIRK
Attorneys

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,425 EQUITY.

ANTHONY LITTERI, and CLARA LITTERI, His Wife

Vs.

MARIA T. BELMAN, sometimes known as MARIA T. BEEMAN, 229 3rd Street, N. W., Washington, D. C., and all persons having or claiming to have any interest in property known as Lots 46 and 47, Block S, Selby-on-the-Bay, Anne Arundel County, Maryland.

ORDER OF PUBLICATION

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

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

All those lots of ground lying and being in the First Election District of Anne Arundel County, Maryland, known as Lots 46 and 47, Block S, as shown on the plat of Selby-on-the-Bay.

BEING the same lots of ground described in a deed from Williams Realty Co., Inc., a body corporate, et al to Maria T. Beeman, sometimes known as Maria T. Belman, dated December 11, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. 147, Folio 178.

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

It is thereupon, this 18th day of July, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 22nd day of September, 1955, 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.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

a-11

LIBER 93 PAGE 406 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 22, 1955

We hereby certify, that the annexed

Order Publication

Eq. 11,425 Property

Maria T. Belman

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22nd day of September, 1955. The first insertion being made the 21st day of July, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

This Certificate is Correct.
Filed 15 Nov. 1955 Lillie L. French

ANTHONY LITTERI, and CLARA LITTERI, his wife	:	IN THE
vs	:	CIRCUIT COURT
	:	FOR
MARIA T. BELMAN, sometimes known as MARIA T. BEEMAN 229 3rd Street, N. W. Washington, D. C., and all persons having or claiming to have any interest in property known as Lots 46 and 47, Block S, Selby-on-the-Bay, Anne Arundel County, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 11,425 EQUITY

FINAL DECREE

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

It is, thereupon, this 15th day of November, 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, namely:

> Lots No. 46 and 47, Block S, as laid down on the Plat of Selby-on-the-Bay, Plat No. 4, and recorded among the Plat Records of Anne Arundel County in Plat Book 8, Page 14.

and having been sold by the Treasurer of Anne Arundel County on October 10, 1938 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

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

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Filed 15 Nov., 1955.

3. That, upon the payment to him of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties accruing subsequent to the date of said tax 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 this proceeding.

Benjamin Michaelson
Judge

RUSH LEO LACEY, SR. 8 King Charles Place Annapolis, Maryland Complainant vs. RUSH LEO LACEY, JR., AN INFANT 8 King Charles Place Annapolis, Maryland Respondent	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,364 Equity

BILL TO REFORM MISTAKE IN A DEED

To the Honorable, the Judges of said Court:

The Petition of Rush Leo Lacey, Sr., Complainant, respectfully shows:

1. That your Petitioner is the father of the Respondent, Rush Leo Lacey, Jr., an infant.

2. That your Petitioner desired to gain title to certain pieces or parcels of ground located in the Sixth Election District of Anne Arundel County, and more particularly described in a Deed dated January 2, 1954, between Lulu S. Rush and Annabelle Lacey, Grantors, and Rush Leo Lacey, Jr., Grantee, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 808, folio 161, and filed herein as "Petitioner's Exhibit Number 1".

3. That the fee simple title to said pieces or parcels of ground was in Lulu S. Rush and Annabelle Lacey, as joint tenants.

4. That the aforementioned fee simple owners agreed to convey to your Petitioner in fee simple, the aforementioned pieces or parcels of ground, in consideration of the love and affection which they bore for him.

5. That the aforementioned fee simple owners of the said pieces or parcels of ground have since deceased.

6. That your Petitioner retained Douglas F. Lyons, an attorney in the City of Annapolis, to prepare a deed conveying the said pieces or parcels of ground to him, from the aforementioned owners, now deceased.

Filed 25 May, 1955.

7. That the said Douglas F. Lyons prepared such a deed which was duly executed, by the aforementioned Grantors, on the 2nd day of January, 1954, said deed then being recorded among the Land Records of Anne Arundel County in Liber No. J. H. H. 808, folie 161.

8. That sometime after this conveyance was made your Petitioner discovered that Douglas F. Lyons, attorney who had prepared the deed, had made an error in the preparation of said deed; said error being, that your Petitioner's son, Rush Leo Lacey, Jr., an infant, was named in said deed as the Grantee therein, instead of your Petitioner, Rush Leo Lacey, Sr.

Wherefore your Petitioner prays:

1. That this Honorable Court may decree that the Deed between Lulu S. Rush and Annabelle Lacey, Grantors, and Rush Leo Lacey, Jr., Grantee, and recorded among the Land Records of Anne Arundel County in Liber No. J. H. H. 808, folio 161, be reformed to express the real intention of the Grantors therein.

2. And for such other and further relief as the nature of his case may require.

Dammeyer and Lyons

By
Douglas F. Lyons
Solicitor

Rush Leo Lacey Sr.
Rush Leo Lacey, Sr.
Petitioner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 25th day of May, 1955, before me, the subscriber, a Justice of the Peace, in and for the State and County aforesaid, personally appeared Rush Leo Lacey, Sr., and made oath in due form of law that the matters and facts set forth in the aforegoing Bill are true and bona fide as there stated, to the best of his information, knowledge, and belief.

ROBERT E. DAMMEYER JUSTICE OF THE PEACE TRIAL MAGISTRATE ANNE ARUNDEL COUNTY

Robert E. Dammeyer
Robert E. Dammeyer
Justice of the Peace

(NO STAMPS REQUIRED)

THIS DEED, made this 2nd day of January, 1954, by and between Lulu S. Rush and Annabelle Lacey, parties of the first part, and Rush Leo Lacey, Jr., party of the second part, all of Anne Arundel County, State of Maryland, Witnesseth:

That for and in consideration of the love and affection which the parties of the first part bear for the party of the second part, they, the said parties of the first part by these presents do grant and convey unto the said Rush Leo Lacey, Jr., his heirs and assigns, in fee simple,

ALL those lots of ground situate opposite Homewood, in the Sixth Election District of Anne Arundel County, Maryland, and designated as Lots Nos. Three (3) and Twenty-three (23), on the Revised Drawing, Sub-Division of Land Opposite Homewood, Property of A. Allan Owings, made by Clarence F. Shelley & Co., August 30, 1933, and recorded among the Plat Records of Anne Arundel County in Plat Book F. S. R. No. 4, folio 1; said Lot No. 3 having a frontage of 50 feet on Railroad Avenue, with a regular depth therefrom of 150 feet; and Lot No. 23 having a frontage on Locust Avenue, formerly Lanvale Avenue, of 75.17 feet, with an irregular depth therefrom.

BEING the same property which was conveyed to the said Lulu S. Rush and Annabelle Lacey, by B. Allan Owings and Grace D. Owings, his wife, by a deed dated May 24, 1939, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 200, folio 165.

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

TO HAVE AND TO HOLD the above described lots of ground to and unto the proper use and benefit of the said Rush Leo Lacey, Jr., his heirs and assigns, forever, in fee simple.

PETITIONER'S EXHIBIT NUMBER ONE

Filed 2 June, 1955.

AND the said parties of the first part hereby covenant that they will warrant specially the title to the property hereby conveyed, and that they will execute such other and further assurances thereof as may be requisite or necessary.

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

s/ Lulu S. Rush (SEAL)
Lulu S. Rush

s/ Annabell Lacey (SEAL)
Annabelle Lacey

Witness:

s/ Douglas F. Lyons
Douglas F. Lyons

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 2nd January, 1954, before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for said County, personally appeared Lulu S. Rush and Annabelle Lacey, and they acknowledged the foregoing instrument of writing to be their respective act and Deed.

Witness my hand and Justice of the Peace Seal.

s/ Robert E. Dammeyer
Robert E. Dammeyer

(JUSTICE OF PEACE SEAL)

Recorded: January 19, 1954 at 10.40 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. 808, page 161, 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 31st day of May, 1955.

John H. Hopkins, 3rd.
Clerk

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RUSH LEO LACEY, SR. 8 King Charles Place Annapolis, Maryland Complainant vs. RUSH LEO LACEY, JR., AN INFANT 8 King Charles Place Annapolis, Maryland Respondent	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,364 Equity

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER OF COURT THEREON

To the Honorable, the Judges of said Court:

The Petition of the Complainant, Rush Leo Lacey, Sr., respectfully shows:

1. That on May 27th, 1955, the Sheriff of Anne Arundel County summoned the Respondent, Rush Leo Lacey, Jr., an infant, by reading and delivering a copy of the summons and the original petition filed in this cause to the said Rush Leo Lacey, Jr., an infant, and in addition thereto, a copy of the process was left with Margaret Louise Lacey, his mother.

2. That the said Defendant Rush Leo Lacey, Jr., being an infant cannot answer or defend himself in this case.

WHEREFORE YOUR PETITIONER PRAYS:

1. That a Guardian Ad Litem may be appointed to appear and answer on behalf the said Rush Leo Lacey, Jr., an infant.

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

And, as in duty bound, etc.

Douglas F. Lyons

Rush Leo Lacey Sr.
Rush Leo Lacey, Sr.

Filed 6 June, 1955.

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 6th day of June 1955, before me the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Rush Leo Lacey, Sr., and made oath in due form of law that the matters and facts contained in the aforegoing petition are true to the best of his knowledge and belief.

As witness my Hand and Notarial Seal.

Margaret A. Brown
Margaret A. Brown
Notary Public

ORDER OF COURT

Upon the aforegoing petition and affidavit it is this 7th day of June, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that [illegible], Jr., be, and he is hereby, appointed Guardian Ad Litem in this case for Rush Leo Lacey, Jr., an infant.

Benjamin Michaelson
Judge

Filed 7 June, 1955.

RUSH LEO LACEY, SR. 8 King Charles Place Annapolis, Maryland Complainant vs. RUSH LEO LACEY, JR., AN INFANT 8 King Charles Place Annapolis, Maryland Respondent	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,364 Equity

ANSWER OF GUARDIAN AD LITEM

To The Honorable, the Judges of said Court:

The answer of Rush Leo Lacey, Jr., an infant, by Winson G. Gott, Jr., his Guardian Ad Litem, respectfully shows:

1. That the Defendant, Rush Leo Lacey, Jr., being an infant, can neither admit nor deny the allegations of the Bill of Complaint herein and, therefore, prays the Court to protect his interests.

Winson G. Gott

Winson G. Gott, Jr.
Guardian Ad Litem

Filed 16 June, 1955.

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RUSH LEO LACEY, SR.	IN THE
Complainant	CIRCUIT COURT FOR
vs.	ANNE ARUNDEL COUNTY
RUSH LEO LACEY, JR., an infant	
Respondent	No. 11,364 Equity

DECREE REFORMING MISTAKE IN DEED

THIS CAUSE was heard and considered by the Court.

WHEREUPON, it is this 27th day of October, 1955, by the Circuit Court for Anne Arundel County, sitting in Equity, and by authority of this Court, ADJUDGED, ORDERED, AND DECREED that the name of the Grantee in the deed between Lulu S. Rush and Annabelle Lacey, Grantors, and Rush Leo Lacey, Jr., Grantee, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 808, folio 161, be, and the same is hereby, changed to RUSH LEO LACEY, SR.

AND it is further ADJUDGED, ORDERED, AND DECREED that the Complainant pay the costs of this proceeding.

James Macgill
Judge

Filed: 27 Oct. 1955

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LIBER 93 PAGE 417

IN THE MATTER OF	:	
A DEED OF TRUST FROM	:	IN THE
EDWARD J. MARZEC and LENARDA C. MARZEC, his wife,	:	CIRCUIT COURT
~~TO~~	:	FOR
~~OLIVER M. WALKER,~~	:	
~~W. LAIRD DUNLOP, III, AND~~	:	ANNE ARUNDEL COUNTY
~~GEORGE H. SCHMIDT, TRUSTEES~~	:	
	:	Equity No. 11,453

Mr. Clerk:

Please docket the above entitled case and file the Deed of Trust from Edward J. Marzec and Lenarda C. Marzec, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated February 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 337, as Exhibit A, and enter my appearance for the Trustees.

Joseph I. Huesman

Joseph I. Huesman
1706 First National Bank Building
Telephone: LExington 9-0266
Solicitor for Trustees

James Carey, 3d

James Carey, 3d
Of Counsel

Filed 15 Aug., 1955.

FHA Form No. 2127b
(For use under Section 203)
(Revised Feb. 1, 1947)

LIBER 93 PAGE 418

DEED OF TRUST

No. 11,453 Equity

THIS DEED, made this 20th day of February, 1948, by and between Edward J. Marzec and Lenarda C. Marzec, his wife, Tenants by the Entireties, party of the first part and Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustee, as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto Walker & Dunlop, Inc., a corporation organized and existing under the laws of the State of Delaware, in the principal sum of Four Thousand Four Hundred and 00/100 Dollars ($4,400.00), with interest from date at the rate of 4½ per centum (4½ %) per annum on the unpaid balance until paid, for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Twenty-seven and 85/100 Dollars ($27.85), commencing on the first day of March, 1948, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1968.

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to them in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the County of Anne Arundel and State of Maryland, known and distinguished as

Lot No. 14, Block A on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 601 Wood Street.

Being the same lot of ground which by assignment of lease of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto was granted and assigned by Frank H. Creese and Company, Incorporated, a corporation of the State of Maryland, to the said parties of the first part, for the renewable term of ninety-nine years, at and under an annual rent of Sixty Dollars, payable in equal half-yearly instalments on the 20th days of February and August in each and every year.

Subject to building restrictions and covenants of record;

(1) Exhibit A.
Filed 15 Aug., 1955.

16—51232-1

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

TO HAVE AND TO HOLD the said property and improvements unto the party of the second part, its successors and assigns as trustees, for all the residue of the term of years yet to come and unexpired therein, with the benefit of renewal thereo f forever; subject to the payment of the aforesaid annual rent.

ALSO all rentals, income, issues, and profits that may accrue from said premises or any part thereof, provided however, that so long as the parties of the first part shall not be in default hereunder, the said parties of the first part shall be entitled to collect and receive the rents, income, issues and profits of the said premises.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, blinds, doors, hardware, wire, switches, electric fixtures, bells, insulations, and all other water, plumbing, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, and shall be deemed part of the security for the indebtedness herein mentioned, and shall be covered by this deed of trust.

In addition to granting and conveying to the party of the second part, its successors and assigns, the leasehold estate in the above described property, the mortgagor hereby grants and conveys unto the mortgagee, its successors and assigns, title to any other interest or estate, in the above described property, including title to the reversion in fee and the annual ground rent payable out of the aforesaid described property, which the said party of the first part may at any time hereafter acquire. It is the intention of the parties of this mortgage that any and all interests and estates in the aforesaid described property which may now be owned by the mortgagor, his heirs, personal representatives and assigns, or which may be hereafter acquired shall enure to the benefit of the mortgagee, its successors and assigns, and be subject to the lien of this mortgage in the same manner and to all intents and purposes as if the mortgagor at the date of the execution of this mortgage owned and was vested with the title to all interest and estates in the above described property, which the mortgagor, his heirs, personal representatives and assigns, may acquire at any time prior to the payment of the mortgage debt secured by this mortgage in accordance with the terms hereof. In furtherance of the above grant of any after-acquired title to any interest or estate in the above described property, the mortgagor, for himself, his heirs, personal representatives and assigns, hereby stipulates, agrees and covenants with the mortgagee, its successors and assigns, that all the provisions of this mortgage, including the provisions for the foreclosure of this mortgage, as hereinafter set forth, shall and are intended to be applicable to any interest or estate in the above described property which may hereafter be acquired by the mortgagor, his heirs, personal representatives and assigns, as well to the leasehold estate in said property which is owned by the mortgagor at the date of the execution of this mortgage.

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IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared; that is to say: IN TRUST to permit said party of the first part, or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for their sole use and benefit, until default be made in the payment of any manner of indebtedness hereby secured or in the performance of any of the covenants as hereinafter provided.

AND upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commissions, half-commissions, and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said party of the first part or assigns, at their cost.

AND UPON THIS FURTHER TRUST, upon any default being made in the payment of the said note or of any monthly installment of principal and interest as therein provided, or in the payment of any of the monthly sums for ground rents, if any, taxes, special assessments, mortgage insurance, fire and other hazard insurance, all as hereinafter provided, or upon any default in payment on demand of any money advanced by the holder of said note on account of any proper cost, charge, commission, or expense in and about the same, or on account of any tax or assessment or insurance, or expense of litigation, with interest thereon at four and one-half per centum (4½%) per annum from date of such advance (it being hereby agreed that on default in the payment of any ground rent, tax, or assessment, or insurance premium or any payment on account therof, or in the payment of any of said cost, expense of litigation, as aforesaid, the holder of said note may pay the same and all sums so advanced with interest as aforesaid, shall immediately attach as a lien hereunder, and be payable on demand), or upon failure or neglect faithfully and fully to keep and perform any of the other conditions or covenants herein provided; then upon any and every such default being so made as aforesaid, the said party of the second part, or the Trustee acting in the execution of this trust, shall have power and it shall be their duty to sell, and in case of any default of any purchaser, to resell, at public auction, for cash, in one parcel at such time and place, and after such previous public advertisement as the party of the second part, or the Trustee acting in the execution of this trust, shall deem advantageous and proper; and to convey the same in fee simple, subject to above mentioned leasehold upon compliance with the terms of sale, to, and at the cost of, the purchaser or purchasers thereof, who shall not be required to see to the application of the purchase money; and shall apply the proceeds of said sale or sales: Firstly, to pay all proper costs, charges, and expenses, including all attorneys' and other fees and costs herein provided for, and all moneys advanced for costs or expenses, or expense of litigation as aforesaid, or taxes or assessments, or insurance with interest thereon as aforesaid, and all taxes, general and special, and assessments, due upon said land and premises at time of sale and to retain as compensation a commission of one per centum (1%) on the amount of the said sale or sales; Secondly, to pay whatever may then remain unpaid of said note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, Lastly, to pay the remainder of said proceeds, if any there be, to the party of the first part, their heirs, executors, administrators, or assigns, upon the delivery and surrender to the purchaser, his, her, or their heirs or assigns of possession of the premises so, as aforesaid, sold and conveyed, less the expense, if any, of obtaining possession.

And the party of the first part, in order more fully to protect the security of this Deed of Trust, covenants and agrees as follows:

1. That he will pay the indebtedness, as hereinbefore provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: *Provided, however,* That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and *Provided further,* That in the event this debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guarantor or endorser, agree to be jointly and severally bound to pay to the holder of the note secured hereby an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if this Deed of Trust and the note secured hereby had continued to be insured until maturity; such payment to be applied by the holder thereof upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

16—61232-1

2. That, together with, and in addition to, the monthly payments of principal and interest, payable under the terms of the note secured hereby, he will pay to the holder of the said note, on the first day of each month until the said note is fully paid, the following sums:

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

(*b*) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the holder of the note) less all sums already paid therefor, divided by the number of months to elapse before 1 month prior to the date when such ground rents, premiums, taxes, and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes, and special assessments, before the same become delinquent.

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

(I) premium charges, under the contract of insurance with the Federal Housing Commissioner;

(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;

(III) interest on the note secured hereby; and

(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the party of the first part prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. The holder of the note may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the party of the first part under (*b*) paragraph 2 preceding shall exceed the amount of payments actually made by the holder of the note for ground rents, taxes or assessments or insurance premiums, as the case may be, such excess shall be credited by such holder on subsequent payments to be made by the party of the first part. If, however, the monthly payments made by the party of the first part under (*b*) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes, and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the holder of said note any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the party of the first part shall tender to the holder of said note, in accordance with the provisions thereof, full payment of the entire indebtedness represented thereby, the said holder shall, in computing the amount of such indebtedness, credit to the account of the party of the first part all payments made under the provisions of (*a*) of paragraph 2 hereof, which the holder of said note has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (*b*) of paragraph 2 hereof. If there shall be a default under any of the provisions of this Deed of Trust resulting in a public sale of the premises covered hereby, or if the holder of the note acquires the property otherwise after default, the holder of the note shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (*b*) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (*a*) of paragraph 2.

4. That he will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents, for which provision has not been made hereinbefore and will promptly deliver the official receipts therefor to the holder of the note; and in default of such payment by the party of the first part, the holder of the note may pay the same, and any sum or sums so paid by the holder of the note shall be added to the debt hereby secured, shall be payable on demand, shall bear full legal interest and shall be secured by this Deed of Trust.

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

6. That he will keep the improvements now existing or hereafter erected on the said premises insured as may be required from time to time by the holder of the note against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the holder of the note and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the holder of the note and the policies and renewals thereof shall be held by the holder of the note and have attached thereto loss payable clauses in favor of and in form acceptable to the holder of the note. In event of loss he will give immediate notice by mail to the holder of the note, who may make proof of loss if not made promptly by the party of the first part, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the holder of the note instead of to

the party of the first part and the holder of the note jointly, and the insurance proceeds, or any part thereof, may be applied by the holder of the note at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Deed of Trust or other transfer of title to the said premises in extinguishment of the indebtedness secured hereby, all right, title, and interest of the party of the first part in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. The party of the first part further agrees that should this Deed of Trust and the note secured hereby not be eligible for insurance under the National Housing Act within 3 months from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the 3 months' time from the date of this Deed of Trust, declining to insure said note and this Deed of Trust, being deemed conclusive proof of such ineligibility), the party of the second part or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

8. That if the said property shall be advertised for sale, as herein provided, and not sold, the Trustee or Trustees acting shall be entitled to one-half (½) the commission above provided, to be computed on the amount of the debt hereby secured, and the same is hereby secured in like manner as other charges and expenses attending the execution of this trust, and shall bear full legal interest.

9. That if any suit, action, or proceeding whatsoever shall be commenced or prosecuted for the collection of the note, or any part of the note, or for the enforcement of any endorsement or endorsements thereof, or any other matters hereby secured, or in reference to the execution of the trust hereby created, or any of the trust or property of funds which may become part thereof, he will pay all costs and charges and expenses of the same, including all counsel and attorney's fees and charges, which shall also be deemed a charge attending the execution of this trust, be secured hereby as such and bear full legal interest.

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

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

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

Witness:

Albert E. Mitchell
Albert E. Mitchell

Edward J. Marzec [SEAL]
Edward J. Marzec

Lenarda C. Marzec [SEAL]
Lenarda C. Marzec

_____ [SEAL]

_____ [SEAL]

STATE OF MARYLAND, City of Baltimore to wit:

I HEREBY CERTIFY, That on this 20th day of February, 1948, before me, the subscriber a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared Edward J. Marzec and Lenarda C. Marzec, his wife, and have acknowledged the foregoing deed to be their act.

