LIBER 94 PAGE 1

IN THE MATTER OF THE SALE	:	NO. 11,432 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF		
JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife,	:	CIRCUIT COURT
AND	:	FOR
FRED BENEDETTI and EDITH BENEDETTI, his wife	:	ANNE ARUNDEL COUNTY

:::::::

ORDER TO DOCKET SUIT, ETC.

Mr. Clerk:

Please docket this suit and file the within original mortgage and statement of mortgage debt.

Albert J. Goodman
156 South Street
Annapolis, Maryland
Attorney named in Mortgage

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 27 July, 1955.

MORTGAGE FEE—COUNTY—$4.

LIBER 821 PAGE 92

LIBER 94 PAGE 2

No. 11,432 Equity

SECOND PURCHASE MONEY

This Mortgage, Made this 30th day of March,

in the year nineteen hundred and fifty-four, by and between JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife, and FRED BENEDETTI and EDITH BENEDETTI, his wife,

Mortgagors, of the District of Columbia, ~~in the State of Maryland,~~ of the first part,

and GEORGE H. VILLENEUVE and SALLY L. VILLENEUVE, his wife,

Mortgagee s, of the second part.

WHEREAS, the said mortgagors are justly indebted unto the said mortgagees in the full and just sum of EIGHTEEN THOUSAND DOLLARS ($18,000.00), being the balance of the purchase price of the hereinafter-described property, to be repaid in monthly installments of ONE HUNDRED- - - - - - - DOLLARS ($ 100.00-) each, plus interest at the rate of five per cent (5%) per annum on the unpaid balance, said principal and interest payments to be made on the 15th day of each and every month hereafter, and as evidencing the same, have this day passed unto the said mortgagees their joint promissory note of even date herewith in the amount of EIGHTEEN THOUSAND DOLLARS ($18,000.00), payable in installments as aforesaid; and

WHEREAS, it is hereby agreed and understood that the mortgagors shall have the right and privilege of increasing their installment payments in any amount or to pay the entire debt hereby secured at any time; and the mortgagees hereby agree to accept such payment; and upon the full payment of said debt, with all interest up to the date of actual payment, they will release this mortgage; and

WHEREAS, it was a condition precedent to the making of said loan that this mortgage should be executed for the purpose of securing said promissory note, together with any and all renewals thereof or substitutes therefor at the times limited for the same.

NOW THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of One Dollar, the said Mortgagor s do grant and convey unto the said Mortgagee s, their heirs and assigns, in fee simple, all those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County, aforesaid, and described as follows; subject to the restrictions of record, and subject to the legal operation and effect of a first mortgage to the United Federal Savings and Loan Association of Glen Burnie , of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto:

BEGINNING for the same at an iron pipe previously set at the northwest corner formed by the intersection of the north side of Ridgeville Road and the west side of Mayo Road, as shown on a plat of Woodland Beach, Sheet No. 1, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6, said point of beginning being also at the southeast corner of Lot No. 568, as shown on said plat, and running thence in a northwesterly direction binding on Mayo Road the distance of 120 feet; and running thence in a southwesterly direction at right angles to said Mayo Road the distance of 120 feet; thence in a southeasterly direction and parallel to the first line of this description the distance of 120 feet to a point on Ridgeville Road; thence along said Ridgeville Road the distance of 120 feet in a northeasterly direction to the said iron pipe and point of beginning, being Lots Nos. 568, 569, 570, 571, 572, 573, 555, and 400 square feet of Lot No. 567, as shown on the aforesaid plat, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining the said premises, as designated and delineated on the aforesaid plat.

Filed 27 July, 1955.

BEING the same property which was conveyed to the said James Pagliochini and Fred Benedetti by George H. Villeneuve and wife by deed of even date herewith and recorded among the Land Records of Anne Arundel County immediately prior hereto.

AND IN ADDITION THERETO, the following-described property of the mortgagors located within the building and on the premises of the property now occupied by the mortgagors and operated by them as "Woodland Restaurant, Inc.," Woodland Beach, Edgewater, Maryland:

1 - 2-keg Perlick draught system
1 Bell 36-case beer cooler with ½ h. p. remote unit
1 National cash register #3487978-4224
1 Mosler safe #145069
1 - 4-slice Toastmaster, Model 1D2#D13495
1 Garland 6-burner gas range with broiler and grill
1 Garland large frylator #B1400PL
1 Pitco large frylator #47Y1964CL
1 - 11 cu. ft. G. M. Frigidaire, Model 10-100
1 American slicer, Model 55#5502836
1 R. C. A. 16" television
1 Vaculator 3-burner coffee maker, complete, stainless steel
1 Toledo meat grinder #1074, complete
1 - 13 cu. ft. G. M. Frigidaire freezer
1 G. M. Frigidaire 3-door reach-in refrigerator #22DA167
1 - 35 ft. bar
1 - 14 ft. back bar with plate glass mirror
1 Hamilton-Beach #33 electric mixer
1 - 18" kitchen ventilating fan
1 - 24" floor fan
8 booths
1 pie case
1 - 9 ft. oak work table
1 Sohmer cabinet grand piano
33 formica top pedestal tables
1 French fry cutter #K1050
120 Bentwood chairs
1 Western Union battery clock
miscellaneous lot silver, china and glassware to serve 75
miscellaneous lot kitchen cooking equipment

And in addition thereto, all other goods and chattels of like nature and all other fixtures and equipment now belonging to or hereafter to be acquired by the said mortgagors, and also the stock in trade and trade fixtures which shall or may at any time or times hereafter during the continuance of this security be brought into the said premises or be appropriated to the use of the said business, either in addition to or substitution for the said stock in trade, trade fixtures and effects now being therein or belonging thereto.

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

TO HAVE AND TO HOLD the aforesaid parcels of ground and premises and chattels unto and to the proper use and benefit of the said mortgagees, as tenants by the entireties, the survivor of them, their personal representatives, heirs and assigns, forever, in fee simple, subject, however, to the restrictions of record and to the first mortgage hereinbefore referred to.

PROVIDED, that if the said mortgagors, their heirs, personal representatives or assigns, shall well and truly pay or cause to be paid the aforesaid sum of EIGHTEEN THOUSAND ($18,000.00) 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 mortgagors shall possess the aforesaid property upon paying in the meantime, all taxes and assessments, public dues and charges of every kind, levied or assessed, or to be levied or assessed on said hereby mortgaged property, which taxes, assessments, public dues, charges, mort-

gage debt and interest, the said mortgagors, 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 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 mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, 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 Mortgagees, their 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 TWO HUNDRED ($200.00) 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 Mortgagees, their personal representatives 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 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, an attorney's fee of FIFTY DOLLARS ($50.00), 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 attorney's fee, expenses, costs and commission the said Mortgagors, for themselves, their heirs, personal representatives and assigns, do hereby covenant to pay, and the said Mortgagees, their personal representatives or assigns, or ALBERT J. GOODMAN, 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 attorney's fee, expenses, costs, and commission, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said attorney's fee, principal, costs, expenses and commission.

AND the said mortgagors, for themselves, their personal representatives and assigns, do further covenant to insure, and pending the existence of this Mortgage to keep insured in some good company satisfactory to the said Mortgagees, their personal representatives and assigns, the improvements on the hereby mortgaged land to the amount of at least EIGHTEEN THOUSAND ($18,000.00) 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 Mortgagees, their personal representatives and assigns, to the extent of their lien or claim hereunder, and to deliver said policy or policies to the said Mortgagees, their personal representatives and assigns.

WITNESS the hands and seals of the said Mortgagors.

TEST:

Grace R. Hartge
Grace R. Hartge

James Pagliochini (SEAL)
Phyllis Pagliochini (SEAL)
Fred Benedetti (SEAL)
Edith Benedetti (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I Hereby Certify, that on this 30th day of March, in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife, and FRED BENEDETTI and EDITH BENEDETTI, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared GEORGE H. VILLENEUVE and SALLY L. VILLENEUVE, his wife, and made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

Recorded-31st-March-1954-at-11:15-A.M.

MORTGAGE

FROM

JAMES PAGLIOCHINI and
PHYLLIS PAGLIOCHINI, his wife, and

FRED BENEDETTI and
EDITH BENEDETTI, his wife

TO

GEORGE H. VILLENEUVE and

SALLY L. VILLENEUVE, his wife

BLOCK NO.

Received for Record 31 March, 19 54,
at 11:15 o'clock A. M. Same day recorded
in Liber 821 No. 821 Folio 92 &c.,
one of the Land Records of A.A. Co.
examined per
JOHN H. HOPKINS, 2nd, Clerk.
Cost of Record, $ 6.32 Pd.

ALBERT J. GOODMAN
ATTORNEY AT LAW
156 SOUTH STREET
ANNAPOLIS, MARYLAND

The Daily Record Company, Baltimore, Md.