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

Albert E. Mitchell
Albert E. Mitchell *Notary Public.*

STATE OF MARYLAND

LOAN No. 5322

Deed of Trust

EDWARD J. MARZEC ET UX
LENARDA C. MARZEC

TO

OLIVER M. WALKER
W. LAIRD DUNLOP, III
AND
GEORGE H. SCHMIDT

Trustee.

RECEIVED FOR RECORD on the 16 *day of* March *A. D. 19* 48, *at* 10 *o'clock* A *M., and recorded in Liber No.* 2406 *at folio* 337 *one of the Land Records.*

Examined by

Recorder.

MAIL TO
WALKER & DUNLOP, INC.
1313 Equitable Bldg.
Baltimore, Maryland

LIBER 93 PAGE 423

IN THE MATTER OF	:	
A DEED OF TRUST FROM	:	IN THE
EDWARD J. MARZEC and LENARDA C. MARZEC, his wife,	:	CIRCUIT COURT
~~TO~~	:	FOR
~~OLIVER M. WALKER,~~	:	
~~W. LAIRD DUNLOP, III, AND~~	:	ANNE ARUNDEL COUNTY
~~GEORGE H. SCHMIDT, TRUSTEES~~	:	Equity No. 11,453

STATEMENT OF CLAIM

Statement of Claim by Walker & Dunlop, Inc., a body corporate, under the Deed of Trust from Edward J. Marzec and Lenarda C. Marzec, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated February 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 337, securing a Deed of Trust Note of even date in the principal amount of $4,400 from the said Edward J. Marzec and Lenarda C. Marzec, his wife, to the said Walker & Dunlop, Inc.

Balance due on principal	$3,297.29
Interest at 4-1/2% from February 1, 1955, to August 17, 1955, the date of sale (197 days at $.417 per day)	81.25
Total claim	$3,378.54

WALKER & DUNLOP, INC.

By Walter Koppelman Jr.
Walter Koppelman, Jr.
Vice-President

STATE OF MARYLAND)
CITY OF BALTIMORE(SS:

I HEREBY CERTIFY, that on this 12th day of August, 1955, before me, the subscriber, a notary public of the State of Maryland, in and for the City of Baltimore, personally appeared Walter Koppelman, Jr., and made oath in due form of law that he is Vice-President of Walker & Dunlop, Inc., and that the aforegoing Statement of Claim is a true and just statement of the amount of debt claimed under said Deed of Trust now remaining due and unpaid.

AS WITNESS my hand and notarial seal.

RITA GERMAN NOTARY PUBLIC BALTIMORE

Rita German
RITA GERMAN Notary Public

Filed 15 Aug., 1955.

LIBER 93 PAGE 424

No. 11,453 Equity

The Travelers Indemnity Company

Hartford, Connecticut

(A STOCK COMPANY)

Bond No. 524258

Trustee Under Deed of Trust

KNOW ALL MEN BY THESE PRESENTS, That we Oliver M. Walker, W. Laird Dunlop III, and George H. Schmidt

of Washington, D. C.

and THE TRAVELERS INDEMNITY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of

Eight Thousand eight hundred and 00/100 - - - ($8,800.00) Dollars, lawful money of the United States, to be paid to the State of Maryland, or its certain attorney or assigns, to the payment whereof we bind ourselves, and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this

1st day of August, in the year of our Lord one thousand nine hundred and Fifty-five.

WHEREAS, BY DEED OF TRUST, dated the 20th day of February, nineteen hundred and forty-eight, and left to be recorded among the land Records of Anne Arundel County on the 16th day of March, 1948, in liber J.H.H. No. 378, Folio 337

Edward J.Marzec and Lenarda C. Marzec did grant, bargain and sell, assign and transfer unto Oliver M. Walker, W. Laird Dunlop III and George H. Schmidt

Trustees, as therein named their (personal representatives) heirs, executors, administrators and assigns, all the property therein described and referred to in Trust, for the uses and purposes therein named, mentioned and declared.

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound Oliver M. Walker, W. Laird Dunlop III and George H. Schmidt

shall faithfully perform the trust reposed in them by said Deed of Trust, or to be reposed in them by any decree of the Circuit Court for Anne Arundel County, Maryland in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void; otherwise to be and remain in full force and virtue in law.

WITNESS, the hand and seal of the said Oliver M. Walker, W. Laird Dunlop III and George H. Schmidt

and the signature of the said THE TRAVELERS INDEMNITY COMPANY by its Attorney-in-Fact, and its corporate seal hereunto affixed.

Signed, sealed and delivered in the presence of

Joseph I. Huesman

Oliver M. Walker (Seal)

W. Laird Dunlop III (SEAL)

George H. Schmidt (SEAL)

THE TRAVELERS INDEMNITY COMPANY

By Willard W. Becker, *Attorney-in-Fact*

S-745 PRINTED IN U.S.A. 9-29-41

Approved this 15 Aug., 1955
George T. Cromwell, Clerk.
Filed 15 Aug., 1955.

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EXHIBIT D

Legal Notices

JAMES CAREY, 3d—Solicitor
1706 First National Bank Building
Baltimore 2, Maryland

TRUSTEE'S SALE

OF

VALUABLE IMPROVED
LEASEHOLD PROPERTY
In Arundel Village, Anne Arundel County, Maryland, being premises 601 Wood Street.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Edward J. Marsec and Lenards C. Marsec, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated February 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 337, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will offer for sale at Public Auction in front of the premises on

WEDNESDAY, AUGUST 17, 1955,
AT 10:00 O'CLOCK A. M.

all that land and premises described in said Deed of Trust as follows, to wit:

Lot No. 14, Block A on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 8, Rod E-5, Plat No. 8 of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 601 Wood Street.

Said lot having a frontage on the southeasterly side of Wood Street, 26 feet wide, with a depth of even width of approximately 85 feet.

Subject to the payment of an annual ground rent of $60.00 and to building restrictions and covenants of record, if any.

The property is improved by a two-story, one family, brick row house, with composition roof, containing four rooms and bath, with a full basement.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to settlement. All conveyancing, recording, stamp taxes, certificate of title, etc., to be at the cost of the purchaser or purchasers. All other expenses, ground rent and taxes and all other assessments and public charges, including special paving tax, if any, to be adjusted to date of sale.

Terms of sale to be complied with within five days after final ratification thereof by the Court, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

OLIVER M. WALKER,
W. LAIRD DUNLOP, III,
GEORGE H. SCHMIDT,
Trustees.

E. T. NEWELL & CO., Auctioneers.

a-10

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1955

We hereby certify, that the annexed

Trustee's Sale

Edward J. Marsec

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, ~~once~~ a week for TIME 1 successive weeks before the 12th day of August, 1955. The first insertion being made the 14th day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Exhibit D.
Filed 27 Aug., 1955.

LIBER 93 PAGE 425

JAMES CAREY, Sd—Solicitor
1706 First National Bank Building
Baltimore 2, Maryland

TRUSTEE'S SALE

OF

VALUABLE IMPROVED
LEASEHOLD PROPERTY
In Arundel Village, Anne Arundel County, Maryland, being premises 601 Wood Street.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Edward J. Marzec and Lenarda C. Marzec, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated February 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 878, folio 337, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will offer for sale at Public Auction in front of the premises on

WEDNESDAY, AUGUST 17, 1955,
AT 10:00 O'CLOCK A. M.

all that land and premises described in said Deed of Trust as follows, to wit:

Lot No. 14, Block A on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8 of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 601 Wood Street.

Said lot having a frontage on the southeasterly side of Wood Street, 28 foot wide, with a depth of even width of approximately 85 feet.

Subject to the payment of an annual ground rent of $60.00 and to building restrictions and covenants of record, if any.

The property is improved by a two-story, one family, brick row house, with composition roof, containing four rooms and bath, with a full basement.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to settlement. All conveyancing, recording, stamp taxes, certificate of title, etc., to be at the cost of the purchaser or purchasers. All other expenses, ground rent and taxes and all other assessments and public charges, including special paving tax, if any, to be adjusted to date of sale.

Terms of sale to be complied with within five days after final ratification thereof by the Court, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

OLIVER M. WALKER,
W. LAIRD DUNLOP, III,
GEORGE H. SCHMIDT,
Trustees.

E. T. NEWELL & CO., Auctioneers.

a-10

EXHIBIT C

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

LIBER 93 PAGE 426

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 15, 1955

We hereby certify, that the annexed

Trustee's Sale

Edward J. Marzec

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of August, 1955. The first insertion being made the 21st day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Exhibit C.
Filed 27 Aug., 1955.

IN THE MATTER OF	:	IN THE CIRCUIT COURT
A DEED OF TRUST FROM	:	FOR
EDWARD J. MARZEC and	:	ANNE ARUNDEL COUNTY
LENARDA C. MARZEC, his wife	:	Equity No. 11453

REPORT OF SALE

The report of Oliver M. Walker, W. Laird Dunlop, III and George H. Schmidt, Trustees, under a certain Deed of Trust from Edward J. Marzec and Lenarda C. Marzec, his wife, dated February 20, 1948, and recorded among the land records of Anne Arundel County in Liber J.H.H. No. 378, folio 337, respectfully states:

That default having occurred in the payment of the debt secured by the aforesaid Deed of Trust filed in this cause and in the payment of the interest thereon and in the other terms and conditions of said Deed of Trust, your Trustees, acting under the power and authority conferred upon them in the said Deed of Trust and at the request of the party secured, and having complied with all the requirements of law, after giving notice of the time, place, manner and terms of sale by advertisements inserted in the Maryland Gazette and The Evening Capital, newspapers published weekly in Anne Arundel County and having general circulation in said county, for at least four (4) successive weeks prior to the day of sale, and after giving bond with approved security for the faithful performance of their trust, did pursuant to said notice of sale, on the premises, on Wednesday, August 17, 1955, at 10 o'clock A. M., then and there proceed to sell the property mentioned in these proceedings, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said Deed of Trust, situate in Anne Arundel County, State of Maryland, to wit:

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Filed 27 Aug., 1955.

Lot No. 14, Block A on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8, of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 601 Wood Street.

And your Trustees sold said property unto The Melton Realty Company, a body corporate, 111 N. Charles Street, Baltimore, Maryland, at and for the sum of Four thousand two hundred fifty dollars ($4,250.00) said corporation being at that price the highest bidder therefor.

A memorandum of sale is filed herewith and marked as "Exhibit B" and proof of publication of advertisement is filed herewith as "Exhibits C and D".

Respectfully submitted,

Oliver M. Walker

W. Laird Dunlop, III

George H. Schmidt

Trustees.

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STATE OF MARYLAND)
(SS:
CITY OF BALTIMORE)

I HEREBY CERTIFY that on this 22nd day of August, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid personally appeared Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, 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.

AS WITNESS my hand and Notarial Seal.

RITA GERMAN NOTARY PUBLIC BALTIMORE, MD.

Rita German
Notary Public
RITA GERMAN

My commission expires: 5-6-57

EXHIBIT B

This is to certify that Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, on the 17th day of August, 1955, sold unto The Melton Realty Company all the land and premises mentioned in the annexed advertisement at and for the sum of Four thousand two hundred fifty Dollars ($4,250.00).

E. T. NEWELL & CO., INC.

By John M. Miller, Jr.
John M. Miller, Jr.
Vice President

Auctioneer.

JAMES CAREY, 3d—Solicitor
1708 First National Bank Building
Baltimore 2, Maryland

TRUSTEE'S SALE

OF

VALUABLE IMPROVED LEASEHOLD PROPERTY

In Arundel Village, Anne Arundel County, Maryland, being premises 601 Wood Street.

Under and by virtue of the power and authority contained in a certain Deed of Trust from Edward J. Marzec and Lenorda C. Marzec, his wife, to Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, dated February 20, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 378, folio 337, default having occurred in the payment of the indebtedness thereby secured, and at the request of the party secured thereby, the undersigned Trustees will offer for sale at Public Auction in front of the premises on

WEDNESDAY, AUGUST 17, 1955, AT 10:00 O'CLOCK A. M.

all that land and premises described in said Deed of Trust as follows, to wit:

Lot No. 14, Block A on the Plat of Section 1, of Arundel Village Subdivision, which plat is recorded in Cabinet 3, Rod E-5, Plat No. 8 of the Plat Records of Anne Arundel County. The improvements thereon being known as No. 601 Wood Street.

Said lot having a frontage on the southeasterly side of Wood Street, 28 feet wide, with a depth of even width of approximately 85 feet.

Subject to the payment of an annual ground rent of $60.00 and to building restrictions and covenants of record, if any.

The property is improved by a two-story, one family, brick row house, with composition roof, containing four rooms and bath, with a full basement.

TERMS OF SALE: A cash deposit of $500 will be required of the purchaser or purchasers at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest from the date of sale to settlement. All conveyancing, recording, stamp taxes, certificate of title, etc., to be at the cost of the purchaser or purchasers. All other expenses, ground rent and taxes and all other assessments and public charges, including special paving tax, if any, to be adjusted to date of sale.

Terms of sale to be complied with within five days after final ratification thereof by the Court, otherwise the property will be resold at the risk and cost of the defaulting purchaser or purchasers.

OLIVER M. WALKER,
W. LAIRD DUNLOP, III,
GEORGE H. SCHMIDT,
Trustees.

E. T. NEWELL & CO., Auctioneers.

a-10

Filed 27 Aug., 1955.

LIBER 93 PAGE 431

ORDER NISI

In The Matter Of A
Deed Of Trust From
~~Grantor~~
Edward J. Marzec and
Lenarda C. Marzec, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,453 Equity

Ordered, this 27 day of August, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of October next.

The report states that the amount of sale ~~was~~ was $ 4,250.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 27 Aug., 1955.

(Final Order)

In The Matter Of A
Deed Of Trust From
~~Grantor~~
Edward J. Marzec and
Lenarda C. Marzec, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 10th day of October, 1955, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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Filed: 10 Oct. 1955

LIBER 93 PAGE 432

IN THE MATTER OF	:	
A DEED OF TRUST FROM	:	IN THE
EDWARD J. MARZEC and LENARDA C. MARZEC, his wife,	:	CIRCUIT COURT
TO	:	FOR
OLIVER M. WALKER,	:	ANNE ARUNDEL COUNTY
W. LAIRD DUNLOP, III, AND	:	
GEORGE H. SCHMIDT, TRUSTEES	:	Equity No. 11453

MILITARY SERVICE AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 28thday of September, 1955, before me, the subscriber, a Notary Public, in and for the State of Maryland, City of Baltimore, personally appeared WALTER KOPPELMAN, JR., Vice-President of Walker & Dunlop, Inc., and made oath in due form of law that he knows the said EDWARD J. MARZEC and LENARDA C. MARZEC, his wife, and that to the best of his information, knowledge and belief

(1) said Edward J. Marzec and Lenarda C. Marzec, his wife, are not in the military service of the United States;

(2) said Edward J. Marzec and Lenarda C. Marzec, his wife, are not in the military service of any nation allied with the United States;

(3) said Edward J. Marzec and Lenarda C. Marzec, his wife, have not been ordered to report for induction under the Selective Training and Service Act;

(4) said Edward J. Marzec and Lenarda C. Marzec, his wife, are not members of the Enlisted Reserve Corps who have been ordered to report for military service.

Rita German
Notary Public RITA GERMAN

Walter Koppelman Jr.
Walter Koppelman, Jr.,
Affiant

RITA GERMAN NOTARY PUBLIC BALTIMORE, MD.

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Filed 30 Sept, 1955

LIBER 93 PAGE 433

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md. October 5, 1955

We hereby certify, that the annexed

Order Nisi - Sale.

Eq - 11,453.

Edward J. Marzec.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of October, 1955. The first insertion being made the 1st day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

Filed 8 Oct, 1955.

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Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,453 EQUITY

In The Matter Of A
Deed Of Trust From
EDWARD J. MARZEC and
LENARDA C MARZEC, his wife.

Ordered this 7th day of August, 1955. That the sale of the Property in these Proceedings mentioned, made and reported by Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees, BE RATIFIED AND CONFIRMED unless cause to the contrary thereof be shown on or before the 3rd day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of October next.

The Report states that the amount of sale was $4,250.00.

GEORGE T. CROMWELL, Clerk,

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

s-22

In the Case of

In the Matter of a Deed of Trust from ~~X~~ Edward J. Marzec and Lenarda C. Marzec, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,453 Equity

To the Honorable, the Judges of said Court:

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

November 18, 1955

All of which is respectfully submitted.

Laura K. Hickey
Auditor.

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Dr. In the Matter of a Deed of Trust from Edward J. Marzec and Lenarda C. Marzec, his wife

			in ac.	
To Trustees for Commissions (1% on $4,285.63) viz:	42	86	42	86
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	32	25		
Auditor - stating this account and furnishing two certified copies thereof	22	50	64	75
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	25		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Travelers Indemnity Co. - bond premium	35	20		
E. T. Newell & Co., Inc. -.auctioneer's fee	25	00		
Joseph I. Huesman - fee for legal services rendered (Order 11/15/55)	100	00		
Joseph I. Huesman - long distance calls	2	13		
Rita German - notary fees	2	50	235	08
To Trustees for Benefit Charges, viz:				
Anne Arundel County Sanitary Commission-metered water from 11/17/54 to 5/17/55	17	10		
Turn-on charge	1	00	18	10
To Trustees for Ground Rent, viz:				
Semi-annual payment of $30.00 due 8/20/55- 5 months 27 days	29	50	29	50
To Walker & Dunlop, Inc., holder of the Deed of Trust filed in these proceedings- in full for claim filed, viz:	3,378	54		
Amount of overdraft in expense account	1	25	3,379	79
To H. V. Higley, Administrator of Veterans Affairs, holder of the deed of trust note dated 2/20/48, filed in these proceedings- in full for claim filed (Order 9/26/55) viz:				
Balance due on principal	441	33		
Interest thereon @ 4% from 2/1/55 to 8/17/55 - 198 days	9	71	451	04
To Edward J. Marzec and Lenarda C. Marzec, his wife, mortgagors - this balance	93	91	93	91
			4,315	03

19

with Oliver M. Walker, W. Laird Dunlop, III, and George H. Schmidt, Trustees

Cr.

1955							
Aug.	17	Proceeds of Sale		4,250	00		
		Interest on deferred payment of $3,750.00 to 10/14/55		35	63	4,285	63
		Refund 1955 State and County taxes ($71.19)- adjusted to 8/17/55		26	52		
		Refund 1955 Anne Arundel County Sanitary Commission charges - water and sewer benefit ($7.85) adjusted to 8/17/55		2	88	29	40
						4,315	03

20

ORDER NISI

LIBER 93 PAGE 437

In the Matter of a Deed of Trust

from

~~VERSUS~~

Edward J. Marzec

and

Lenarda C. Marzec, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,453 Equity.

ORDERED, This 25th day of November, 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 31st 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 31st day of December next.

Filed: 25 Nov. 1955

George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of January, 1956, 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

JAN 5 1956

Filed

LIBER 93 PAGE 438

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. 11,453 Equity
In The Matter Of A Deed Of Trust
From EDWARD J. MARZEC And
LENARDA C. MARZEC, His Wife.

Ordered, this 25th day of November, 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 31st 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 31st day of December next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

d-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 5, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,453 Auditor account Edward Marzec.

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 31st day of December, 1955. The first insertion being made the 1st day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 5123

By H. Tilghman

Filed: 5 Jan 1956

LIBER 93 PAGE 439

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILBERT LLOYD DAVIS, SINGLE,	:	NO. 11,393 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

ORDER TO DOCKET CASE

Mr. Clerk:

Please docket the above entitled case, enter my appearance and file original mortgage.

Attorney named in Mortgage

Filed 21 June, 1955.

MORTGAGE FEE—CITY OR COUNTY—Foi 4. LIBER 827 PAGE 199 LIBER 93 PAGE 440

No. 11,393 Equity

PURCHASE MONEY
THIS/ MORTGAGE, Made this 27 day of April - - - - - - - - - - - - - - -

in the year nineteen hundred and fifty-four - - - - - - by and between WILBERT LLOYD DAVIS, Single, - Mortgagor of the City of Washington in the / District of Columbia [illegible] of the first part, and

DAISY SHAW GROSS, Widow - - - - - - - - - - - - - - - , Mortgagee , of the second part:

Whereas, the said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full and just sum of Eight Hundred ($800.00), being the balance of the purchase money for the property hereinafter described and for the proper payment whereof the said Mortgagor has passed to the said Mortgagee his promissory note of even date herewith for the sum of Eight Hundred ($800.00) Dollars with interest thereon at the rate of 5% per annum, said principal sum payable in monthly installments of $40.00, plus interest on the unpaid principal sum at the rate of 5% per annum on the 27" day of each succeeding month until the full amount is paid. The said Mortgagor to have the right and privilege of making larger payments or paying all of said indebtedness at any time.

AND WHEREAS, the execution of these presents to secure the payment of the aforesaid promissory note was a condition precedent to said indebtedness.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor, Wilbert Lloyd Davis, - - - - - - - - - - - - - - - - - -

- - - - - - - - - - - does grant and convey unto the said Mortgagee, Daisy Shaw Gross, her - heirs and assigns, in fee simple, all that - - - - - - - lot or parcel of ground situate and lying in the Seventh Election District of Anne Arundel / County aforesaid, and described as follows, [illegible] according to a plat and survey thereof made by J. R. McCrone, Jr., Reg. Engr. and Land Surveyor, in April, 1954, to wit:

BEGINNING for the same at a pipe found at the southwest corner of a conveyance from Daisy Shaw Gross to Gwendolyn Austin; said pipe also being South 73 degrees 44 minutes West, 70 feet from a pipe found at the end of the South 73 degree 44 minute West, 100 foot line of the conveyance from Daisy Shaw Gross to Gardner L. Bishop and Ethel Bishop, his wife, by deed dated August 9, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 701 folio 110; and running from said beginning point and with the north side of a 20 foot right of way, with the use thereof in common, leading from Parkers Creek to the County Road, South 73 degrees 44 mihutes West, 197 feet to a pipe set on the east side of said County Road which leads to the State Road from Churchton to Deale; thence with the east side of said County Road, North 01 degrees 53 minutes West, 227.14 feet to a stone found on the south side of a driveway; thence with the North 84 degree 45 minute East, 345.3 foot line of the third parcel of the conveyance from Thomas Gott to Sylvanus Gross and Daisy Gross, his wife, by deed dated August 22, 1932 and recorded in Liber F.S.R. No. 109 folio 3, North 84 degrees 40 minutes East, 178.3 feet to a pipe found at the northwest corner of the above mentioned conveyance to Austin; thence with the west line of said conveyance, South 05 degrees 45 minutes East, 189.43 feet to the place of beginning. Containing 0.88 acres, more or less. Together with the use in common of the aforesaid 20 foot right of way through the property of Daisy Shaw Gross from the County Road to the waters of Parkers Creek.

BEING the same property which was conveyed to the said Wilbert Lloyd Davis, Single, by Daisy Shaw Gross, Widow, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage.

2 Filed 21 June, 1955.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of **the said Mortgagee, her -** heirs and assigns, forever.

Provided, that if the said **Mortgagor for himself and for his - - - - - - - - -** executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of **Eight Hundred ($800.00) -** dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on **his - - - - -** part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, **her - - - -** personal representatives, or assign- or **Marvin I. Anderson** duly authorized Attorney or Agent

LIBER 93 PAGE 442

of the said Mortgagee , her personal representatives, or assigns, a. any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of $100.00 Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee her executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor his heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor for himself, his heirs, personal representatives and assigns, do es hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagor for himself, his heirs, personal representatives and assigns, do es hereby covenant to pay, and the said Mortgagee, her - - - - personal representatives or assigns, or Marvin I. Anderson their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said party of the first part, his - - - executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part y of the first part covenant to pay when legally payable.

And the said part y of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the - - - - - hand and seal of said Mortgagor.

LIBER 827 PAGE 201

TEST:

Myrtle Sturm
Myrtle Sturm

Wilbert Lloyd Davis [SEAL]
Wilbert Lloyd Davis

_____ [SEAL]

_____ [SEAL]

State of Maryland, Anne Arundel County , ss:

I Hereby Certify, that on this 27 day of April - - - - - in the year one thousand nine hundred and fifty-four before me, a Notary Public - - - - of the State of Maryland, in and for the County - - - - - - - - aforesaid, personally appeared Wilbert Lloyd Davis, Single - the Mortgagor named in the foregoing Mortgage, and he acknowledged the foregoing Mortgage to be his - - - - act. At the same time also appeared Daisy Shaw Gross, Widow, the within-named Mortgagee - - - - - - - - - - - - - - - - - and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and seal Notarial,

Myrtle Sturm
Myrtle Sturm Notary Public

Recorded-27th-April-1954-at-1:15-P.M.

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P.M.

LIBER 93 PAGE 443

MORTGAGE

FROM

WILBERT LLOYD DAVIS;

Single

TO

DAISY SHAW GROSS

BLOCK NO._____

Received for Record 27 Feb., 1954,

at 1 o'clock P M. Same day recorded

in Liber 93 No. 827 Folio 199 &c.,

Land Records of A.A.Co

and examined per

JOHN H. HOPKINS, Jr.

Clerk.

Cost of Record, $ 4 50 Pd

Marvin I. Anderson
Attorney-at-Law
Annapolis, Maryland

The Daily Record Company, Baltimore, Md.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILBERT LLOYD DAVIS, SINGLE	:	NO. 11,393 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, Attorney, 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 One Thousand ($1,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of June, in the year Nineteen hundred and fifty-five.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Wilbert Lloyd Davis, single, to Daisy Shaw Gross, Widow, bearing date the 27th day of April, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 827 folio 199, and he the said Marvin I. Anderson, the Attorney named in said mortgage, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson does and shall well and truly and faithfully perform the trust reposed in him under the mortgage

Filed 30 June, 1955.

6

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 Marvin I. Anderson 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 & Delivered
in the Presence of

Marvin I. Anderson (SEAL)

_____ (SEAL)

Catherine N. Botts

NATIONAL SURETY CORPORATION
BY: Marvin I. Anderson
Attorney-in-fact

Approved this 30 June, 1955.
George T. Cromwell, Clerk

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IN THE MATTER OF THE	:	NO. 11,393 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT
WILBERT LLOYD DAVIS,	:	FOR
SINGLE	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

STATEMENT OF MORTGAGE CLAIM

Balance due on Mortgage from Wilbert Lloyd Davis, Single, to Daisy Shaw Gross, Widow, dated April 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 827 folio 199.

Principal	$658.32
Interest due from 4-27-1955 to 7-19-1955	7.46
	$665.78

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13 day of July in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Attorney for Daisy Shaw Gross, the mortgagee, and he made oath that the above is a correct statement of the amount due on said mortgage.

Witness my hand and seal Notarial.

Myrtle Stevens
Notary Public

Filed 13 July, 1955.

8

LIBER 93 PAGE 447 #11273 Eq

ATTORNEY'S SALE

OF

VALUABLE UNIMPROVED PROPERTY

NEAR SHADY SIDE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Wilbert Lloyd Davis, single, dated April 27, 1954, and recorded among the land Records of Anne Arundel County in Liber J. H. H. No. 827 folio 199, default having occurred therein, the undersigned Attorney will sell at the Court House Door (Church Circle) in the City of Annapolis, Maryland, on

TUESDAY, JULY 19, 1955, at 11 o'clock A. M.

All that lot of ground situate in the Seventh Election District of Anne Arundel County containing 0.88 of an acre located on the east side of the County Road, from Church to Deale. Together with the use in common of a 20 foot right of way through the property of Daisy Shaw Gross from the County Road to the waters of Parker Creek.

Terms: Five hundred dollars at the time of sale, balance with interest on ratification of the sale by the Court, or all cash at time of sale. Taxes to be adjusted to day of sale.

For further particulars apply to the undersigned.

George W. Scible, Auctioneer

Marvin I. Anderson
Attorney named in Mortgage
20-U West Street
Annapolis, Maryland

9 Filed 26 July, 1955.

11,393 Eq. No. 11

This is to certify that I (we) have this day purchased at public auction from Marvin I. Anderson, Attorney, the property herein described at and for the sum of Two hundred fifty Dollars, and that I (we) hereby agree to comply ~~with~~ the terms of sale.

Witness my hand (our) and seal this 19th day of July, 1955.

Witness:

Marvin I. Anderson

x Daisy Shaw Gross (SEAL)
Daisy Shaw Gross

_____ (SEAL)

This is to certify that I have this day sold at public auction for Marvin I. Anderson, Attorney, the property herein described to Daisy Shaw Gross at and for the sum of Two hundred fifty dollars, he (they) being at that price the highest bidders therefor.

Witness my hand and seal this 19th day of July, 1955.

Witness:

Marvin I. Anderson

[signature] (SEAL)
Auctioneer

Exhibit "A"

Filed 26 July, 1955

10

IN THE MATTER OF THE	:	NO. 11,393 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT
WILBERT LLOYD DAVIS,	:	FOR
SINGLE	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

REPORT OF SALE AND ORDER NISI THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson, the Attorney named in the Mortgage for the purpose of foreclosure, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale and by hand bill posted upon the premises and also posted throughout Anne Arundel County, he did pursuant to said notice, attend at the Court House Door, in the City of Annapolis on Tuesday, July 19, 1955 at eleven o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, containing 0.88 of an acre located on the east side of the County Road from Churchton to Deale. Together with the use in common of a 20-foot right of way through the property of Daisy Shaw Gross from the County Road to the waters of Parker Creek. Being the same property described in the Mortgage from Wilbert Lloyd Davis, Single, to Daisy Shaw Gross, Widow, dated April 27, 1954, and re-

Filed 26 July, 1955

11

corded among the Land Records of Anne Arundel County in Liber J.H.H. No. 827 folio 199, to Daisy Shaw Gross for the sum of Two Hundred and Fifty ($250.00) Dollars, she being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement, and Auctioneer's certificate is filed herewith marked Exhibit "A."

Marvin I. Anderson
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 25 day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Attorney named in the Mortgage, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

NOTARY PUBLIC

Myrtle F. Turner
Notary Public

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LIBER 93 PAGE 451

ORDER NISI

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

~~Versus~~

Wilbert Lloyd Davis, Single

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,393 Equity

Ordered, this 7 day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of October next.

The report states that the amount of sales ~~to be~~ was $ 250.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 7 Sept, 1955.

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

~~Versus~~

Wilbert Lloyd Davis, Single

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

13

Filed: 18 Oct. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,393 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of WILBERT LLOYD DAVIS, Single.

Ordered, this 7th day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin L. Anderson, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of October next.

The report states that the amount of sale was $250.00.

GEORGE T. CROMWELL, Clerk.

True, Copy, Test:
GEORGE T. CROMWELL, Clerk.

o-6

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1955

We hereby certify, that the annexed

Order Nisi - Sale -

Eq. 11,393

Wilbert Lloyd Davis, (Single)

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of October, 1955. The first insertion being made the 15th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

14

Filed: 18 Oct. 1955

LIBER 93 PAGE 453

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
vs.
of
Wilbert Lloyd Davis,
Single

In the

Circuit Court

For

Anne Arundel County

No. 11,393 Equity

To the Honorable, the Judges of said Court:

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

October 29, 1955

All of which is respectfully submitted.

Laura K. Fickling
Auditor

15

Filed 31 Oct., 1955.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Wilbert Lloyd Davis, Single

			in ac.	
To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	17	50	117	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	50		
Auditor - stating this account	9	00	47	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	46	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Barrett Printing Co. - handbills	8	67		
National Surety Corp. - bond premium	10	00		
George W. Scible - auctioneer's fee	12	50		
One-half Federal and State documentary stamps		55		
Myrtle Sturm - notary fees	1	00	92	96
To Attorney for Taxes, viz:				
1955 State and County taxes ($10.01) adjusted to 7/19/55	5	52	5	52
			263	48
Amount of mortgage claim filed	665	78		
Amount overpaid by Attorney	13	48		
Balance subject to decree in personam	679	26		

16

with Marvin I. Anderson, Attorney named in Mortgage Cr.

1955				
July	19	Proceeds of Sale	250 00	250 00
		OVERPAYMENT BY ATTORNEY	13 48	13 48
				263 48

ORDER NISI LIBER 93 PAGE 456

In the Matter of the Sale of the Mortgaged Real Estate of Wilbert Lloyd Davis, Single

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,393 Equity.

ORDERED, This 31 day of October, 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 5 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 5 day of December next.

Filed 31 October 1955. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 1st day of December, 19 55, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Attorney apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

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. 11,393 EQUITY

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

WILBERT LLOYD DAVIS, Single.

Ordered, this 31st day of October, 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 5th 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 5th day of December next.

GEORGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

n-17

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1955

We hereby certify, that the annexed Order Nisi Eq. 11,393 Auditor account Wilbert Lloyd Davis, Single.

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 December, 1955. The first insertion being made the 3rd day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 1176

Filed: 6 Dec. 1955

19

LIBER 93 PAGE 457

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILBERT LLOYD DAVIS and MARGIE M. DAVIS, his wife,	:	NO. 11,394 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

ORDER TO DOCKET CASE.

Mr. Clerk:

Please docket the above entitled case, file original mortgage and enter my appearance.

Attorney named in Mortgage

Filed 21 June, 1955.

MORTGAGE FEE—CITY OR COUNTY—For

LIBER 93 PAGE 458

No. 11,394 Equity

BOOK 870 PAGE 340

PURCHASE MONEY

THIS MORTGAGE, Made this 23 day of September - - - - - - - - - - - -

in the year nineteen hundred and fifty-four - - - - - - - by and between WILBERT LLOYD DAVIS

and MARGIE M. DAVIS, his wife, -

Mortgagors of the City of Washington in the District of Columbia in the State of Maryland, of the first part, and

DAISY SHAW GROSS, Widow - - - - - - - - - - - - - - - , Mortgagee , of the second part:

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of Two Thousand ($2,000.00), being the balance of the purchase money for the property hereinafter described and for the proper payment whereof the said Mortgagors have passed to the said Mortgagee their joint and several promissory note of even date herewith for the sum of Two Thousand ($2,000.00) Dollars with interest thereon at the rate of 5% per annum, said principal sum payable in monthly installments of $35.00, plus interest on the unpaid principal sum at the rate of 5% per annum on the 23 day of each succeeding month until the full amount is paid. The said Mortgagors to have the right and privilege of making larger payments or paying all of said indebtedness at any time.

AND WHEREAS, the execution of these presents to secure the payment of the aforesaid promissory note was a condition precedent to said indebtedness.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagors, Wilbert Lloyd Davis and Margie M. Davis, his wife, - - - - - - - - - - - - - do grant and convey unto the said Mortgagee, Daisy Shaw Gross, her - heirs and assigns, in fee simple, all that - - - - - - - lot or parcel of ground situate and lying in the Seventh Election District of Anne Arundel County aforesaid, and described as follows, ~~BEGINNING FOR~~ according to a plat and survey thereof made by J. R. McCrone, Jr., Reg. Engr. and Land Surveyor, in May, 1954, to wit:

BEGINNING for the same at a pipe found where the north side of a 20 foot right of way, with the use thereof in common, leading from Parker's Creek intersects the east side of the County Road leading to the Deale State Road; said pipe being at the end of the South 73 degree 44 minute West 197 foot line of the conveyance from Daisy Shaw Gross to Wilbert L. Davis, by deed dated April 27, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 827 folio 195; and running from thence with said line reversely, and with the north side of said 20 foot right of way, with the use thereof in common, North 73 degrees 44 minutes East 282.18 feet to a pipe set in the South 73 degrees 44 minutes West 100 foot line of the conveyance from Daisy Shaw Gross to Gardner L. Bishop by deed dated August 9, 1952, and recorded among said Land Records in Liber J.H.H. No. 710 folio 110; thence crossing and leaving said right of way, South 16 degrees 16 minutes East 306.68 feet to a pipe set in the North 82 degrees 01 minutes East 729.74 foot line of the property described in the mortgage between John A. Rivers and wife to The First Federal Savings and Loan Association of Annapolis, dated November 9, 1953, and recorded among said Land Records in Liber J.H.H. No. 795 folio 426; thence with part of said line, reversely, and as corrected for magnetic difference, South 83 degrees 09 minutes West 388.84 feet to a pipe found in the fence line; thence with said fence, North 0 degrees 05 minutes East 255.59 feet to the south end of the County Road; thence crossing the end of said road, North 77

Filed 21 June, 1955

degrees 44 minutes East 29.69 feet to the place of beginning.

Containing 2.2 acre, more or less.

BEING the same property which was conveyed to the said Wilbert Lloyd Davis aby Daisy Shaw Gross, widow, by deed [illegible] of even date herewith and intended to be recorded among the Land Records of Anne Arundel County simultaneously with this mortgage.

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of **the said Mortgagee, her -** heirs and assigns, forever.

Provided, that if the said **Mortgagors for themselves and for their - - - - -** executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of **Two Thousand ($2,000.00) -** dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on **their - - - -** part to be performed, then this Mortgage shall be void.

And the said Mortgagor shereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor shereby also authorize the said Mortgagee , **her - - - -** personal representatives, or assig[illegible]or **Marvin I. Anderson** [illegible]y authorized Attorney or Agent

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of the said Mortgagee , her personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of $100.00 - - - - - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee her executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor s their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

And the said Mortgagor s for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of a Court having equity jurisdiction in the State of Maryland, which said expenses, costs and commission the said Mortgagors for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagee, her - - - - personal representatives or assigns, or Marvin I. Anderson their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

And it is agreed that, until default be made in the premises, the said part of the first part, executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said part ies of the first part covenant to pay when legally payable.

And the said part of the first part further covenant to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least Two Thousand ($2,000.00) - - - - - - - - - - - - - - - - - dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , her executors, administrators or assigns, to the extent of their - - - - - - - lien or claim hereunder; said policy to be in some good company satisfactory to the said Mortgagee and deliver said policy or policies to the said Mortgagee, her ~~XXXXX~~ ~~XXXXXXXXX~~ personal representatives and assigns.

Witness the hands and seals of said Mortgagors.

TEST:

Myrtle Sturm
Myrtle Sturm

Wilbert Lloyd Davis [SEAL]
Wilbert Lloyd Davis

Margie M. Davis [SEAL]
Margie M. Davis

[SEAL]

State of Maryland, Anne Arundel ss:

I Hereby Certify, that on this 9 day of ~~September~~ October - - - - in the year one thousand nine hundred and fifty-four before me, a Notary Public - - - - - of the State of Maryland, in and for the County - - - - - - - - - - aforesaid, personally appeared Wilbert Lloyd Davis and Margie M. Davis, his wife, - - - - - - - - - - - - - the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their - - - - - - act. At the same time also appeared Daisy Shaw Gross, Widow, the within-named Mortgagee, - - - - - - - - - - - - - - - - and made oath in due form of law that the consideration set forth in said Mortgage, is true and bona fide as therein set forth.

Witness my hand and seal Notarial,

Myrtle Sturm
Myrtle Sturm Notary Public

Recorded: Oct. 11, 1954 at 10 A.M.

(2)

PURCHASE MONEY

MORTGAGE

LIBER 93 PAGE 461

FROM

WILBERT LLOYD DAVIS

MARGIE M. DAVIS, his wife

TO

DAISY SHAW GROSS, Widow

BLOCK NO._____

Received for Record 11 Oct, 19 54,

at 10 o'clock A M. Same day recorded

in Liber J.H.H. No. 870 Folio 340 &c.,

Land Records of A.A.Co.

and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $ 5 50 pd.

Marvin I. Anderson
Attorney-at-Law
Annapolis, Maryland

The Daily Record Co., Baltimore, Md.

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF WILBERT LLOYD DAVIS and MARGIE M. DAVIS, his wife	:	NO. 11,394 EQUITY
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, Attorney, as principal, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Two Thousand ($2,000.00) Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this 29th day of June, in the year Nineteen hundred and fifty-five.

WHEREAS, the above bounden Marvin I. Anderson, by virtue of the power contained in a mortgage from Wilbert Lloyd Davis and Margie M. Davis, his wife, to Daisy Shaw Gross, Widow, bearing date the 23rd day of September, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 870 folio 340, and he the said Marvin I. Anderson, the Attorney named in said mortgage, is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Marvin I. Anderson does and shall well and truly

Filed 30 June, 1955.

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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 Marvin I. Anderson 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 & Delivered
in the Presence of

Marvin I. Anderson (SEAL)

_____ (SEAL)

Catherine N. Bottse

NATIONAL SURETY CORPORATION
BY: Marvin I. Anderson
Attorney-in-fact

Approved this 30 June, 1955
George T. Cromwell, Clerk

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IN THE MATTER OF THE	:	NO. 11,394 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT
WILBERT LLOYD DAVIS and	:	FOR
MARGIE M. DAVIS, his wife	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

STATEMENT OF MORTGAGE CLAIM

Balance due on Mortgage from Wilbert Lloyd Davis and Margie M. Davis, his wife, to Daisy Shaw Gross, Widow, dated September 23, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 870 folio 340.

Principal	$2,000.00
Interest due from 9-23-54 to 7-19-55	82.17
	$2,082.17

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 13" day of July in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, Attorney for Daisy Shaw Gross, the mortgagee, and he made oath that the above is a correct statement of the amount due on said mortgage.

Witness my hand and seal Notarial.

Myrtle Sturm
Notary Public

Filed 13 July, 1955

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#11394 G LIBER 93 PAGE 465

ATTORNEY'S SALE

OF

VALUABLE UNIMPROVED PROPERTY

NEAR SHADY SIDE IN THE SEVENTH ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the power of sale contained in a mortgage from Wilbert Lloyd Davis and Margie M. Davis, his wife, dated September 23, 1954, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 870 folio 340, default having occurred therein, the undersigned Attorney will sell at the Court House Door (Church Circle) in the City of Annapolis, Maryland, on

TUESDAY, JULY 19, 1955, at 11:15 o'clock A. M.

All that lot of ground situate in the Seventh Election District of Anne Arundel County, containing 2.2 acres located on the south side of a 20 foot right of way, with the use thereof in common, running from the County Road through the property of Daisy Shaw Gross to the waters of Parker Creek.

Terms: One thousand dollars at time of sale, balance with interest on ratification of sale by the Court, or all cash at the time of sale. Taxes to be adjusted to day of sale.

For further particulars apply to the undersigned.

George W. Scible, Auctioneer

Marvin I. Anderson
Attorney named in Mortgage
20-U West Street
Annapolis, Maryland

9 Filed 26 July, 1955.

LIBER 93 PAGE 466

This is to certify that We have this day purchased at public
I
auction from Marvin I. Anderson, Attorney, the property herein described at and for the sum of two hundred fifty Dollars and that I hereby agree to comply with the terms of sale.
we

Witness my hands and seal this 19th day of July, 1955.
our

Witness:

x Daisy Shaw Gross (SEAL)
Daisy Shaw Gross

Marvin I. Anderson

_____ (SEAL)

This is to certify that I have this day sold at public auction for Marvin I. Anderson, Attorney, the property herein described to Daisy Shaw Gross at and for the sum of two hundred fifty dollars,

he being at that price the highest bidders therefore.
they

Witness my hand and seal this 19th day of July, 1955.

Witness:

Marvin I. Anderson

_____ (SEAL)
Auctioneer

Exhibit "A"

10 Filed 26 July, 1955.

IN THE MATTER OF THE	:	NO. 11,394 EQUITY
SALE OF THE MORTGAGED	:	IN THE
REAL ESTATE OF	:	CIRCUIT COURT
WILBERT LLOYD DAVIS AND	:	FOR
MARGIE M. DAVIS, his wife	:	ANNE ARUNDEL COUNTY
	:	

REPORT OF SALE AND ORDER NISI THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Sale of Marvin I. Anderson, the Attorney named in the Mortgage for the purpose of foreclosure, respectfully shows:

That after giving bond with security for the faithful discharge of his duties under the power of sale contained in the said mortgage, which was duly approved, and having given notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale and by hand bill posted upon the premises and also posted throughout Anne Arundel County, he did pursuant to said notice, attend at the Court House Door, in the City of Annapolis, on Tuesday, July 19, 1955 at 11:15 o'clock A.M., the time and place so advertised, and then and there proceeded to sell said real estate, being all that lot of ground situate, lying and being in the Seventh Election District of Anne Arundel County, Maryland, containing 2.2 acres located on the south side of a 20-foot right of way, with the use thereof in common, running from the County Road through the property of Daisy Shaw Gross to the waters of Parker Creek. Being the same property described in the Mortgage from Wilbert Lloyd Davis and Margie M. Davis, his wife, to Daisy Shaw Gross, Widow,

Filed 26 July, 1955.

dated September 23, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 870 folio 340, to Daisy Shaw Gross for the sum of Two Hundred and Fifty ($250.00) Dollars, she being the highest bidder for the property. A copy of the hand bill, Purchaser's Agreement, and Auctioneer's certificate is filed herewith marked Exhibit "A."

Marvin I. Anderson
Attorney named in Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 25 day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Marvin I. Anderson, the Attorney named in the Mortgage, and made oath in due form of law that the matters and facts stated in the aforegoing Report of Sale are true to the best of his knowledge and belief and that the sale was fairly made and for the highest price which he was able to obtain therefor.

Witness my hand and seal Notarial.

NOTARY PUBLIC

Myrtle Stevens
Notary Public

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ORDER NISI

LIBER 93 PAGE 469

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

~~versus~~

Wilbert Lloyd Davis And
Margie M. Davis, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,394 Equity

Ordered, this 7 day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Attorney named in Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of October next.

The report states that the amount of sales ~~to be~~ was $ 250.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 7 Sept., 1955.

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

~~versus~~

Wilbert Lloyd Davis And
Margie M. Davis, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

13

Filed: 18 Oct. 1955

LIBER 93 PAGE 470 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,394

Wilbert Lloyd Davis

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of October, 1955. The first insertion being made the 15th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

14

Filed: 18 Oct. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,394 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of WILBERT LLOYD DAVIS And MARGIE M. DAVIS, His Wife.

Ordered, this 7th day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin L. Anderson, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of October next.

The report states that the amount of sale was $250.00.

GEORGE T. CROMWELL, Clerk.

True, Copy, Test:
GEORGE T. CROMWELL, Clerk.

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LIBER 93 PAGE 471

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of
Wilbert Lloyd Davis
and
Margie M. Davis, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,394 Equity

To the Honorable, the Judges of said Court:

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

October 29, 1955

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

15

Filed 31 Oct., 1955.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Wilbert Lloyd Davis and Margie M. Davis, his wife

			in ac.	
To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	17	50	117	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	50		
Auditor - this account	9	00	47	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	48	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Barrett Printing Co. - handbills	8	67		
National Surety Corp. - bond premium	10	00		
George W. Scible - auctioneer's fee	12	50		
One-half Federal and State documentary stamps		55		
Myrtle Sturm - notary fees	1	00	95	48
To Attorney for Taxes, viz:				
1955 State and County taxes ($2.29) - adjusted to 7/19/55	1	15	1	15
			261	63
Amount of mortgage claim filed	2,082	17		
Amount overpaid by Attorney	11	63		
Balance subject to decree in personam	2,093	80		

with Marvin I. Anderson, Attorney named in Mortgage Cr.

1955				
July	19	Proceeds of Sale	250 00	250 00
		OVERPAYMENT BY ATTORNEY	11 63	11 63
				261 63

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ORDER NISI LIBER 93 PAGE 474

In the Matter of the Sale of

the Mortgaged Real Estate

~~XXXXXX~~ of

Wilbert Lloyd Davis

and

Margie M. Davis, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,394 Equity.

ORDERED, This 31 day of October, 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 5 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 5 day of December next.

Filed 31 Oct., 1955. George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 6th day of December, 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 Hitchcock
Judge.

Filed 6 Dec., 1955.

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LIBER 93 PAGE 475

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,394 EQUITY

In the Matter of the Sale of the Mortgaged Real Estate
of
WILBERT LLOYD DAVIS
and
MARGIE M. DAVIS, his wife.

Ordered, this 31st day of October, 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 5th 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 5th day of December next.

GEORGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

n-17

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,394
Auditor account

Wilbert Lloyd Davis

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 December, 1955. The first insertion being made the 3rd day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 1127

By H. Tilghman

19

Filed: 6 Dec 1955

LIBER 93 PAGE 476

IN THE MATTER OF THE MORTGAGEDREAL ESTATE OF ROY NOBLE	:	IN THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	
	:	EQUITY NO. 11,488
	:	

;;:::::

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original Mortgage, Assignment, and Assignment of Mortgage for purposes of foreclosure, in this Foreclosure suit.

Basil E. Moore, Jr., Assignee
for the purposes of Foreclosure

Filed 20 Sept., 1955

MORTGAGE FEE—COUNTY—$4.

LIBER 561 PAGE 207 LIBER 93 PAGE 477

No. 11,488 Equity

Purchase Money

This Mortgage, Made this 11th day of March,

in the year nineteen hundred and fifty (1950), by and between Roy Noble, unmarried,

Mortgagor of in the State of Maryland, of the first part.

and Agnes E. Bartgis, Executrix of the Estate of Russell C. Bartgis, late of Anne Arundel County, deceased.

Mortgagee , of the second part.

WHEREAS, the party of the first part is justly and bona fide indebted to the party of the second part in the full and just sum of Four Hundred Dollars ($400.00), being the balance of the purchase price for the property this conveyed by her to the said party of the first part, by her fee simple deed intended to be recorded prior to these presents among the Anne Arundel County land records; and,

WHEREAS, in order to secure the payment of the said sum of $400.00, five years after date, with interest at six per cent per annum payable semi-annually hereafter, it has been agreed by and between the parties hereto, mortgagor and mortgagee, that these presents should be executed.

The privilege being reserved to the mortgagor to reduce said mortgage debt at any interest paying period hereunder, in sums of not less than $50.00, the interest to be adjusted each time accordingly.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor Roy Noble has bargained and sold and by these presents does grant and convey unto the said Agnes E. Bartgis, Executrix her successor ~~Mortgagee~~ heirs and assigns, in fee simple, all that lot or parcel of ground situate and lying in Anne Arundel County, aforesaid, and described as follows:

BEING all that tract of land, particularly described by metes and bounds courses and distances in the above mentioned deed intended to be recorded prior to these presents; Containing 1.202 acres of land more or less, according to a survey made by J. Revell Carr, Registered Surveyor, November, 1949. Reference is hereby made to the said deed and plat therein mentioned for a more complete and accurate description of the property hereby intended to be conveyed.

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Filed 20 Sept., 1955.

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

TO HAVE AND TO HOLD the aforesaid parcel of ground and premises unto and to the proper use and benefit of the said Agnes E. Bartgis, Executrtx of Russell C. Bartgis, deceased, her successor - - - - - - - ~~heirs~~ and assigns, forever.

PROVIDED, that if the said Roy Noble - - -

his - - - - - - -heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of Four Hundred ($400.00) - - - - - - - - - - Dollars, and all interest thereon accrued, when and as the same may be due and payable, and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND it is agreed that, until default be made in the premises, the said Roy Noble his heirs and assigns - - - - - - - - - - - - - - - - - shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said

for heirs, personal representatives and assigns, do hereby covenant to pay when legally demandable. But if default be made in payment of said money, or the interest thereon to accrue in any part of either of them, at any time limited for the payment of the same, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall be deemed due and demandable, and it shall be lawful for the said **Agnes E. Bartgis, Executrix,**

her successor - - - - - - - - - - - - - - - - personal representatives or assigns, or **John S. Strahorn, her or** - - - - - - - - - - their Attorney or Agent, at any time after such default, to sell the property hereby mortgaged or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her or their heirs or assigns, and which sale shall be made in the manner following, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in **Anne Arundel** - - - county, and such other notice as by the said Mortgagee **her successor** personal representatives or assigns, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds, arising from such sale, to apply: First, to the payment of all expenses incident to such sale, including a fee of **Fifty** - - - - - - - dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all claims of the said Mortgagee **her succes-sor** and assigns under this Mortgage, whether the same shall have been matured or not, and the surplus (if any there be) shall be paid to the said Mortgagor **his** personal representatives or assigns, or to whoever may be entitled to the same.

AND the said Mortgagor for **himself and his** heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this Mortgage and a commission on the total amount of the Mortgage indebtedness, principal and interest, equal to one-half the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for **Anne Arundel** - - - - - County in Equity, which said expenses, costs and commission the said Mortgagor for **himself and his** heirs, personal representatives and assigns, do **es** hereby - - - - - - - covenant to pay, and the said Mortgagee, **her successor** personal representatives or assigns, or **John S. Strahorn her or** their said Attorney, shall not be required to receive the principal and interest only, of said Mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, costs, expenses and commission.

AND the said

for 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 personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least

Dollars, and to cause the policy to be affected thereon, to be so framed or endorsed, as in case of fire, to inure to the benefit of the said Mortgagee personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagee personal representatives and assigns.

WITNESS the hand and seal of the said Mortgagor

TEST:

William J. Boehm. — Roy Noble. (SEAL)

(SEAL)

(SEAL)

(SEAL)

4

LIBER 93 PAGE 480

LIBER 561 PAGE 210

Received for Record 20 Day of SEPT 1955, at 3 P.M. and the same day recorded in Liber G.H.G. No. 561 Fol. 210 Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk
1.00 PD

ASSMT

STATE OF MARYLAND, Anne Arundel - - - COUNTY, TO WIT:

I Hereby Certify, that on this 11th day of March, in the year nineteen hundred and fifty before me a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Roy Noble, the Mortgagor named in the aforegoing Mortgage and he acknowledged the aforegoing Mortgage to be his act. At the same time also appeared John S. Strahorn, agent of the said mortgagee, - and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth; and he further made oath that he is the agent of the said mortgagee, and as such agent authorized to make this affidavit.

William J. Boehm
William J. Boehm. Notary Public.

Recorded-14th-March-1950-at-12:30-P.M.

WILLIAM J. BOEHM NOTARY PUBLIC

September 17, 1955

FOR VALUE RECEIVED, I hereby assign the within Mortgage unto Basil E. Moore, Jr for purposes of foreclosure.

WITNESS:
Mildred P. Brice
Mildred P. Brice
C. Maurice Weidemeyer (SEAL)
C. Maurice Weidemeyer

Filed in Equity Cert $11,488

MORTGAGE

FROM

Roy Noble.

TO

Agnes E. Bartgis, Executrix of Russell C. Bartgis, dec'd

BLOCK NO.

Received for Record 14 Mar., 1950 at 12:30 o'clock P. M. Same day recorded in Liber J.H.G. No. 561 Folio 207 &c., one of the Land Records of A. A. Co. examined per John H. Hopkins, Clerk.

Cost of Record, $

John S. Strahorn,
Lawyer,
Annapolis, Maryland.

The Daily Record Company, Baltimore, Md.

Return to C. Maurice Weidemeyer 236 Main St Annapolis Md

September 17, 1955

FOR VALUE RECEIVED, I hereby assign and transfer the within Mortgage unto C. Maurice Weidemeyer.

Witness:
Mildred P. Brice
Mildred P. Brice
Agnes E. Bartgis (SEAL)
Agnes E. Bartgis, Executrix of Estate of Russel C. Bartgis, Deceased

Received for Record 5 Day of Sept. 1955, at 1:25 P.M. and the same day recorded in Liber G.H.G. No. 561 Fol. 210 Records of Anne Arundel County
GEORGE T. CROMWELL, Clerk
Pd. 1.00

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF ROY NOBLE : IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: EQUITY NO. 11,488

.....

STATEMENT OF ACCOUNT

Original amount of Mortgage, 3/11/1950		$400.00
Interest 3/11/50 to 9/11/50		12.00
		412.00
Received on account - September 11, 1950		50.00
		362.00
Interest 9/11/50 to 3/11/51		10.86
		372.86
Received on account - March 11, 1951.		10.50
		362.36
Interest 3/11/51 to 9/11/55 (27%)		97.84
	Balance to September 11, 1955. .	$460.20
County and State Taxes for 1952, 1953, 1954 and 1955, Paid by Assignee of Mortgage		35.91
		$495.91

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17th day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Maurice Weidemeyer, who made oath in due form of law that he is the holder of the Mortgage by virtue of an Assignment dated September 7, 1955 and that the foregoing constitutes a true and just account of the balance remaining due on said Mortgage.

C. Maurice Weidemeyer
C. Maurice Weidemeyer

WITNESS my hand and Notarial Seal.

Basil E. Moore, Jr.
Basil E. Moore, Jr.-Notary Public

BASIL E. MOORE, JR. NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Filed 20 Sept., 1955.

LIBER 93 PAGE 482

No. 11,488 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, Basil E. Moore, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of One Thousand Dollars ($1,000.00) 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 22nd day of September, 1955

WHEREAS by virtue of a power of sale contained in a mortgage from Roy Noble, unmarried, to Agnes E. Bartgis, Executrix of the Estate of Russell C. Bartgis (No. 11,488 Equity) bearing date on or about March 11, 1950, the said Basil E. Moore, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said Basil E. Moore, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Basil E. Moore, Jr. 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

Basil E. Moore, Jr. SEAL
Principal

GLOBE INDEMNITY COMPANY, a body corporate,

By _____
Margaret B. Hendrix, Attorney-in-fact.
Surety

Approved this 22 Sept, 1955
George T. Cromwell, Clerk

Filed 22 Sept, 1955

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

BASIL E. MOORE, JR.
Attorney at Law
236 Main Street
Annapolis, Maryland

ASSIGNEE'S SALE

— OF VALUABLE —

Fee Simple Property

Under and by virtue of the power of sale contained in a mortgage from Roy Noble to Agnes E. Bartgis, Executrix of Estate of Russell C. Bartgis, late of Anne Arundel County, deceased, dated 11th day of March, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 561, folio 207 (default having occurred thereunder) the undersigned Assignee for the purpose of foreclosure of said mortgage, will offer for sale by public auction at the Court House door, Anne Arundel County Court House, Church Circle, Annapolis, Maryland, on

MONDAY, OCTOBER 17th, 1955

AT 11 O'CLOCK A.M.

the property described in said mortgage situate, lying and being in the Second Election District of Anne Arundel County, State of Maryland, and described as follows:

Beginning for the same at an iron pipe at the end of the first line of the conveyance by Elizabeth V. D. Williams to Russell C. Bartgis by deed dated December 29, 1941, and recorded among the aforesaid Land Records in Liber J.H.H. No. 250, folio 359, of which this description is a part, said beginning point being also the northeast corner of the conveyance by William G. Williams and wife to the said Russell C. Bartgis by deed dated September 10, 1923, and recorded among the aforesaid Land Records in Liber W.M.B. No. 27, folio 439 and running thence with the magnetic meridian referred to the meridian of the first mentioned conveyance, and with the second and third and part of the fourth line of said conveyance, and also the easternmost line of the second mentioned conveyance, south 3 degrees 30 minutes west 331.35 feet to another iron pipe now set on the North side of Defense Highway, thence leaving the second mentioned conveyance and running with the North side of said highway, south 86 degrees 30 minutes east 158 feet to another iron pipe now set; thence leaving said highway and running north 3 degrees 30 minutes east 331.35 feet to another iron pipe now set, thence leaving the outline and running across the whole lot of which this conveyance is a part, north 86 degrees 30 minutes west 158 feet to the point of beginning. Containing 1.202 acres, more or less, according to a plat made by J. Revell Carr, Surveyor, filed with the deed from Agnes E. Bartgis, Executrix of the Estate of Russell C. Bartgis, deceased, to Roy Noble, dated March 11, 1950, and recorded among the aforesaid Land Records in Liber J.H. H. No. 561, folio 203.

Being the same property conveyed to the said Roy Noble by the aforementioned deed from Agnes E. Bartgis, Executrix of the Estate of Russell C. Bartgis, deceased.

TERMS OF SALE: A cash deposit of Ten (10) per cent will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses and all other assessments to be adjusted to date of sale.

BASIL E. MOORE, JR.
Assignee For Purpose of Foreclosure

Filed 18 Oct., 1955.

Annapolis, Maryland

This is to certify that I have on this 17th day of October, 1955, sold the property described in the advertisement on the reverse side, in the Second Election District of Anne Arundel County and more particularly described in a deed dated March 11, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 561, folio 203 from Agnes E. Bartgis, Executrix of the Estate of Russell C. Bartgis, deceased, to Roy Noble, at and for the sum of Six Hundred & Twenty Five Dollars ($ 625.00) to C. Maurice Weidemeyer & Carolyn Weidemeyer, his wife then and there being the highest bidder for the property.

George W. Scible, Auctioneer

I hereby certify that I have on this 17th day of October, 1955 purchased from Basil E. Moore, Jr., Assignee for the Purpose of Foreclosure, the above described property at and for the sum of Six Hundred Twenty-Five - - - - - - - - - - Dollars ($ 625.00) and have made a cash deposit this day of Six Hundred Twenty-Five Dollars ($ 625.00), and do hereby agree to comply with the terms of the sale.

C. Maurice Weidemeyer
Purchaser
Carolyn Weidemeyer, per C.M.W.

Filed 18 Oct., 1955

IN THE MATTER OF THE MORTGAGE REAL ESTATE OF ROY NOBLE	:	IN THE CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 11,488

.....

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Report of Sale of Basil E. Moore, Jr., Assignee for the Purpose of Foreclosure, respectfully shows:

That under and by virtue of the power of sale contained in a mortgage from Roy Noble to Agnes E. Bartgis, Executrix of the Estate of Russell C. Bartgis, late of Anne Arundel County, deceased, dated 11th day of March, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 561, folio 207, which mortgage was then assigned for value unto C. Maurice Weidemeyer, which mortgage was duly assigned to the undersigned for the purpose of foreclosure, to make sale of the property therein described in case of default, and default having occured thereunder, after having given due notice of the time and place, manner and terms of sale by advertisement in the Evening Capital, a newspaper published in Anne Arundel County and having complied with all the other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction at the Court House door (Church Circle entrance), Annapolis, Maryland, on October 17, 1955 at 11 o'clock a.m., and then and there sold the said property to C. Maurice Weidemeyer and Carolyn Weidemeyer, his wife, at and for the sum of Six Hundred Twenty-Five Dollars ($625.00), they being at that figure the highest bidders therefor, said property being the following described property.

BEGINNING FOR THE SAME at an iron pipe at the end of the first line of the conveyance by Elizabeth V. D. Williams to Russell C. Bartgis by deed dated December 29, 1941,

Filed 18 Oct., 1955

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and recorded among the aforesaid Land Records in Liber J.H.H. No. 250, folio 359, of which this description is a part, said beginning point being also the northeast corner of the conveyance by William G. Williams and wife to the said Russell C. Bartgis by deed dated September 10, 1926, and recorded among the aforesaid Land Records in Liber W.M.B. No. 27, folio 439 and running thence with the magnetic meridian referred to the meridian of the first mentioned conveyance, and with the second and third and part of the fourth line of said conveyance, and also the easternmost line of the second mentioned conveyance, south 3 degrees 30 minutes west 331.35 feet to another iron pipe now set on the North side of Defense Highway, thence leaving the second mentioned conveyance and running with the North side of said highway, south 86 degrees 30 minutes east 158 feet to another iron pipe now set; thence leaving said highway and running north 3 degrees 30 minutes east 331.35 feet to another iron pipe now set, thence leaving the outline and running across the whole lot of which this conveyance is a part, north 86 degrees 30 minutes west 158 feet to the point of beginning. Containing 1.202 acres, more or less, according to a plat made by J. Revell Carr, Surveyor, filed with the deed from Agnes E. Bartgis, Executrix of the Estate of Russell C. Bartgis, deceased, to Roy Noble, dated March 11, 1950, and recorded among the aforesaid Land Records in Liber J.H.H. No. 561, folio 203.

BEING the same property conveyed to the said Roy Noble by the aforementioned deed from Agnes E. Bartgis, Executrix of the Estate of Russell C. Bartgis, deceased.

And the said Assignee further reports that he has received from the purchasers the total purchase price, to wit, Six Hundred Twenty-Five Dollars ($625.00)

Terms of Sale: A cash deposit of Ten (10) per cent will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses and all other assessments to be adjusted to date of sale.

Basil E. Moore, Jr.
Assignee For Purpose of Foreclosure

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 17" day of October, 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Basil E. Moore, Jr., Assignee For the Purpose of Foreclosure of the aforementioned mortgage, and made oath in due form of law that the facts stated in the foregoing Report of Sale are true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Notary Public

ORDER NISI

LIBER 93 PAGE 488

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXXX~~
Roy Noble

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,488 Equity

Ordered, this 18 day of October, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Basil E. Moore, Jr., Assignee for Purpose of Foreclosure, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of November next.

The report states that the amount of sale ~~xxxxxx~~ was $625.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 18 Oct., 1955.

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Roy Noble

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 26th day of November, 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 26 Nov., 1955.

LIBER 93 PAGE 489

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,488

Roy Noble

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 21st day of November, 1955. The first insertion being made the 19th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 823

Filed: 26 Nov. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,488 EQUITY

In the Matter Of The Mortgaged Real Estate Of ROY NOBLE.

Ordered, this 18th day of October, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Basil E. Moore, Jr., Assignee for Purpose of Foreclosure, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of November next.

The report states that the amount of sale was $625.00.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

In the Case of

In the Matter of the
Mortgaged Real Estate
~~of~~
of
Roy Noble

In the

Circuit Court

For

Anne Arundel County

No. 11,488 Equity

To the Honorable, the Judges of said Court:

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

December 7, 1955

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

Filed 8 Dec., 1955.

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Dr. In the Matter of the Mortgaged Real Estate of Roy Noble in ac.

To Assignee for Fee, viz:	50 00		
To Assignee for Commissions, viz:	40 30		90 30
To Assignee for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	28 00		
Auditor - stating this account	13 50		51 50
To Assignee for Expenses, viz:			
Capital-Gazette Press - advertising sale	41 25		
Capital-Gazette Press - order nisi (sale	8 00		
Capital-Gazette Press - order nisi (acct	6 00		
Speer Publications, Inc. - handbills	20 01		
Globe Indemnity Co. - bond premium	10 00		
George W. Scible - auctioneer's fee	15 00		
One-half Federal documentary stamps		55	
One-half State documentary stamps		55	101 36
To C. Maurice Weidemeyer, Assignee of the mortgage filed in these proceedings - this balance on account mortgage claim	382 78		382 78
			625 94
Amount of mortgage claim filed	495 91		
Cr. Amount allowed above	382 78		
Balance subject to decree in personam	113 13		

15

with Basil E. Moore, Jr., Assignee Cr.

1955							
Oct.	17	Proceeds of Sale		625	00	625	00
		Refund 1955 State and County taxes- 2 months 14 days			94		94
						625	94

LIBER 93 PAGE 493

ORDER NISI

In the Matter of the

Mortgaged Real Estate

~~VERSUS~~

of

Roy Noble

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,488 Equity.

ORDERED, This 8 day of December, 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 11 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11 day of January next.

Filed 8 Dec., 1955. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th day of April, 1956, 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
1956 APR 18 PM 3:36

LIBER 93 PAGE 494 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. 11,488 EQUITY

In the Matter of the Mortgaged Real Estate of ROY NOBLE.

Ordered, this 8th day of December, 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 11th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 11th day of January next.

GEORGE T. CROMWELL, Clerk,
GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

d-24

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 25, 1956

We hereby certify, that the annexed

Order Nisi - Eq. 11,488.
Auditor account.

Roy Noble

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 11th day of January, 1956. The first insertion being made the 10th day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

FILED

No. E.C. 5014 1956 APR 18 AM 10:52 By N. Tilghman

18

LIBER 93 PAGE 495

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM H. HARVEY, Jr.,	:	(In Equity)
		No. 11,435

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 William H. Harvey, Jr., to the Baltimore Federal Savings and Loan Association, dated September 14th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 783 folio 91.

Walter S. Calwell
Attorney Named in Mortgage

Filed 29 July, 1955.

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

LIBER 783 PAGE 91

MARYLAND

LIBER 93 PAGE 496

No. 11,435 Equity

MORTGAGE

THIS MORTGAGE, made this 14th day of September, A. D. 1953, by and between WILLIAM H. HARVEY, JR.

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-FOUR HUNDRED AND No/100ths Dollars ($ 9400.00), 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-two and 25/100ths Dollars ($ 52.25), commencing on the first day of October, 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 September, 1978. 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:

BEING KNOWN AND DESIGNATED as Lot No. 111 on the Plat of Belvedere Heights, which plat is dated February, 1953 and was recorded among the Plat Records of Anne Arundel County on March 13th, 1953.

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 The Bedford Holding Company to the Mortgagorx herein.

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

16—42890-5

Plaintiff's Exhibit A
Filed 29 July, 1955.

2.

LIBER 93 PAGE 497

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 Ninety Dollars ($90.00) payable half-yearly on the 14th 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.

LIBER 93 PAGE 498

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.

LIBER 93 PAGE 499

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. [SEAL]
JOHN R. HOLLAND, JR.

William H. Harvey Jr. [SEAL]
WILLIAM H. HARVEY, JR.

[SEAL]

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit: LIBER 783 PAGE 95

I HEREBY CERTIFY, That on this 14th day of September, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared WILLIAM H. HARVEY, JR. the above named Mortgagors, and he acknowledged the foregoing mortgage to be his 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

Application No. 31440
Written by J.M.
Examiner
Approved by
Ready for Record

Recorded- 18th Sept., 1953, at 9 A.M.

STATE OF MARYLAND

Mortgage

FROM

WILLIAM H. HARVEY, JR.

TO

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 18 Sept. 19 53 at 9 o'clock A M.
Same day recorded in Liber 783 Folio 95 &c., No. 783 Folio 95 &c., one of the Land Records of A.A. Co.
and examined per
Cost of Record, $ 5.00
Clerk.

U. S. GOVERNMENT PRINTING OFFICE 16—43865-4

500—1-54.

LIBER 93 PAGE 500

WALTER S. CALWELL,

Attorney Named in Mortgage

VS.

WILLIAM H. HARVEY, JR.,

IN THE

ANNE ARUNDEL

Circuit Court for ~~Baltimore~~ County

IN EQUITY.

No. 11,435

STATEMENT OF MORTGAGE DEBT

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

under the mortgage from said William H. Harvey, Jr.,

to said Baltimore Federal Savings and Loan Association

dated the 14th day of September 19 53, and recorded among the Land Records of ~~Baltimore~~ Anne Arundel County in Liber J.H.H. No. 783 Folio 91

Amount of Mortgage	$9400.00
Less - amount paid on principal	327.83
	9072.17
Plus - interest to 8/25/1955	300.66
	9372.83
Less - balance in expense account	9.58
	9363.25

CITY

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

I HEREBY CERTIFY, that on this 24th day of August 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, Vice President of Baltimore Federal Savings and Loan Association, holdar 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

NOTARY PUBLIC BALTIMORE MARYLAND

Filed 24 Aug., 1955

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~~Mortgage and~~ Attorney's Bond. 1-369

LIBER 93 PAGE 501

174895

No. 11,435 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 NINETY-FIVE HUNDRED AND 00/100 ($9500.00) - - - - - - - - - - - - - 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 22nd day of August 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 William H. Harvey Jr. to the Baltimore Federal Savings & Loan Association bearing date the 14th day of September nineteen hundred and fifty-three and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. No. 783, Folio 91, and

is about to sell the land and premises described in said Mortgage Lot #111 Belvedere Heights, 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 - - - - - - - - - - - - - - - - - - - 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:

J B Davis Jr
Assistant Secretary
J.B.Davis Jr.

Walter S. Calwell (Seal)
Walter S. Calwell

(Seal)

(Seal)

NEW AMSTERDAM CASUALTY COMPANY

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

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

approved this 24 Aug 1955
George T. Cromwell, Clerk
Filed 24 Aug, 1955

LIBER 93 PAGE 502 No. 11,435 Equity

MILITARY AFFIDAVIT

Docket folio

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 24th day of August 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 William H. Harvey, Jr.,

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 he has not been ordered to report for induction under the Selective Training and Service Act of 1940, that he is not a member of the Enlisted Reserve Corps, and has not been ordered to report for service therein, ~~that~~ ~~is~~ ~~has~~ and that the Affiant's sources of information was the family of the Defendant.

Walter S. Calwell

Walter S. Calwell - Affiant

Clara M. Link

Clara M. Link - Notary Public

CLARA M. LINK NOTARY PUBLIC BALTIMORE CITY

Filed 29 Aug., 1955

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

ATTORNEY'S SALE
OF VALUABLE
LEASEHOLD PROPERTY

Under and by virtue of the powor and authority contained in a Mortgage from William H. Harvey, Jr., to the Baltimore Federal Savings and Loan Association, dated September 14th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 783 folio 91 (default having occurred thereunder) the undersigned, Attorney, will sell at Public Auction on the premises on

THURSDAY, AUGUST 25TH, 1955,
AT 2 P. M. (E. D. T.)

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. 111 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and was recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4 Rod G-5 Plat No. 6.

Subject to the payment of an annual ground rent of $90.00, and to any restrictive covenants and Utility Agreements, of record, affecting the property.

The improvements whereon consist of a 1½ story frame bungalow, containing 4 rooms, 1 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 money 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.,
Auctioneers.
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LIBER 93 PAGE 503

WALTER S. CALWELL, Attorney Named in Mortgage	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY
WILLIAM H. HARVEY, Jr.	:	(In Equity)
	:	No. 11,435

TO THE HONORABLE THE JUDGE OF SAID COURT:-

The Report of Sale of Walter S. Calwell, Attorney Named in Mortgage, dated September 14th, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 783 folio 91 from said William H. Harvey, Jr., 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 "Maryland Gazette" a newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, Walter S.Calwell, Attorney, under and by virtue of the power and authority contained in said Mortgage (after default having occurred thereunder) did, pursuant to said notice, on the 25th day of August, 1955 at two P.M. (E.D.T.) attend on the premises and then and there sold the leasehold property situate, lying and being in Anne Arundel County -

Being known and designated as Lot No. 111 on the Plat of Belvedere Heights, which Plat is dated February, 1953 and duly recorded among the Land Records of Anne Arundel County in Cabinet No. 4 Rod G-5 Plat No. 6, in the proceedings mentioned, 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 29 Aug., 1955.

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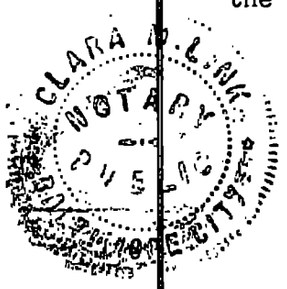
The property was sold to Baltimore Federal Savings and Loan Association, subject to the payment of an annual ground rent of Ninety ($90.00) Dollars, at and for the price of Ninety-four Hundred fifty ($9450.00) Dollars, said purchaser being then and there the highest bidder.

Walter S. Calwell
Attorney Named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 26th day of August, 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

ORDER NISI

LIBER 93 PAGE 505

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

WILLIAM H. HARVEY, Jr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,435 Equity

Ordered, this 29 day of August, 1955, 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 3 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of October next.

The report states that the amount of sales ~~to be~~ was $ 9,450.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 29 Aug., 1955.

WALTER S. CALWELL,

Attorney Named in Mortgage

versus

WILLIAM H. HARVEY, Jr.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of October, 1955, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson, Judge

Filed: 4 Oct. 1955

LIBER 93 PAGE 506

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,435 Equity
WALTER S. CALWELL, Attorney Named in Mortgage
Vs.
WILLIAM H. HARVEY, JR.

Ordered this 29th day of Augnst, 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 cnuse to the controry thereof be shown on or before the 3rd day of Octnber next; Provided, a copy of this Order be Inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of October next.

The report states that the amount of sales was $9,450.09.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

8-22

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 30, 1955

We hereby certify, that the annexed

Order Nisi - Eq. 11435

William H. Harvey, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of October, 1955. The first insertion being made the 1st day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

Filed: 1 Oct. 1955

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LIBER 93 PAGE 507

In the Case of

Walter S. Calwell,

Attorney named in Mortgage

vs.

William H. Harvey, Jr.

In the

Circuit Court

For

Anne Arundel County

No. 11,435 Equity

To the Honorable, the Judges of said Court:

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

October 26, 1955

All of which is respectfully submitted.

Laura K. Fiehling
Auditor.

Dr. Walter S. Calwell, Attorney named in Mortgage, Vs. William H. Harvey, Jr. in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	313	50	363	50
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account	13	50	51	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	25	32		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct.)	6	00		
New Amsterdam Casualty Co. - bond premium	38	00		
E. T. Newell & Co., Inc. - auctioneer's fee	25	00		
One-half Federal documentary stamps	5	23		
One-half State documentary stamps	5	22		
Clara M. Link - notary fees	1	25	114	02
To Attorney for Ground Rent, viz:				
Ground rent of $90.00 due 3/14/55 - adjusted to 8/25/55 - 5 mos. 11 days	40	25	40	25
To Baltimore Federal Savings & Loan Ass'n, mortgagee - this balance on account mortgage claim	8,915	07	8,915	07
			9,484	34
Amount of mortgage claim filed	9,363	25		
Cr. Amount allowed above	8,915	07		
Balance subject to decree in personam	448	18		

with

Walter S. Calwell, Attorney named in Mortgage

Cr.

1955						
Aug.	25	Proceeds of Sale	9,450	00	9,450	00
		Refund 1955 State and County taxes ($98.17) - 4 months 6 days	34	34	34	34
					9,484	34

LIBER 93 PAGE 510

ORDER NISI

Walter S. Calwell,

Attorney named in Mortgage

VERSUS

William H. Harvey, Jr.

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,435 Equity.

ORDERED, This 8th day of November, 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 12th 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 12th day of December next.

George T. Cromwell

Filed: 8 Nov. 1955

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 13th day of December, 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: [illegible]

LIBER 93 PAGE 511

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 26, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,435

Auditor account

William H. Harvey, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 12th day of December, 1955. The first insertion being made the 10th day of November, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 12 Dec., 1955.

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,435 Equity
WALTER S. CALWELL, Attorney named in Mortgage
Vs.
WILLIAM H. HARVEY, JR.

Ordered, this 8th day of November, 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 12th 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 12th day of December next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

n-24

No. M.G. 1606

17

MAXINE M. WILLIAMS, widow
Clinton, Oklahoma
Plaintiff

vs.

EMMA WILLIAMS, widow
Terre Haute, Indiana
and
JESSIE WILLIAMS and
R. A. WILLIAMS, her husband
48 Orchard Terrace
Lombard, Illinois
and
MILLIE LINDENBERG and
WILLIAM LINDENBERG, her husband
New Athens, Illinois
and
NELLIE C. MILLER and
DAN C. MILLER, her husband
3525 Oak Avenue
Brookfield, Illinois,
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,470 Equity

Filed 6 May, 1952.

BILL OF COMPLAINT

TO THE HONORABLE THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That Harry E. Williams, late of Washington, District of Columbia, deceased, departed this life intestate on 3 January 1950, seized of all those two (2) lots or parcels of land known and designated as Lots Nos. One (1) and Two (2), Block Seventy (70), as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E", located in Anne Arundel County, State of Maryland.

AND, your Oratrix herewith files a certified copy of the deed by which the said Harry E. Williams acquired title to the aforesaid land, marked "Plaintiff's Exhibit 'A'", and prays that the same be taken as a part hereof.

2. That the said Harry E. Williams was married to your Oratrix at the time of his death and left as his only heirs at law your Oratrix and his father, Leroy Williams, of Terre Haute, Indiana.

3. That your Oratrix, Maxine M. Williams, was appointed Administratrix of the estate of her deceased husband, Harry W. Williams, by the Orphans' Court for Anne Arundel County, as will more fully appear in the Probate Records of said Court, in a proceeding known as Case No. 7735.

4. That the said Leroy Williams, who intermarried with the Defendant, Emma Williams, died intestate on 30 November 1950 and left as his heirs at law his widow, Emma Williams, and three (3) children by a former marriage, namely: Jessie Williams, Millie Lindenberg and Nellie C. Miller; all of whom are adults and Defendants herein; and that the said Jessie Williams is intermarried to the said R. A. Williams, the said Millie Lindenberg with William Lindenberg, and the said Nellie C. Miller with the said Dan C. Miller.

5. That the said Emma Williams has been appointed Administratrix of the estate of Leroy Williams in the State of Indiana.

6. That the said lots are improved by a summer dwelling which is now in the possession of your Oratrix; and since the death of her husband, Harry E. Williams, your Oratrix has expended the sum of Two Hundred Sixty Dollars and Six Cents ($260.06) for taxes, insurance, repairs and improvements on the said property.

7. That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest herein as above stated, and that in order to make division of said interests, it will be necessary that said real estate be sold and that the proceeds thereof divided amongst the parties thereto according to their several interests.

TO THE END, THEREFORE,

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1. That the Court assume jurisdiction over said property and decree a sale thereof.

2. That a Trustee be appointed with full power to make said sale.

3. That the proceeds of said sale after the deduction of all proper costs, expenses and allowances be distributed between the parties hereto in accordance with their respective interests in said property.

4. And for such other and further relief as the case may require.

May it please your Honors to grant unto your Oratrix an Order of Publication to be inserted in some newspaper published in Anne Arundel County once a week for four (4) successive weeks, OR, in the alternative, to be personally served on the Defendants, all non-residents of the State of Maryland, to be and appear in this Court on a day to be named therein to show cause, if any they may have, why a decree should not be passed as prayed.

AND, as in duty bound, etc.

McWilliams, Evans & Melvin

McWilliams, Evans & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitors for Plaintiff

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PLAINTIFF'S EXHIBIT "A"

LIBER 93 PAGE 515

THIS DEED Made this 16th day of November in the year of our Lord one thousand nine hundred and Thirty-Six, by and between Nelle M. Roche of District of Columbia, party of the first part and Harry E. Williams of Alexandria, Virginia party of the second part:

WITNESSETH, that in consideration of Sixty ($60.00) Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said party of the first part does grant and convey unto Harry E. Williams party of the second part, his heirs and assigns, in fee simple, all her piece or parcel of ground situate, lying and being in Anne Arundel County State of Maryland, being the same land which the said party of the first part Nelle M. Roche obtained from Herald Harbor, Incorporated, a Delaware corporation by deed dated the 28th day of July 1926, recorded in the Land Records of Anne Arundel County, W.M.B. in Liber 30 at folio 129 and being described as follows, to wit: Lots Numbered One (1) and Two (2) in Block numbered Seventy (70), as shown on a certain map entitled "Herald Harbor on the Severn Amended Map of Section E. Edward W. Digges, Chief Engineer, November, 1924, being subdivision of land formerly known as the Hall and Kyle tracts, said plat being recorded in plat book WNW 3, at folio 31, of the Land Records of said County; together with all improvements thereupon made or being; and all and every , the rights, alleys, ways, privileges, appurtenances and advantages, to the same belonging or in any wise appertaining; subject however, to the covenants and restrictions of record, and to the following covenants and restrictions;

1. No part of said premises shall be used for a hospital asylum, cemetery, a place of burial, nor for any factory, manufacturing, or for any business or trade whatsoever.

2. No building shall be erected on said premises except a private dwelling house which shall not stand nearer the

Filed 6 May, 1952

Examiner's Exhibit No. 2
Williams vs Williams, widow, et al.
No. 10,470 Equity
filed 5-6-55 cwc
OH

Refiled 2 June, 1955

road or trail line than fifteen feet and shall cost not less than Eight Hundred dollars and a suitable garage, which garage shall not be erected nearer the road or trail line than seventy-five feet except on the two corner lots and there,not nearer than thirty feet from the abutting road or trail on the side of said lots.

3. No building, tent or other place of habitation shall be erected on said premises, nor shall said premises be other wise occupied without a properly covered cesspool or privy containing a concrete or otherwise water-tight receptable to contain sewerage or human evaculations. No garbage or other refuse shall be allowed or permitted in or on said premises except inproper covered exceptacles, No privy, cesspool or other means for the disposal or reception of offal or sewerage shall be constructed, permitted or allowed within 100 feet of any cistern, waterway or public well.

4. No sewerage or refuse shall be emptied into the Severn, on the shores thereof, or into any cove, inlet. stream or waterway connected therewith.

5. No building or structure whatever, other than proper tent, shall be erected on said premises without a gable roof, nor for use other than a private dwelling. No barn or stable or hennery shall be erected on said premises without the consent in writing of the secretary of the Herald Harbor Country Club.

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

7. No signs, billboards or advertising matter of any kind shall be placed upon said premises without the written consent of the party of the first part.

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The party of the first part reserve to themselves the right to waive any or all of these restrictions at any time and such waiver shall not effect their right to enforce these restrictions on the balance of the tract. Said restrictions to run with the land and to be especially recited in all future conveyances.

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 above described piece or parcel of ground and premises above described or mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances, and advantages thereto belonging or appertaining unto and to the only proper use, benefit and behoof forever of the said second part, his heirs or assigns in fee simple.

AND the said party of the first part covenants that she will warrant specially and generally the property hereby conveyed; that she is seized of the land hereby conveyed; that she has a right to convey said land; that the said party of the second part shall quietly enjoy said land; that she has done no act to encumber said land; and that she will execute such further assurances of said land as may be requisite.

WITNESS hand and seal.

TEST: HERBERT KADISHIER NELLIE M. ROCHE (SEAL)

(NOTARIAL SEAL)

SUBSCRIBED & sworn to before me a Notary Public in and for the District of Columbia this 18th day of November 1936.

Ralph Peterson, Notary Public

My Commission expires January 1, 1940.

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CITY OF WASHINGTON DISTRICT OF COLUMBIA SS:

I HEREBY CERTIFY that on this eighteenth day of November 1936, before the subscriber, a Notary Public in and for the District of Columbia personally appeared Nellie M. Roche and did each acknowledge the aforegoing deed to be her free act.

IN TESTIMONY WHEREOF , I have affixed my official seal this eighteenth day of November A.D. 1936.

RALPH J. PETERSON

(NOTARIAL SEAL) NOTARY PUBLIC

My Commission expires January 1, 1940.

Recorded 20th Nov. 1936 at 1:30 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. No. 150 Folio 591 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 17th day of April A.D. 1952.

John H. Hopkins, 3rd.

John H. Hopkins, 3rd., Clerk

MAXINE M. WILLIAMS, widow
Clinton, Oklahoma
Plaintiff

vs.

EMMA WILLIAMS, widow
Terre Haute, Indiana
and
JESSIE WILLIAMS and
R. A. WILLIAMS, her husband
48 Orchard Terrace
Lombard, Illinois
and
MILLIE LINDENBERG and
WILLIAM LINDENBERG, her husband
New Athens, Illinois
and
NELLIE C. MILLER and
DAN C. MILLER, her husband
3525 Oak Avenue
Brookfield, Illinois
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,470 Equity

Filed 6 May, 1952.

ORDER OF PUBLICATION

The object of this suit is to procure a decree authorizing and directing the sale of the property known and designated as Lots Nos. One (1) and Two (2), Block Seventy (70), as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E", located in Anne Arundel County, State of Maryland.

The Bill of Complaint recites that Harry E. Williams, late of Washington, District of Columbia, deceased, departed this life intestate on 3 January 1950, seized of all those two (2) lots or parcels of land known and designated as Lots Nos. One (1) and Two (2), Block Seventy (70), as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E".

That the said Harry E. Williams was married to your Oratrix (Maxine M. Williams) at the time of his death and left as his only heirs

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at law your Oratrix and hie father, Leroy Williams, of Terre Haute, Indiana.

Your Oratrix, Maxine M. Williams, was appointed Administratrix of the estate of her deceased husband, Harry E. Williame, by the Orphans' Court for Anne Arundel County, as will more fully appear in the Probate Records of said Court in a proceeding known as Case No. 7735.

That the said Leroy Williams, who intermarried with the Defendant, Emma Williams, died intestate on 30 November 1950 and left as his heirs at law his widow, Emma Williame, and three (3) children by a former marriage, namely: Jesele Williams, Millie Lindenberg and Nellie C. Miller; all of whom are adults and Defendants herein: and that the said Jeesie Williams is intermarried to the said R. A. Williams, the said Millie Lindenberg with William Lindenberg, and the said Nellie C. Miller with the said Dan C. Miller.

The said Emma Williame has been appointed Administratrix of the estate of Leroy Williams in the State of Indiana.

That the said lots are improved by a summer dwelling which is now in the possession of Maxine M. Williams; and since the death of her husband, Harry E. Williams, the said Maxine M. Williams has expended the sum of Two Hundred Sixty Dollars and Six Cents ($260.06) for taxes, insurance, repairs and improvements on the said property.

That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest herein as above stated, and that in order to make division of said interests, it will be necessary that said real estate be sold and that the proceeds

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thereof divided amongst the parties thereto according to their several interests.

It is thereupon, this 6 day of May, 1952, ORDERED, by the Circuit Court for Anne Arundel County, that the plaintiff cause a copy of this order to be inserted in some newspaper published in Anne Arundel County in each of four (4) successive weeks before the 16 day of June, 1952, giving notice to the said Defendants, Emma Williams, Jessie Williams, R. A. Williams, Millie Lindenberg, William Lindenberg, Nellie C. Miller and Dan C. Miller, of the object and substance of this Bill of Complaint and warning them to appear in this Court in person or by solicitor before the 2 day of July, 1952 to show cause, if any they may have, why a decree ought not to be passed as prayed.

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

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LIBER 93 PAGE 522

MAXINE M. WILLIAMS, widow,	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
EMMA WILLIAMS, widow, et al.	*	No. 10,470 Equity

* * *

AFFIDVAIT OF SERVICE

STATE OF MARYLAND)
) ss.
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 28th day of May 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MATTHEW S. EVANS, attorney for the plaintiff in the above entitled case, and made oath in due form of law that he sent by registered mail, return receipt requested, to the defendants a true copy of the Declaration and Order of Publication filed in this case, and that on 19 May 1952, he received from the Post Office Department in Annapolis, Maryland, return receipts signed by the defendants, Jessie Williams and R. A. Williams; that on 20 May 1952, he received return receipts signed by the defendants, Millie Lindenberg and William Lindenberg; that on 23 May 1952, he received return receipt signed by the defendant, Emma Williams; and that on 24 May 1952, he received return receipts signed by the defendants, Nellie C. Miller and Dan C. Miller; which said return receipts are attached hereto.

WITNESS my hand and Notarial Seal.

Viola J. Brown
Viola J. Brown Notary Public

Filed 2 June, 1952.

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Form 3811
Rev. 1-4-40

RETURN RECEIPT

Deliver to Addressee Only

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

1 X Mrs. Jessie Wallace
(Signature or name of addressee)

Deliver to Addressee Only

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

Date of delivery 5-16, 1952

U. S. GOVERNMENT PRINTING OFFICE 16—13421

Form 3811
Rev. 1-4-40

Deliver to Addressee Only
RETURN RECEIPT

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

1 X _____
(Signature or name of addressee)

2 Deliver to Addressee Only
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery _____, 19__

U. S. GOVERNMENT PRINTING OFFICE 16—13421

Form 3811
Rev. 1-4-40

Deliver to Addressee Only
RETURN RECEIPT

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

1 Mellie Lindenberg
(Signature or name of addressee)

Deliver to Addressee Only

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

Date of delivery 5/20, 1952

U. S. GOVERNMENT PRINTING OFFICE 16—13421

Form 3811
Rev. 1-4-40

Deliver to Addressee Only
RETURN RECEIPT

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

1 William Lindenberg
(Signature or name of addressee)

2 Deliver to Addressee Only
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of delivery 5/20, 1952

U. S. GOVERNMENT PRINTING OFFICE 16—13421

Form 3811
Rev. 1-4-40

Deliver to Addressee Only

RETURN RECEIPT

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

1 _____
(Signature or name of addressee)

Deliver to Addressee Only

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

Date of delivery _____, 19__

U. S. GOVERNMENT PRINTING OFFICE 16—12481

Form 3811
Rev. 1-4-40

Deliver to Addressee Only

RETURN RECEIPT

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

1 _____
(Signature or name of addressee)

Deliver to Addressee Only

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

Date of delivery _____, 19__

U. S. GOVERNMENT PRINTING OFFICE 16—12421

Form 3811
Rev. 1-4-40

Deliver to Addressee Only

RETURN RECEIPT

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

1 _____
(Signature or name of addressee)

Deliver to Addressee Only

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

Date of delivery _____, 19__

U. S. GOVERNMENT PRINTING OFFICE 16—12431

MAXINE WILLIAMS	*	IN THE CIRCUIT COURT FOR
vs.	*	ANNE ARUNDEL COUNTY
EMMA WILLIAMS, et al	*	EQUITY No. 10,470

* * * * * *

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Emma Williams, by O. Bowie Duckett and Paul R. Mullikin, her attorneys, respectfully represents:

1. This Defendant admits the allegations contained in the First, Second, Third, Fourth, Fifth and Seventh Paragraphs of the Bill of Complaint.

2. In answer to Paragraph Six of the Bill of Complaint this Defendant admits that the premises are improved by a dwelling which is now occupied and in the possession of the Plaintiff. This Defendant does not have sufficient information either to admit or deny that the Plaintiff has expended $260.06 on said property for taxes, insurance, etc. but avers that the Plaintiff has lived in the property from January 3, 1950 to the present time without payment of rent.

Filed 17 July, 1952.

Having fully answered said Bill of Company this Defendant consents to the sale but prays that in addition to her distributive share from the proceeds of the sale that she be allowed her share of a reasonable rental of the property from the Plaintiff.

And, as in duty bound, etc.

O Bowie Duckett
O. Bowie Duckett

Paul R. Mullikin
Paul R. Mullikin,
Attorneys for the Defendant,
Emma Williams

I hereby certify that copy of the above Answer was mailed this 16th dav of July, 1952 to McWilliams, Evans & Melvin, Annapolis, Maryland, Attorneys for the Plaintiff.

OB. Duckett

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IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,470 Equity

MAXINE M. WILLIAMS, widow, Clinton, Oklahoma, Plaintiff

Vs.

EMMA WILLIAMS, widow, Terre Haute, Indiana

and

JESSIE WILLIAMS and R. A. WILLIAMS, her husband, 48 Orchard Terrace, Lombard, Illinois.

and

MILLIE LINDENBERG and WILLIAM LINDENBERG, her husband, New Athens, Illinois

and

NELLIE C. MILLER and DAN C. MILLER, her husband, 3525 Oak Avenue, Brookfield, Illinois, Defendants.

ORDER OF PUBLICATION

The object of this suit is to procure a decree authorizing and directing the sale of the property, known and designated as Lots Nos. One (1) and Two (2), Block Seventy (70), as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section F", located in Anne Arundel County, State of Maryland.

The Bill of Complaint recites that Harry E. Williams, late of Washington, District of Columbia, deceased, departed this life intestate on 3 January 1950, seized of all those two (2) lots or parcels of land known and designated as Lots Nos. One (1) and Two (2), Block Seventy (70), as shown on certain map entitled "Herald Harbor on the Severn, Amended Map of Section F".

That the said Harry E. Williams was married to your Orntrix (Maxine M. Williams) at the time of his death and left as his only heirs at law your Oratrix and his father, Leroy Williams, of Terre Haute, Indiana.

Your Oretrix, Maxine M. Williams, was appointed Administratrix of the estate of her deceased husband, Harry E. Williams, by the Orphans' Court for Anne Arundel County, as will more fully appear in the Probate Records of said Court in a proceeding known as Case No. 7736.

That the said Leroy Williams, who intermarried with the Defendant, Emma Williams, died intestate on 30 November 1950 and left as his heirs at law his widow, Emma Williams, and three (3) children by a former marriage, namely: Jessie Williams, Millie Lindenberg and Nellie C. Miller; all of whom are adults and Defendants herein; and that the said Jessie Williams is intermarried to the said R. A. Williams, the said Millie Lindenberg with William Lindenberg, and the said Nellie C. Miller with the said Dan C. Miller.

The said Emma Williams has been appointed Administratrix of the estate of Leroy Williams in the State of Indiana.

That the said lots are improved by a summer dwelling which is now in the possession of Maxine M. Williams; and since the death of her husband, Harry E. Williams, the said Maxine M. Williams has expended the sum of Two Hundred Sixty Dollars and Six Cents ($260.06) for taxes, insurance, repairs and improvements on the said property.

That said real estate is not susceptible of partition without material loss and injury to the parties entitled to interest herein as above stated, and that in order to make division of said interests, it will be necessary that said real estate be sold and that the proceeds thereof divided amongst the parties thereto according to their several interests.

It is thereupon, this 6th day of May, 1952, ORDERED, by the Circuit Court for Anne Arundel County, that the plaintiff cause a copy of this order to be inserted in some newspaper published in Anne Arundel County in each of four (4) successive weeks before the 16th day of June, 1952, giving notice to the said Defendants, Emma Williams, Jessie Williams, R. A. Williams, Millie Lindenberg, William Lindenberg, Nellie C. Miller and Dan C. Miller, of the object and substance of this Bill of Complaint and warning them to appear in this Court in person or by solicitor before the 2nd day of July, 1952 to show cause, if any they may have, why a decree ought not to be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

Ju-5

Filed 23 July 1952

LIBER 93 PAGE 526

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 14, 1952

We hereby certify, that the annexed Order of Publication Equity 10,470 Maxine M. Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 16th day of June, 1952 The first insertion being made the 15th day of May, 1952

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

MAXINE M. WILLIAMS, widow	*	
vs.	*	IN THE
EMMA WILLIAMS, widow	*	CIRCUIT COURT
and		
JESSIE WILLIAMS and	*	FOR
R. A. WILLIAMS, her husband		
and	*	ANNE ARUNDEL COUNTY
MILLIE LINDENBERG and		
WILLIAM LINDENBERG, her husband	*	
and		No. 10,470 Equity
NELLIE C. MILLER and	*	
DAN C. MILLER, her husband		
	*	

* * *

D E C R E E P R O

C O N F E S S O

Filed 23 July, 1952.

The defendants, Jessie Williams, R. A. Williams, her husband, Millie Lindenberg, William Lindenberg, her husband, Nellie C. Miller and Dan C. Miller, her husband, having been duly notified by Order of Publication to appear to the Bill of Complaint, and copies of the Order of Publication and Bill of Complaint having been mailed to the said defendants by registered mail, return receipts requested, and an Affidavit of Service and return receipts having been filed in this cause, and the said defendants having failed to appear thereto according to the command of said Order.

It is thereupon this 23d day of July 1952, 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 non-resident defendants, Jessie Williams, R. A. Williams, her husband, Millie Lindenberg, William Lindenberg, her husband, Nellie C. Miller and Dan C. Miller, her husband.

And it is further ORDERED that leave is hereby granted to the plaintiff to take testimony before any one of the standing

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examiners of this Court in support of the allegations of said Bill.

Benjamin Nicholson
Judge

LIBER 93 PAGE 529

MAXINE M. WILLIAMS, Widow
Clinton, Oklahoma
PLAINTIFF
VS.

EMMA WILLIAMS, WIDOW
Terre Haute, Indiana
and
JESSIE WILLIAMS and
R. A. WILLIAMS, her husband
48 Orchard Terrace
Lenhard, Illinois
and
WILLIE LINDENBERG and
WILLIAM LINDENBERG, her husband
New Athens, Illinois
and
NELLIE C. MILLER and
DAN C. MILLER, her husband
3525 Oake Avenue
Brookfield, Illinois
DEFENDANTS

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
NO. 10470 EQUITY

P E T I T I O N

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Emma Williams, Jessie Williams, Willie Lindenberg and Nellie C. Miller, by O. Bowie Duckett, their Solicitor, respectfully represent:

1. That on May 6, 1952 the Plaintiff, Maxine M. Williams, by her Solicitors, McWilliams, Evans and Melvin, filed a Bill of Complaint in this Honorable Court for the purpose of selling said property belonging to the parties hereto, said property being known as Lots Nos. one (1) and two (2), Block Seventy (70), as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E", located in Anne Arundel County, Maryland.

2. That all of the Defendants were duly summoned by Order of Publication and by registered mail, and an Answer was filed by the Defendant, Emma Williams, on July 17, 1952. Thereafter, on July 23, 1952 a Decree Pro Confesso was entered by this Court as to the other Defendants.

3. That although said proceedings have been pending for almost three years the Plaintiff, Maxine M. Williams, has refused to proceed with her Bill of Complaint or even to answer correspondence addressed to her by her Solicitor, Matthew S. Evans, Esquire.

4. Your Petitioners are further advised by the said Maxine M. Williams

Filed 8 Mar. 1955.

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that she has no intention of proceeding with her Bill of Complaint, it being her intention to continue to live in said property without payment of rent, which she has been doing since prior to the filing of these proceedings.

5. That said property is badly in need of repairs and is rapidly deteriorating in value so that unless the property is sold and the proceeds distributed to those entitled, there will be serious loss and damage.

WHEREFORE, your Petitioners pray that the said Maxine M. Williams be directed to promptly proceed with her Bill of Complaint, or in the alternative, that your Petitioners be authorized to prove the allegations set forth in said Bill and Answer to the end that the relief prayed therein may be granted by this Honorable Court.

AND, AS IN DUTY BOUND, ETC.

O. Bowie Duckett

O. Bowie Duckett
88 State Circle
Annapolis, Maryland

Solicitor for Emma Williams, Jessie Williams, Willie Lindenberg and Nellie C. Miller

AFFIDAVIT

STATE OF MARYLAND,

ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 8th day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared O. Bowie Duckett, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

Alice L. Wood

Alice L. Wood, Notary Public

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LIBER 93 PAGE 531

ORDER

Upon the aforegoing Petition and Affidavit it is this 9th day of March, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the Plaintiff, Maxine M. Williams, proceed with her Bill of Complaint within a period of twenty (20) days from this date and that in the event of her failure so to do, that the Defendants be, and they are hereby authorized and directed to introduce testimony to substantiate said Bill and Answer, and it is further ORDERED that a trustee or trustees be appointed with full power to make sale of the property mentioned in the proceedings and distribute the proceeds in accordance with law, provided a copy of this Petition, Affidavit and Order be served on the Plaintiff, Maxine M. Williams, or her Solicitor of Record, on or before the 17th day of March, 1955.

Benjamin Michaelson
JUDGE

Filed 9 Mar. 1955

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MAXINE M. WILLIAMS, widow,	:	
Plaintiff	:	IN
vs.	:	THE CIRCUIT COURT
EMMA WILLIAMS, widow and JESSIE WILLIAMS and R. A. Williams, her husband and MILLIE LINDENBERG and William Lindenberg, her husband: and NELLIE C. MILLER and Dan C. Miller, her husband	:	FOR ANNE ARUNDEL COUNTY NO. 10,470 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

May 6, 1955

Present:

Mr. Matthew S. Evans, Solicitor for Plaintiff

Mr. O. Bowie Duckett, Solicitor for Defendants

Mr. Chipman W. Cunningham, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Maxine M. Williams, pages 2 - 8 incl.

Fred E. Voges, pages 9 - 10 incl.

Edward S. Hall, Sr., pages 10 - 12 incl.

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Filed 2 June, 1955

Maxine M. Williams, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. Will you state your name and address, please?

A. Maxine M. Williams, 623 Choctaw St., Clinton, Oklahoma.

2. And you are the complainant in this proceeding?

A. Yes.

3. And you are the widow of Harry E. Williams?

A. Yes sir.

4. When were you married to Mr. Williams?

A. The 7th of March, 1945.

5. What is this paper I hand you?

A. A certificate of my marriage from the Court Clerk's office.

(CERTIFIED COPY OF MARRIAGE CERTIFICATE FILED HEREWITH MARKED EXAMINER'S EX.1)

6. Now, Mrs. Williams, when did your husband die?

A. January 3rd, 1950.

7 Where were you living at the time of his death?

A. 1435 F Street N.E., Washington, D. C.

8. Were Letters of Administration taken out by you on your husband's estate in Anne Arundel County?

A. Yes sir, and in D. C. also.

9. And has the final account been filed in your husband's estate in the Orphan's Court of Anne Arundel County?

A. Yes sir.

10. What is that case known as?

A. Case No. 7735.

11. Now, at the time of your husband's death did he own any property?

A. None except this property in Maryland.

12. Where was this property in Maryland?

A. Herald Harbor.

13 Now, I hand you this paper to identify.

A. This is a certified copy of a deed from Nelle M. Roche to

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Harry E. Williams for the property at Herald Harbor.

(CERTIFIED COPY OF DEED FILED HEREWITH MARKED EXAMINER'S EX. 2)

14. Do you know what the property consist of at Herald Harbor?

A. Yes sir.

15. What does it consist of?

A. Two lots Nos. 1 and 2, Block 70, Section E, as shown on a certain map, amended map, entitled Herald Harbor and located in Anne Arundel County.

16. Is there a house located on this property?

A. Yes sir, a little house.

17. Describe it for us.

A. It's a frame wood house about 27 x 28 feet, with temporary pillars because excavation had been made to put a basement underneath the first floor and that was not completed because of my husband's death, it was setting on jack screws at the time of his death.

18. What is it like inside the house?

A. It's finished in plywood, insulated with rock wool.

19. How many rooms are there in the house?

A. Well, I would say just one room with two partitions that go part way up to the roof, the whole roof is open you can see from one side to the other.

20. Is there a porch on the house?

A. Yes sir.

21. Where is it located?

A. On the Honeysuckle Trail side, the front side of the house.

22. Now, at the time of your husband's death did he leave a Will?

A. No sir.

23. What relatives did he have living at the time of his death?

A. A father and three sisters at the time of his death.

24. Were any children born as a result of your marriage?

A. No sir.

25. Would you give us the name and address of your husband's father?

A. Leroy Williams, and he was living on a farm, his address was Route 5, Muncie, Indiana.

26. Is your father-in-law living?

A. No sir.

27. When did he die?

A. He died the 30th of November, 1950.

28. I hand you a letter and request you to identify it?

A. This letter dated February 26, 1951, from Millie Lindenberg, a sister of my husband and daughter of Leroy Williams.

29. What does that letter contain?

A. It states that she had heard from the other two sister's saying they had been to their father's funeral.

(LETTER DATED FEBRUARY 26, 1951 FILED HEREWITH AND MARKED EXAMINER'S EX.3)

30. Do you know where your father-in-law was living at the time of his death?

A. No sir, I don't.

31. He was in the City of Terre Haute, Indiana but you do not know the address?

A. Yes.

32. Was he married at the time of his death?

A. Yes.

33. To whom?

A. Emma Williams.

34. And is she still living?

A. I know she was living at the time this action was filed.

35. Is Mrs. Williams a party ~~to the~~ defendants of this proceeding?

A. Yes sir.

36. Were any children born as a result of her marriage to

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Leroy Williams?

A. No sir.

37. He had four children by a former marriage, did he not?

A. Yes.

38. Emma Williams is not your husband's mother?

A. No sir.

39. Would you state the names and addresses of the three children?

A. The three children were Jessie Williams, daughter of Leroy Williams, and married to R. A. Williams, they lived at 48 Orchard Terrace, Lombard, Illinois. Another daughter, Nellie C. Miller, and her husband's name is Dan C. Miller, they live at 3525 Oak Avenue, Brookfield, Illinois; Millie Lindenberg was a daughter and her husband's name is William Lindenberg, and they live at New Athens, Illinois. Those were the addresses at the time of filing the petition and the last addresses known to me.

40. As far as you know these three daughters are still living?

A. I haven't heard from any of them.

41. You haven't heard that any of them are dead, have you?

A. No sir.

42. Were Letters of Administration taken out on the estate of Leroy Williams?

A. Yes, in the State of Indiana.

43. By whom?

A. Emma Williams.

44. As far as you know, were Letters of Administration ever taken out in Maryland?

A. No sir.

45. After your husband's death have you had any expenses that you have been put to for the taxes and upkeep of this property?

A. I have paid the taxes since my husband's death with the exception of 1955 which are still unpaid.

46. I hand you these tax bills, will you identify them, please?

A. These are the tax receipts for 1950, 1951, 1952, 1953 and 1954.

47. Were those bills paid by you?

A. Yes sir, I paid them.

(TAX RECEIPTS FILED HEREWITH MARKED EXAMINER'S EX.4)

48. Have you carried insurance on the property since your husband's death?

A. Yes sir.

49. How much insurance do you have on the property and with whom have you carried it?

A. Seventeen Hundred Dollars ($1700.00) insurance on the dwelling, policy No. 7424, The World Insurance Company of Hartford, Conneticut.

50. Was that a three year policy?

A. Yes, it expired August 23rd, 1954.

51. With whom did you carry this insurance?

A. E. Churchill Murray.

52. What was the amount of the premium?

A. Thirty Two Dollars and twenty cents ($32.20).

53. And you renewed the policy for three more years?

A. Yes, and it expires in 1957.

54. What was the cost of that?

A. Twenty Seven Dollars and three cents ($27.03).

(TWO CANCELLED CHECKS FILED HEREWITH MARKED EXAMINER'S EX.5)

55. Was it necessary for you to make any repairs or improvements to the property? You testified that at the time of your husband's death the house was on jacks.

A. I had to hire a man to put a temporary foundation to set the house down in order to preserve it.

56. Who did you hire to do it?

A. Walter R. Baker.

57. Was the work done?

A. Yes sir, I paid him $140.00 in cash.

58. Is this a receipt for the money you paid to him?

A. That's right.

(RECEIPT FOR $140.00 FILED HEREWITH MARKED EXAMINER'S EX.6)

59. Have you expended any other money on the property to keep it up and preserve it since your husband's death?

A. Well, these temporary pillars and when I was going to Oklahoma I had to pay a man M. Wingo $17.50 to make temporary braces. ~~stops~~.

60. Do you have a receipt for payment of that money?

A. No.

61. By whom were the permanent improvements of the foundation made?

A. Walter R. Baker.

62. What did he do to the house?

A. He made the pillars that are now under the house and added the chimney.

63. How much did that cost?

A. $140.00.

64. And that is the receipt which has been marked Examiner's Exhibit No. 6?

A. Yes.

65. Have you had any other expenses in relation to the upkeep of this property?

A. No.

66. Is this property divisible in kind, could it be divided up among you and your mother-in-law and sisters-in-law?

A. No sir.

67. And you are asking that the Court authorize the Trustees to sell the property and divide the proceeds among the various parties?

A. Yes sir.

Cross Examination by Mr. Duckett:

1. Are you living in the property now?

A. Temporarily, while this ~~property~~ Case is being taken care of. I would have been gone if I hadn't been waiting for this.

2. Are many properties in Herald Harbor rented?

A. Some may, but they do not have very much rent value because they move in and don't pay their rent.

3. How much do you think the fair rental of this property is?

A. According to law this property can't be rented, there is no water, no septic tank, and not only that, it's of such a condition that it would be detrimental to the sale value if you rented it.

4. Wouldn't that depend upon the type of people you got in the property?

A. Well, it's only summer property, and even if it could be rented I never had anyone who wanted to rent it.

5. Have you ever put it up for rent?

A. No sir.

6. Have you lived in the property since January 3rd, 1950?

A. Yes, I have, but only at intervals.

7. How many months during the year do you live in it?

A. In five and a half years less than 18 months I have lived in the property.

8. And it's been closed and secured when you were not there, is that correct?

A. That's correct.

(Mr. Cunningham)

To the General Question under the rule, the witness answers: "I would like to say that I don't owe Emma Williams one penny, that she is indebted to me. There is on file in the administration case in Indiana a claim for the amount she owes me. And I have the paid receipts to substantiate that statement."

(Mrs) Maxine M. Williams
Maxine M. Williams
(Mrs Harry E. Williams)

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

(Mr. Evans)

1. Will you state your name and address?

A. Fred E. Voges, 3 Church Circle, Annapolis, Maryland.

2. What is your occupation, Mr. Voges?

A. Real estate broker and appraiser.

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

A. Twenty two and a half years.

4. Where do you operate this business?

A. In Annapolis and Anne Arundel County, mostly.

5. Are you familiar with the development of Herald Harbor?

A. I am.

6. Have you inspected the property that was owned by Harry E. Williams, known as Lots 1 and 2 of Block 70, Section E of Herald Harbor?

A. I have.

7. Would you describe the property for us, please?

A. The real estate is known as Lots 1 and 2, Block 70, Section E of Herald Harbor. It is located on Valentine Trail and Honeysuckle Trail and comprises an area of 50 feet by 10? feet. The dwelling is located on a small hill looking over water, approximately 100 feet from the river. The dwelling consist of a frame building with composition roof, approximately 24 x 28 feet with an 8' porch in the front. The building is one story above the basement, contains three rooms which are unfinished in the usual summer cottage manner. There is no bath, no central heating plant, there is electricity and I would say the improvements were in fair condition.

8. Does the property have water located on the property?

A. No, no water .

9. Have you inspected other property in Herald Harbor comparable to this property?

A. I have.

10. In your opinion, what is the fair value of this lot and house?

A. In my opinion the lot is worth $300.00 and the improvements are worth $2700.00, making a total of $3000.00.

11. Is that figure comparable with other sales made in that development?

A. I would say so, from my experience, yes.

12. Do you have any interest in this proceeding?

A. No, I have not.

13. Are the trails which you have mentioned travelled roads and surfaced?

A. Just Valentine.

14. Do you know their approximate width?

A. No, I don't, I didn't check that on the plat, but they looked about 30 feet over all.

Cross Examination Waived by Mr. Duckett

(Mr. Cunningham)

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

Fred E. Voges
Fred E. Voges

Edward S. Hall, Sr., a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Evans)

1. Will you state your name and address.

A. Edward S. Hall, Sr., Herald Harbor, Crownsville Post Office Maryland.

2. What is your occupation?

A. Real estate broker.

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

A. About three and a half years as a broker.

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4. Had you been selling real estate prior to that time?

A. Yes, about six and a half years.

5. Where is your office?

A. In Herald Harbor.

6. Has most of your sales been with property at Herald Harbor?

A. Yes sir.

7. Are you familiar with Lots 1 and 2, Section E, Block 70 that was owned by Harry E. Williams?

A. Yes.

8. Describe the property for us, please?

A. The property consist of a three room house located on Lots 1 and 2, section E, block 70 at the intersection of Valentine Trail and Honeysuckle Trail, Honeysuckle Trail is cut in about 150 to 175 feet, the Trail is open that much as there is only two houses on it. The lot is 50 x 100 taking up both lots 1 and 2. The house is approximately 24 x 28 feet, that is over all. The porch is about 8 feet deep and that porch is included in the dimensions of 24 x 28 feet which I mentioned.

9. Does the house have a bathroom?

A. No, no water, no bathroom, no heat.

10. Does it have electricity?

A. Yes.

11. Is there a solid foundation under the house?

A. It sets on cement block about 9 feet above the ground.

12. What is the contour of the land?

A. Sloping toward Honeysuckle Trail.

13. Is it on a steep slope?

A. It's moderate to what we do have.

14. In your opinion, what is the fair market value of this property?

A. About $3000.00 total value, about $300.00 for the land and $2700.00 for the house in its present state.

15. You mentioned that you have made other sales in Herald Harbor, is that valuation comparable to the other houses and other sales you have made?

A. Yes, I would say so.

16. Are you related to either of the parties to this proceeding?

A. No.

17. Do you have any interest in the sale?

A. No.

Cross Examination by Mr. Duckett:

1. Would it be difficult for you to sell this property for $3000.00?

A. I think I could .

2. Do you believe you could sell it in 30 days for $3000.00?

A. I think I could. I might add at this time that there is a tool shed on the property at the back end of the lot, on Honeysuckle Trail side, its about 5 x 7 or 8.

3. What is the general condition of the property?

A. The house is not first-class shape, the land is all broken up, its rough land, never been fixed up.

4. Do you mean it is in its natural state?

A. Yes, except where its been excavated.

5. Does it have a cellar?

A. No cellar.

6. What is the condition of the house itself?

A. It needs plastering and finishing up inside?

7. What do you mean by that?

A. Well, the walls haven't got plaster or sheetrock on them.

8. Do the rooms have ceilings?

A. No.

(Mr. Cunningham)

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

Edward S. Hall, Sr.

Edward S. Hall, Sr.

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There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in 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 2d day of ~~May,~~ June, 1955.

Chipman W. Cunningham, Examiner (SEAL)

C.W.C. $10.00

I.H. $12.00

LIBER 93 PAGE 545

STATE OF MARYLAND

Anne Arundel County, Sct.

I HEREBY CERTIFY, That it appears by the Records of Marriages in this Office, that on the 7th day of March, 1943 a marriage license was issued from this Office, authorizing any minister of the Gospel, or any other person qualified by law to perform Rites of Marriage between Harry E. Williams, white, divorced Age 51 and Elsie Majine Magness, white single Age 44

AND I HEREBY FURTHER CERTIFY, That said parties were united in marriage according to law, and that said marriage was solemnized by J. Luther Neff on the 7th day of March 1943 as will appear by the return of said minister filed in this office on the 10th day of March, 1943.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Circuit Court for Anne Arundel County, this 23rd day of January, A. D. 1950

John H. Hasbrook 3rd
Clerk of the Circuit Court for Anne Arundel County.

Examiner's Exhibit No. 1
Williams vs. Williams, widow, et al.
No. 10,470 Equity
filed 5-6-55 Circ. Ct.
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Filed 2 June, 1955.

LIBER 93 PAGE 546

New Athens, Ill.
Feb. 26, 1951.

Monday Morning

Dear Maxine:

Have my washing done. Got an early start as Bill had to go to work early this morning. Didn't have too big a washing either.

To-day is Mom's birthday. Can't forget these holidays and what they meant to her.

This is a gloomy day. Rained some this morning. Snow is all gone here. Yesterday made one think spring isn't too far away. Saw a robin yesterday. One was here about six weeks ago but guessed he high-tailed it when cold weather returned.

Had a touch of flu Friday and Saturday. Doped with cold tablets and felt better yesterday. Will be glad when spring comes for my sinus have bothered so this winter. Bill has been pretty good. Hasn't worked too much in bad weather which helped him out.

Sorry you couldn't continue on your job. Had letter from Mrs. Driggers and she said you were working in the Pentagon. Imagine Washington is a mad house these days.

Concerning your letter and about Dad's business affairs I know nothing. All I know

Filed 2 June, 1955.

Examiner's Exhibit No. 3
Williams vs. Williams, widow, et al.
No. 10,470 Equity
Filed 5-6-55 [illegible]

is what the girls wrote me that he was dead and buried. I didn't expect to hear as I had had no connection with them during these last years. Hope you can get what information you need and get your business affairs settled.

Am anxious to see the girls. Haven't seen Nelle since last Easter and Jessie and Arlyn in October when they were down.

Know Jessie and Arlyn are glad to be in their new home as the weather was so bad up there this winter.

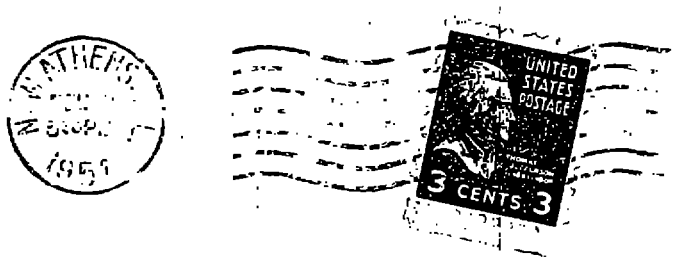
Won't be long now until time to make garden and work in the yard. Bill worked on his hot bed yesterday so we could plant lettuce.

Will close as I have other letters to write.

With love from both

Bill & Millie

Mrs. Wm. Lindenberg
New Athens, Ill.



Mrs. Maxine M. Williams
General Delivery
City Post Office
Washington D.C.

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LIBER 93 PAGE 548

CASHIER'S STUB

HARRY E WILLIAMS
1524 F ST N E APT.205
WASHINGTON D C 2

LOTS 1-2 BLOCK 70 SECT. E & IMP
HERALD HARBOR
HHS
GAR 4

(4) DO NOT DETACH THIS STUB

TAX LEVY–District No. 2
REAL ESTATE

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND. DR.
JOS. H. GRISCOM. SR., TREAS., ANNAPOLIS, MD.

1950

OFFICE HOURS
DAILY FROM 9 A.M. TO 4 P.M.
SATURDAY FROM 9 A.M. TO 12 NOON

ASSESSMENT		
REAL ESTATE		TOTAL
$757	$757	$757

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

INDEX NUMBER 7966

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. 3	.34	
SPECIAL OFFICER BAY RIDGE ZONE 3A	.24	
GARBAGE ZONE NO. 3B	.27	
GARBAGE ZONE NO. 4	.22	1.67
HERALD HARBOR SPECIAL	.10	.76
HIGHLAND BEACH SPECIAL	1.00	
HIGHLAND BEACH SPECIAL ROADS	.22	
FIRE PLUGS WEST ANNAPOLIS	.04	
FIRE PLUGS WEEMS CREEK	.12	
METROPOLITAN SEWERAGE	.34	
EPPING FOREST SPECIAL	1.30	
ARUNDEL ON THE BAY BENEFIT		
ARUNDEL ON THE BAY EROSION DISTRICT	1.60	
BAY RIDGE BENEFIT		
BAY RIDGE ERO. DIS.	.60	
TOTAL SPECIAL TAXES		2.43

COUNTY TAX	.28
SCHOOL TAX	1.17
ROAD TAX	.05
POLICE DEPT.	.10
FIRE DEPT.	.12
	$1.72

$1.1239 ON $100.00

FOR DETAILS SEE "MEMORANDUM OF SPECIAL TAXES"

COUNTY REAL ESTATE	STATE REAL ESTATE	SPECIAL REAL ESTATE	TOTAL TAX
1302	94	243	1639

INTEREST AND PENALTY

TOTAL

DISCOUNT		INTEREST	
STATE	COUNTY	STATE	COUNTY
APR.			1 %
MAY			1½ %
JUNE	NONE	NONE	2 %
JULY			2½ %
AUG.			3 %
SEPT.			3½ %
OCT.		½ %	4 %
NOV.		1 %	4½ %
DEC.		1½ %	5 %

FOR 1950 TAXES ONLY

THIS DOES NOT INCLUDE YOUR PERSONAL PROPERTY TAX NO DISCOL. ALLOWED

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

paid by Check Jan 31, 1950

Examined & filed in my office, this 12 day of January, 1950
Wm. H. Williams, Auditor, Anne Arundel Co.
No. 10470 Date 1-6-50 Kilack & Jewell

Maurice M.

1524 F ST N E APT. 205
WASHINGTON D C 2

LOTS 1-2 BLOCK 70 SECT. E & IMP
HERALD HARBOR
HHS
GAR 4

ASSESSMENT

REAL ESTATE		TOTAL
$757	$757	$757

DO NOT DISCOUNT

TAX LEVY
REAL ESTATE

1951

DO NOT DETACH STUB

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. 3	.40	
SPECIAL OFFICER BAY RIDGE ZONE	.28	
GARBAGE ZONE NO. 4	.24	1.82
HERALD HARBOR SPECIAL	1.00	7.57
HIGHLAND BEACH SPECIAL	1.00	
HIGHLAND BEACH SPECIAL ROADS	.22	
FIRE PLUGS WEEMS CREEK	.12	
EPPING FOREST SPECIAL	1.30	
ARUNDEL ON THE BAY BENEFIT		
ARUNDEL ON THE BAY EROSION DISTRICT	1.55	
BAY RIDGE BENEFIT		
BAY RIDGE ERO. DIS.	1.80	
TOTAL SPECIAL TAXES		9.39

INDEX NUMBER

MO.	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR	NONE	NONE	NONE	1 %
MAY				1½ %
JUNE				2 %
JUL				2½ %
AUG.				3 %
SEP.				3½ %
OCT.			1/2 %	4 %
NOV.			1 %	4½ %
DEC.			1½ %	5 %

FOR THIS YEAR TAXES ONLY

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

CHECKS ARE RECEIVED ONLY AS A CONVENIENCE TO THE TAXPAYER, AND CREDIT TO THE ACCOUNT WILL NOT BE FINAL UNTIL THE CHECK HAS BEEN PAID TO THE TREASURER BY THE BANK ON WHICH IT HAS BEEN DRAWN. THE OFFICE ASSUMES NO RESPONSIBILITY FOR ANY DELAYS THAT MAY OCCUR BETWEEN THE TIME THE CHECK IS GIVEN AND ITS PRESENTATION TO THE BANK ON WHICH IT IS DRAWN FOR PAYMENT.

COUNTY TAX	.27
SCHOOL TAX	1.17
ROAD TAX	.05
POLICE DEPT.	.11
FIRE DEPT.	.08
	$1.68

$.06 ON $100.00

SEE MEMO OF SPECIAL TAXES

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
	2.72	15	939	2256	043

TOTAL SPECIAL TAXES

INTEREST	PENALTY	TOTAL PAID

LIBER 93 PAGE 549

PAID — Joseph M. Griscom Jr. TREAS. ANNE ARUNDEL CO. JAN-25-52 13706 ⊙ ⊙ ⊙ AR2 — 3041

7 4 2 1	7 4 M 2 1	7 4 H 2 1	7 4 T 2 1	7 4 U 2 1

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN

TAX BILL REAL ESTATE 1952 DISTRICT 2

Mrs Maxine M Williams
623 Choctaw Ave
Clinton Oklahoma
Car 4
Ans

Lots 1 + 2 Blk 70 Sec E + imp
Herald Harbor

FOR THIS YEAR'S TAXES ONLY	MO.	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
	APR.	NONE	NONE	NONE	1 %
	MAY				1½%
	JUN.				2 %
	JUL.				2½%
	AUG.				3 %
	SEP.				3½%
	OCT.			½%	4 %
	NOV.			1%	4½%
	DEC.			1½%	5 %

ASSESSMENT	INDEX NUMBER
1030	

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE 2A	.17	
GARBAGE ZONE NO. 3	.37	
GARBAGE ZONE NO. 4	.23	2.37
SPECIAL OFFICER BAY RIDGE ZONE	.16	
HERALD HARBOR SPECIAL	1.00	10.30
HIGHLAND BEACH SPECIAL	1.00	
HIGHLAND BEACH SPECIAL ROADS	.22	
FIRE PLUGS WEEMS CREEK	.12	
EPPING FOREST SPECIAL	1.30	
ARUNDEL ON THE BAY EROSION DISTRICT	1.40	
BAY RIDGE ERO. DIS.	.75	
TOTAL SPECIAL TAXES		12.67

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

COUNTY TAX	.25	
SCHOOL TAX	1.19	
ROAD TAX	.05	
POLICE DEPT.	.11	$1.66
FIRE DEPT.	.06	

$.0625 ON $100.00

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
	1710	64	1267	3041	

C92147X

DO NOT DETACH STUB
OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

PRESENT THIS BILL WITH YOUR PAYMENT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

43 44

PAID · Joseph M. Griscom Jr. TREAS. ANNE ARUNDEL CO. 16-53 17074 ⊙ 33857 DR2 — 32.87

1953 2

MAXINE M WILLIAMS
623 CHOCTOW AVE
CLINTON, OKLAHOMA

LOTS 1-2 BLOCK 70 SECT. E & IMP
HERALD HARBOR
HRS
CAR 4

GARBAGE ZONE NO. 4 2.27
SPECIAL OFFICER BAY RIDGE ZONE 10.30

$1030 $1030 33857

Enclosed Stamp For Rates

12.57

1030 1906 68 1857 3825

2/0 62 Int
32.87

DO NOT DETACH STUB
OFFICE HOURS

PRESENT THIS BILL WITH YOUR PAYMENT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

45

LIBER 93 PAGE 550

MAXINE M WILLIAMS
623 CHOCTOW AVE
CLINTON, OKLAHOMA

LOTS 1-2 BLOCK 70 SECT. E & IMP
HERALD HARBOR HHS
GAR 4

FOR THIS YEAR'S TAXES ONLY	MO.	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST CO. & SP.
	APR.	NONE	NONE	NONE	1%
	MAY				1½%
	JUN.				2%
	JUL.				2½%
	AUG.				3%
	SEP.				3½%
	OCT.			½%	4%
	NOV.			1%	4½%
	DEC.			1½%	5%

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN.

1954 — TAX BILL REAL ESTATE — 2 DISTRICT

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. 3		
GARBAGE ZONE NO. 4		2 27
SPECIAL OFFICER BAY RIDGE ZONE		
HERALD HARBOR SPECIAL		5 15
HIGHLAND BEACH SPECIAL		
OPPING FOREST SPECIAL		
ARUNDEL ON THE BAY EROBION DISTRICT		
BAY RIDGE ERO. DIS.		
TOTAL SPECIAL TAXES		7 42

ASSESSMENT: $1030 $1030

INDEX NUMBER: [illegible]

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

SEE ENCLOSED STATEMENT FOR RATES

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
1030	1675	58	742	2675	
			TOTAL		

DO NOT DETACH STUB
OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON.

PRESENT THIS BILL WITH YOUR PAYMENT

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

CLINTON, OKLAHOMA Aug 30 1954 No. 86-182/1031

FIRST NATIONAL BANK

PAY TO THE ORDER OF E. Churchill Murray $27 03

Twenty-seven and 03/100 DOLLARS

FOR 3 yrs Ins on Lots 1 & 2 Blk 70 Wafertine Rd Honeysuckle Ter, Herald Harbor, Md.

Mrs Maxine M. Williams
623 Choctaw Ave, Clinton, Okla

CLINTON, OKLA. Sept 3 1951 No. 86-182/1031

FIRST NATIONAL BANK

PAY TO THE ORDER OF E. Churchill Murray $32 20

Thirty-two and 20/100 DOLLARS

FOR policy #7424 "Herald Harbor property The World"

Mrs Maxine M. Williams
623 Choctaw Ave, Clinton, Okla

Examiner's Exhibit No. 5
Williams vs. Williams, widow, et al.
No. 10,470 Equity
filed 5-6-55 CWC.

Filed 2 June, 1955

47

RECEIPT

April 2, 1951

Received of Maxine M. Williams the sum of $140.00, being payment in full for the material and labor used in the construction and completion of a chimney to the house located on Lots 1-2 Block 70, Sect. E & IMP, Herald Harbor, Md., and in addition to above full payment for labor in placing house back on foundation.

Filed 2 June, 1955.

[illegible]

Walter R. Baker

Examiner's Exhibit No. 6
Williams vs Williams, widow, et al.
No. 10,470 Equity
filed 5-6-55 CWC.

LIBER 93 PAGE 552

MAXINE M. WILLIAMS, widow	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
EMMA WILLIAMS, widow, et al.	*	No. 10,470 Equity

* * *

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above entitled case is hereby submitted for decree.

W. William Evans Melvin

McWilliams, Evans & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland
Attorneys for Plaintiff

O. Bowie Duckett

O. Bowie Duckett
88 State Circle
Annapolis, Maryland
Attorney for Defendants

49

Filed 21 July, 1955

LIBER 93 PAGE 553

MAXINE M. WILLIAMS, widow	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
EMMA WILLIAMS, widow, et al.	*	No. 10,470 Equity

* * *

D E C R E E

THIS CAUSE, standing ready for hearing and being submitted, the proceedings were read and considered.

It is thereupon, this 21st day of July 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the property mentioned in the proceedings be sold; that O. Bowie Duckett and Matthew S. Evans be, and they are hereby, appointed Trustees to make said sale, and that the course and manner of their proceeding 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 Three Thousand Dollars ($3,000.00), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three (3) weeks notice by advertisement inserted in such weekly newspaper published in Anne Arundel County as they shall think proper of the time, place, manner and terms of sale, which terms shall be all cash, and as soon as may be convenient after said sale or sales, said Trustees shall return to this Court a full and particular account of their proceedings relative to such sale with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on

50 Filed 21 July, 1955.

obtaining the Court's ratification of the sale, and on the payment of the whole purchase money, and not before, said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her, or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, plaintiff and defendants, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Hutchinson
Judge

51

LIBER 93 PAGE 555

MATTHEW S. EVANS

and

O. BOWIE DUCKETT
Solicitors

Annapolis, Maryland

T R U S T E E S' S A L E

O F

V A L U A B L E F E E S I M P L E P R O P E R T Y

SITUATE IN THE SECOND ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY, MARYLAND
AT HERALD HARBOR

Under and by virtue of a decree of the Circuit Court forAnne Arundel County, #10,470 Equity, the undersigned, as Trustees, will sell at public auction at the Court House door, in the City of Annapolis, Anne Arundel County, Maryland, on

T U E S D A Y, A U G U S T 3 0, 1 9 5 5

AT 11:00 O'CLOCK A.M.

all those two (2) lots or parcels of land situate at the intersection of Honeysuckle Trial and Valentine Road, known and designated as Lots Nos. 1 and 2, Block 70, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E", which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; and being the same property which was conveyed by Nelle M. Roche to Harry E. Williams by deed dated 16 November 1926, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 150, folio 591.

The property is improved by a three room bungalow with porch overlooking the Severn River.

TERMS OF SALE: A deposit of Three Hundred Dollars ($300.00) will be required of the purchaser at the time of sale, the balance of the purchase money to be paid in cash, with interest at the rate of six per centum (6%) per annum from the day of sale, upon final ratification of said sale by the Circuit Court for Anne Arundel County. Taxes and all other public charges of every kind and nature will be adjusted to the date of sale at the Court House door.

For further particulars apply to

MATTHEW S.EVANS, Trustee
212 Duke of Gloucester Street
Annapolis, Maryland

and

O. BOWIE DUCKETT
88 State Circle
Annapolis, Maryland

George W. Scible,
Auctioneer.

52

Filed 2 Aug., 1955.

LIBER 93 PAGE 556

MAXINE M. WILLIAMS, widow,	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
EMMA WILLIAMS, widow, et al.	*	No. 10,470 Equity

* * *

PETITION AND ORDER

The petition of O. Bowie Duckett and Matthew S. Evans, Trustees in the above cause, respectfully represent:

1. That Harry E. Williams, husband of Maxine M. Williams, the plaintiff herein, departed this life intestate on 3 January 1950 leaving as his only heirs-at-law his widow, the said Maxine M. Williams, and his father, Leroy Williams of Terre Haute, Indiana.

2. That the said Leroy Williams departed this life intestate on 30 November 1950 leaving as his only heirs-at-law his widow, Emma Williams, and three children, Jessie Williams, Millie Lindenberg and Nellie C. Miller, defendants herein.

3. That there has not been an administration on the estate of the said Leroy Williams in the State of Maryland.

WHEREFORE, your petitioners pray this Honorable Court to pass an order giving notice to all persons having claims against the estate of the said Leroy Williams to file their claims with the Clerk of the Circuit Court for Anne Arundel County.

O. Bowie Duckett &

Matthew S. Evans

O. Bowie Duckett

Matthew S. Evans

Petitioners

53

Filed 2 Aug., 1955

LIBER 93 PAGE 557

ORDER

Upon the foregoing Petition, it is this 2nd day of August 1955, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED and DECREED that O. Bowie Duckett and Matthew S. Evans, Trustees in the above named cause, give notice to all persons having claims against the estate of Leroy Williams, deceased, to file their claims properly authenticated with the Clerk of the Circuit Court for Anne Arundel County on or before the 9th day of November, 1955, by causing a copy of this Order to be published in some weekly newspaper in Anne Arundel County once a week for three (3) successive weeks before the 6th day of September, 1955.

Benjamin Michaelson
Judge

54

Filed 2 Aug., 1955.

LIBER 93 PAGE 558

No. 10,470 Equity

A STOCK COMPANY—ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE*

KNOW ALL MEN BY THESE PRESENTS:

That we, MATTHEW S. EVANS and O. BOWIE DUCKETT, Trustees,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of three thousand - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of August in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden Matthew S. Evans and O. Bowie Duckett, by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County have been appointed Trustees to sell all those two (2) lots or parcels of land situate at Honeysuckle Trail and Valentine Road, known and designated as Lots Nos. 1 and 2, Block 70, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E," which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14, mentioned in the proceedings in the case of MAXINE M. WILLIAMS

vs.

R. A. WILLIAMS, et al.

now pending in said Court.; known as No. 10,470 Equity.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden Matthew S. Evans and O. Bowie Duckett

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

Signed, sealed and delivered in the presence of:

Eleanor L. Owings

Matthew S. Evans (SEAL)

O. Bowie Duckett (SEAL)

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Eleanor L. Owings By Ridgely P. Melvin, Jr.
Attorney-in-fact

MD3116—250. 6-47 *117982*
Trustee's Bond

Approved this 30 Aug 1955
George J. Cromwell
Clerk

Filed: 30 Aug 1955

53

GEORGE W. SCIBLE - - - LIBER 93 PAGE 559 - - - Auctioneer

MATTHEW S. EVANS and O. BOWIE DUCKETT
Solicitors
Annapolis, Maryland

TRUSTEES' SALE

OF VALUABLE

FEE SIMPLE PROPERTY

SITUATE IN THE SECOND ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND AT HERALD HARBOR

Under and by virtue of a decree of the Circuit Court for Anne Arundel County, No. 10,470 Equity, the undersigned, as Trustees, will sell at public auction at the Court House door, in the City of Annapolis, Anne Arundel County, Maryland, on

TUESDAY, AUGUST 30th, 1955

At 11:00 O'Clock A.M.

all those two (2) lots or parcels of land situate at the intersection of Honeysuckle Trail and Valentine Road, known and designated as Lots Nos. 1 and 2, Block 70, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E," which said plat is recorded among the Plat Records of Anne Arundel County in Plat Book No. 4, folio 14; and being the same property which was conveyed by Nellie M. Roche to Harry E. Williams by deed dated 16 November 1926, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 150, folio 591.

The property is improved by a three-room bungalow with porch overlooking the Severn River.

TERMS OF SALE: A deposit of Three Hundred Dollars ($300.00) will be required of the purchaser at the time of sale, the balance of the purchase money to be paid in cash with interest at the rate of six per centum (6%) per annum from the day of sale, upon final ratification of said sale by the Circuit Court for Anne Arundel County. Taxes and all other public charges of every kind and nature will be adjusted to the date of sale at the Court House door.

For further particulars apply to:

MATTHEW S. EVANS, Trustee
212 Duke of Gloucester Street
Annapolis, Maryland

and

O. BOWIE DUCKETT
88 State Circle
Annapolis, Maryland

6

Filed 8 Sept, 1955

I hereby certify that I have this 30th day of August 1955, sold the within described property to Benjamin C. Bousford at and for the sum of twelve hundred fifty Dollars ($1250.00), being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

G. H. Lisle
Auctioneer

I, Benjamin C. Bousford hereby certify that I have this 30th day of August 1955 purchased the within described property from Matthew S. Evans and O. Bowie Duckett, Trustees, at and for the sum of twelve hundred fifty Dollars ($1250.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Benjamin C Bousford (SEAL)
Purchaser

57

Filed & Left., 1955

LIBER 93 PAGE 561

MAXINE M. WILLIAMS, widow : IN THE

PLAINTIFF : CIRCUIT COURT

VS. : FOR

EMMA WILLIAMS, widow, et al : ANNE ARUNDEL COUNTY

DEFENDANTS : No. 10,470 Equity

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

TRUSTEES' REPORT OF PUBLIC SALE

TO THE HONORABLE THE JUDGE OF SAID COURT:

The report of Matthew S. Evans and O. Bowie Duckett, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 21st day of July, 1955, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisements inserted in the "Maryland Gazette" for at least three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House, in the City of Annapolis, on Tuesday, August 30th, 1955 at 11:00 o'clock a.m., and then and there proceeded to sell said property in manner following, that is to say:

Your Trustees offered at public sale to the highest bidder the property mentioned in said Decree, situated at Herald Harbor in the Second Election District of Anne Arundel County, Maryland, and being all those two lots or parcels of land situate at the intersection of Honeysuckle Trail and Valentine Road, known and designated as Lots Numbers 1 and 2, Block 70, as shown on a certain map entitled "Herald Harbor on the Severn, Amended Map of Section E".

And your said Trustees sold the above described property to Benjamin E. Bassford for the sum of One Thousand Two Hundred Fifty Dollars ($1,250.00), he being at that sum the highest bidder therefor, as will more fully appear from the Auctioneer's Certificate and Certificate of Purchaser

Filed 8 Sept., 1955

attached to the handbill herein.

That your Trustees have received from the purchaser a deposit of Three Hundred Dollars ($300.00), the balance of the purchase money to be paid in cash with interest at the rate of six (6) per centum per annum from the day of sale until final ratification by this Honorable Court.

Respectfully submitted,

Matthew S. Evans

O. Bowie Duckett

Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 7th day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Matthew S. Evans and O. Bowie Duckett, Trustees named in the above report of sale, and made oath, in due form of law, that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Alice L. Wood
Notary Public

59

LIBER 93 PAGE 563

ORDER NISI

Maxine M. Williams, widow

versus

Emma Williams, widow, and
Jessie Williams and
R. A. Williams, her husband, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,470 Equity

Ordered, this 8 day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Matthew S. Evans and O. Bowie Duckett, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17 day of October next.

The report states that the amount of sales ~~xxxxx~~ was $ 1,250.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 8 Sept., 1955.

(Final Order)

Maxine M. Williams, widow

versus

Emma Williams, widow, and
Jessie Williams and
R. A. Williams, her husband, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of November, 1955, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 15 Nov., 1955.

63

LIBER 93 PAGE 564

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 14, 1955

We hereby certify, that the annexed

Order of Court

Emma Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 26th day of August, 1955. The first insertion being made the 11th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. _____ By _____

61 Filed: 14 Nov. 1955

Order of Court

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,740 Equity.

MAXINE M. WILLIAMS, widow
Vs.
EMMA WILLIAMS, widow, et al.

The undersigned, Trustees in the above cause names, pursuant to an Order of the Circuit Court for Anne Arundel County, passed on the 2nd day of August 1955, hereby give notice to all persons having claims against the estate of Leroy Williams, deceased, to file their claims, properly authenticated, with the Clerk of the Circuit Court for Anne Arundel County on or before the 9th day of November, 1955.

O. BOWIE DUCKETT
MATTHEW S. EVANS

a-29

LIBER 93 PAGE 565

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,470 Equity
MAXINE M. WILLIAMS, widow
Vs.
EMMA WILLIAMS, widow and JESSIE WILLIAMS and R. A. WILLIAMS, her husband, et al.

Ordered, this 8th day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by MATTHEW E. EVANS and O. BOWIE DUCKETT, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 17th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 17th day of October next.

The report states that the amount of sale was $1,250.00.

GEORGE T. CROMWELL, Clerk.

True, Copy, Test:
GEORGE T. CROMWELL, Clerk.

o-6

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 10, 1955

We hereby certify, that the annexed

Order Nisi - Eq. 10,470
Sale
Emma Williams

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 17th day of October, 1955. The first insertion being made the 15th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 14 Nov. 1955.

In the Case of LIBER 93 PAGE 566

Maxine M. Williams,
Widow

vs.

Emma Williams,
Widow, et al

In the

Circuit Court

For

Anne Arundel County

No. 10,470 Equity

To the Honorable, the Judges of said Court:

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

December 8, 1955

All of which is respectfully submitted.

Laura R. Jacklin
Auditor.

63

Filed 9 Dec., 1955.

Dr. Maxine M. Williams, Widow, vs. Emma Williams, Widow, et al

				in ac.	
To Trustees for Commissions, viz:		68	38	68	38
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		71	00		
Chipman W. Cunningham - Examiner's fee		10	00		
Irene Hazel - stenographer's fee		12	00		
Auditor - stating this account		18	00	131	00
To Trustees for Expenses, viz:					
Capital-Gazette Press - order of publication		62	52		
Capital-Gazette Press - notice to creditors (Leroy Williams)		6	00		
Capital-Gazette Press - advertising sale		36	24		
Capital-Gazette Press - order nisi (sale)		8	00		
Capital-Gazette Press - order nisi (acct)		6	00		
Speer Publications, Inc. - handbills		14	12		
Fidelity & Deposit Co. - bond premium		12	00		
George W. Scible - auctioneer's fee		25	00		
Clerk of Court - recording quit-claim deed		4	00		
Fred E. Voges and Edward S. Hall, Sr. - appraisal and testimony		50	00		
One-half Federal documentary stamps			83		
One-half State documentary stamps			82		
Viola J. Brown - notary fee			50		
Alice L. Wood - notary fees		1	50	227	53
BALANCE FOR DISTRIBUTION - $841.01					
Distributed to the heirs at law of Harry E. Williams, deceased, viz:					
To Maxine M. Williams, widow - one-half	420	50			
To Heirs at Law of Leroy Williams, father - one-half, viz:					
To Emma Williams, Widow - one-sixth	140	17			
To Jessie Williams, daughter - one-ninth	93	45			
To Millie Lindenberg, daughter - one-ninth	93	45			
To Nellie C. Miller, daughter - one-ninth	93	44		841	01
				1,267	92

with Matthew S. Evans and O. Bowie Duckett, Trustees Cr.

1955							
Aug.	30	Proceeds of Sale		1,250	00		
		Interest on deferred payment		11	87	1,261	87
		Refund 1955 State and County taxes- 4 months		6	05	6	05
						1,267	92

65

LIBER 93 PAGE 569

ORDER NISI

Maxine M. Williams,

Widow

VERSUS

Emma Williams,

Widow, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,470 Equity.

ORDERED, This 9 day of December, 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 16 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16 day of January next.

Filed 9 dec, 1955. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of January, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Filed Jan. 23, 1956 Benjamin Michaelson

Judge

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 10,470 EQUITY
MAXINE M. WILLIAMS, Widow,
versus
EMMA WILLIAMS, Widow, et al.

Ordered, this 9th day of December, 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 16th day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 16th day of January next.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
d-29

No. E.C. _____

67

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 23, 1956

We hereby certify, that the annexed

Order Nisi Eq. 10,470

Auditor account

Maxine M. Williams

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of January, 1956. The first insertion being made the 15th day of December, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. O. Tolchman

Filed JAN 23 1956

LIBER 93 PAGE 570

ROBERT W. BLAKE, and MILDRED M. BLAKE, his wife	:	No. 11,454 Equity
	:	IN THE
vs	:	CIRCUIT COURT
MARIE A. HARRISON, sometimes known as MARY A. HARRISON 2410 Brambleton Road Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lots 26 and 27, Section 44, as laid down on the plat of Boulevard Park, Anne Arundel County, Maryland	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	
	:	
	:	
	:	

BILL OF COMPLAINT

TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Complainants, Robert W. Blake, and Mildred M. Blake, his wife, by William W. Townshend, Jr. and William E. Kirk, their Attorneys, respectfully show:

1. That on August 2, 1955, the Certificate of Tax Sale attached hereto, pertaining to Lots 26 and 27, Section 44, Boulevard Park, and marked "Complainants' Exhibit No. 1" was issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland and Anne Arundel County, to your Complainants, which Certificate is prayed to be taken as part hereof.

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

> Certificate No. 1147 - Property in the Third Election District of Anne Arundel County, described as Lots 26 and 27, Block 44, situated at Boulevard Park,

which lots, at the time of the tax sale, were assessed to Mrs. M. A. Harrison; that the above-mentioned lots were originally leased unto Marie A. Harrison and William F. Pirscher as joint tennants, the latter having departed this life on June 22, 1922, for ninety-nine years by a lease from The Ridge Realty Company, a body corporate, dated March 1, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 55, Folio 420, and the said Ridge Realty Company, subsequently, conveyed the fee simple inter-

Filed 16 Aug., 1955.

est to Mary A. Harrison, sometimes known as Marie A. Harrison, by deed dated April 26, 1926, and recorded in Liber W.M.B. 22, Folio 281; that the amount due the Collector of Taxes for the State of Maryland and Anne Arundel County on the day of the tax sale held October 9, 1939, was seventeen dollars and ninety-seven cents ($17.97).

3. That the description of the property as the same appeared upon the Tax Roll of the Treasurer of Anne Arundel County for the Third Election District on the day of the sale was:

Mrs. M. A. Harrison
2410 Brambleton Rd.
Balto., Md.
Boulevard Park
Lots # 26, 27, Blk 44

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

4. That according to the Equity, Law, and Land Records of Anne Arundel County, and the Register of Wills of Anne Arundel County, title to said Lots 26 and 27 was vested in the name of Mary A. Harrison, sometimes known as Marie A. Harrison, at the time of the tax sale; and that the Board of County Commissioners for Anne Arundel County purchased said lots at said tax sale which was finally ratified by the Circuit Court for Anne Arundel County in Tax Sale Proceedings No. 4891.

5. That the County Commissioners of Anne Arundel County and James A. Walton, then Treasurer of Anne Arundel County, conveyed said Lots 26 and 27, Section 44, Boulevard Park, to William G. Williams, Jr., and Anna Grace Williams, his wife, by deed dated July 5, 1941, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 244, Folio 92; and the above-mentioned Grantees, in turn, conveyed said lots 26 and 27 to your Complainants by deed dated June 1, 1946, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 361, Folio 443, and the Certificate of Tax Sale was issued to your Complainants on August 2, 1955, as aforesaid for said lots.

6. That the aforesaid lots of ground have not been re-

deemed by any party in interest, although more than one year and one day from the date of sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland, namely, Article 81 of the Annotated Code of Maryland.

7. That your Complainants pray for process directed to the Respondent Marie A. Harrison, sometimes known as Mary A. Harrison, whose last known address is 2410 Brambleton Road, Baltimore, Maryland.

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

Mrs. M. Harrison, Certificate No. 1147 - $17.97

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

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

TO THE END, THEREFORE,

(a) That this Court pass a final decree foreclosing all the rights of redemption of the Respondents herein, in and to the aforesaid Lots 26 and 27, Section 44, Boulevard Park.

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

(c) That an Order of Publication be passed giving notice to the Respondent and all persons having or claiming to have any interest in the aforesaid property, of the object and substance of this Bill of Complaint and warning them to be and appear in this Court, in person or by Solicitor, on or before the day of , 1955, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

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

AND AS IN DUTY BOUND, ETC.,

Robert W. Blake
Robert W. Blake

Mildred M. Blake
Mildred M. Blake,
Complainants

William W. Townshend, Jr.

William E. Kirk
William E. Kirk
Attorneys for Complainants

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 13 day of August, 1955, before me the Subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Robert W. Blake and Mildred M. Blake, his wife, the above named Complainants, and they made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of their knowledge, information, and belief.

WITNESS my hand and Notarial Seal.

Helen L. Ricker
Notary Public

NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

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LIBER 93 PAGE 574

1147

CERTIFICATE OF TAX SALE

I, Joseph H Gricom Jr. Successor to John M. Green, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 9, 1939, I sold to A. A. Co. Comm. at public auction for the sum of 11 Dollars and 97 Cents, of which No Dollars has been paid as a deposit on the property in 3 District described as Lots 26-27 Block 44 situated at Boulevard Park

and assessed to Mrs. M. Harrison

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 10, 1940, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 2 day of August 1955

Joseph H Gricom Jr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 2 day of ~~October~~ August, 1955, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. Gricom, 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 6 1957

Complainants' Exhibit No. 1
Filed 16 Aug., 1955

5'

ROBERT W. BLAKE, and MILDRED M. BLAKE, his wife	:	No. 11434 Equity
	:	IN THE
vs	:	CIRCUIT COURT
MARIE A. HARRISON, sometimes known as MARY A. HARRISON 2410 Brambleton Road Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lots 26 and 27, Section 44, as laid down on the plat of Boulevard Park, Anne Arundel County, Maryland	:	FOR
	:	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 Grantors of the Complainants in these proceedings and described as follows:

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known as Lots 26 and 27, Block 44, as laid down on the plat of Boulevard Park.

BEING the same lots of ground described in a lease from the Ridge Realty Company to Marie A. Harrison and William F. Pircher, now deceased, as joint tenants, dated March 1, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. 55, Folio 420; and being the same lots described in a deed from the Ridge Realty Company to Mary A. Harrison, sometimes known as Marie A. Harrison, dated April 26, 1926, and recorded in Liber W.M.B. 22, Folio 281.

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.

Filed 16 Aug., 1955.

6

It is thereupon, this 16 day of August, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 26 day of October, 1955, 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.

George T. Cromwell, Clerk.

George T. Cromwell Clerk

TRUE COPY TEST:

_____

Clerk

1

WILLIAM W. TOWNSHEND, JR.
and
WILLIAM KIRK
Attorneys at Law

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,454 Equity
ROBERT W. BLAKE, and MILDRED M. BLAKE, his wife
Vs.
MARIE A. HARRISON, sometimes known as MARY A. HARRISON, 2410 Brambleton Road, Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lots 26 and 27, Section 44, as laid down on the plat of Boulevard Park, Anne Arundel County, Maryland.

Order 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 Grantors of the Complainants in these proceedings and described as follows:

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known as Lots 26 and 27, Block 44, as laid down on the plat of Boulevard Park.

BEING the same lots of ground described in a lease from the Ridge Realty Company to Maria A. Harrison and William F. Pircher, now deceased, as joint tenants, dated March 1, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. 55, Folio 420; and being the same lots described in a deed from the Ridge Realty Company to Mary A. Harrison, sometimes known as Marie A. Harrison, dated April 20, 1920, and recorded in Liber W. M. B. 22, Folio 281.

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 16th day of August, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Court by the 26th day of October, 1955, 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.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.

s-15

LIBER 93 PAGE 577

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1955

We hereby certify, that the annexed

Order Publication

Eq. 11,454

Real Estate

Marie A. Harrison

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 October, 1955. The first insertion being made the 25th day of August, 1955

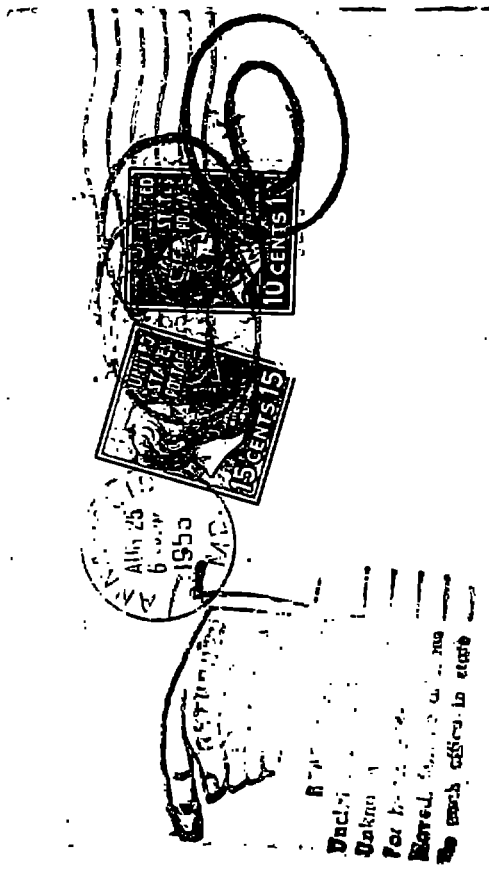
THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 14 Nov., 1955.

ROBERT W. BLAKE, and MILDRED H. BLAKE, his wife	:	No. 11,454 Equity
	:	IN THE
vs	:	CIRCUIT COURT
MARIE A. HARRISON, sometimes known as MARY A. HARRISON	:	FOR
	:	ANNE ARUNDEL COUNTY

CERTIFIED LETTER NOTICE AND RETURN



Mary (Marie) A. Harrison
2410 Brambleton Road
Baltimore, Maryland

CERTIFIED MAIL
No. 458932

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

Filed 14 Nov., 1955.

ROBERT W. BLAKE, and MILDRED M. BLAKE, his wife vs MARIE A. HARRISON, sometimes known as MARY A. HARRISON 2410 Brambleton Road Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lots 26 and 27, Section 44, as laid down on the plat of Boulevard Park, Anne Arundel County, Maryland	:	No. 11,454 Equity IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two summons to the defendant, Marie A. Harrison, have been returned "Non Est", and that the ORDER of PUBLICATION heretofore issued herein has been duly published in the Maryland Gazette, a newspaper printed and published in the County of Anne Arundel, Maryland, and the defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them,

It is thereupon, this 15th day of November, 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.

Benjamin Michaelson
Judge

10

Filed 15 Nov., 1955

LIBER 93 PAGE 580

ROBERT W. BLAKE, and MILDRED M. BLAKE, his wife	:	No. 11,454 Equity
vs	:	IN THE
MARIE A. HARRISON, sometimes known as MARY A. HARRISON 2410 Brambleton Road Baltimore, Maryland, and all persons having or claiming to have any interest in property known as Lots 26 and 27, Section 44, as laid down on the plat of Boulevard Park, Anne Arundel County, Maryland	:	CIRCUIT COURT FOR 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 69 to 121 of Article 81 of the Annotated Code of Maryland (1951 Edition),

It is, thereupon, this 19th day of December, 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 located in the Third Election District of Anne Arundel County and described in these proceedings, namely:

> Lots 26 and 27, Block 44, situated at Boulevard Park, as shown on the Plat of Boulevard Park and recorded among the Plat Records of Anne Arundel County in Plat Book 13, Page 36.

and having been sold by the Treasurer of Anne Arundel County on October 9, 1939 for the nonpayment of taxes, be and the same is hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring prior to this decree, as well as all encumbrances thereon (excepting taxes accruing subsequent to said date of sale and the public assessments to which the same are 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 accruing subsequent to the date of said tax 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 this proceeding.

Filed 19 Dec 1955

Benjamin Michaelson
Judge