1.10

LIBER 94 PAGE 6

IN THE MATTER OF THE SALE	:	NO. 11,432 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF		
JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife,	:	CIRCUIT COURT
AND	:	FOR
FRED BENEDETTI and EDITH BENEDETTI, his wife	:	ANNE ARUNDEL COUNTY

:::::::

STATEMENT OF MORTGAGE DEBT

The statement of the mortgage claim of George H. Villeneuve and Sally L. Villeneuve, his wife, under the mortgage from James Pagliochini and Phyllis Pagliochini, his wife, and Fred Benedetti and Edith Benedetti, his wife, dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 821, folio 92:

Principal debt as of May 15, 1955	16,700.00
Interest at 5% from May 15, 1955, to August 30, 1955	248.18
	16,948.18

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 27th day of July, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared GEORGE H. VILLENEUVE and SALLY L. VILLENEUVE, his wife, the within mortgagees, and made oath in due form of law that the above statement of mortgage debt is true to the best of their knowledge and belief.

AS WITNESS my hand and Notarial seal.

Grace R. Hartge

Grace R. Hartge, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 27 July, 1955

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Legal Notices

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

ATTORNEY'S SALE

OF VALUABLE FEE SIMPLE BUSINESS AND DWELLING PROPERTY
LOCATED AT WOODLAND BEACH, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND,
AND
FURNISHINGS AND RESTAURANT EQUIPMENT CONTAINED IN SAID PREMISES KNOWN AS "WOODLAND RESTAURANT, INC."

By virtue of a power of sale contained in a mortgage from James Paglochini and Phyllis Paglochini, his wife, and Fred Benedetti and Edith Benedetti, his wife, dated March 30, 1951, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 821, folio 92, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale on the premises known as "Woodland Restaurant, Inc.", on Mayo Road, Woodland Beach, Edgewater, Maryland on

TUESDAY, AUGUST 30, 1955
AT 11 O'CLOCK A. M.

All those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County aforesaid and described as follows, subject to the restrictions of record:

Beginning for the same at an iron pipe previously set at the northwest corner formed by the intersection of the north side of Ridgeville Road and the west side of Mayo Road, as shown on a plat of Woodland Beach, Sheet No. 1, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6, said point of beginning being also at the southeast corner of Lot No. 568, as shown on said plat; and runing thence in a northwesterly direction binding on Mayo Road the distance of 120 feet; and running thence in a southwesterly direction at right angles to said Mayo Road the distance of 120 feet; thence in a southeasterly direction and parallel to the first line of this description the distance of 120 feet to a point on Ridgeville Road; thence along said Ridgeville Road the distance of 120 feet in a northeasterly direction to the said iron pipe and point of beginning, being Lots Nos. 568, 569, 570, 571, 572, 573, 555, and 400 square feet of Lot No. 567, as shown on the aforesaid plat, together with the right, title and interest of the mortgegors, if any, in and to that portion of the road or roads, streets

LIBER 94 PAGE 7

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 26, 1955

We hereby certify, that the annexed

Attorney's Sale

James Paglochini

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 ~~successive~~ weeks before the 30th day of August, 1955. The first insertion being made the 4th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 26 Aug., 1955.

or avennes, immediately adjoining the said premises, as designated and delineated on the aforesaid plat.

Being the same property which was conveyed to the said James Paglochini, et al., by George H. Villeneuve and wife by deed dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 821, folio 88.

This property is improved by a two-story, frame building, the first floor of which is now operated as a restaurant and contains a large dining room, a second large dining room paneled in knotty pine, a kitchen, storeroom, rest rooms, and a walk-in freezer box; and the second floor of which contains an apartment, reached by a separate outside stairway, with a living room, three bedrooms, kitchen and bath; without central heat.

Said property is sold subject to the legal operation and effect of a prior mortgage to the United Federal Savings and Loan Association of Glen Burnie, the balance of which will be disclosed at the time of sale.

AND IMMEDIATELY THEREAFTER, the following chattels contained in the aforesaid premises, which shall first be offered separately, with bids reserved, and then offered as an entirety, and sold in the manner yielding the highest price:

1 2-keg Perlick draught system.
1 Bell 36-case beer cooler with ½ h.p. remote unit.
1 National cash register No. 3487978-4224.
1 Mosler safe No. 145069.
1 4-slice Toastmaster, Model 1D2, No. D13495.
1 Garland 6-burner gas range with broiler and grill.
1 Garland large frylator No. B1400-PL.
1 Pitco large frylator No. 47Y1964-CL.
1 11 cu. ft. G. M. Frigidaire, Model 10-100.
1 American slicer, Model 55 No. 5502836.
1 R. C. A. 16" television.
1 Vaculator 3-burner coffee maker, complete, stainless steel.
1 Toledo meat grinder No. 1074, complete.
1 13 cu. ft. G. M. Frigidaire freezer.
1 G. M. Frigidaire 3-door reach-in refrigerator No. 22DA167.
1 35-ft. bar.
1 14-ft. back bar with plate glass mirror.
1 Hamilton-Beach No. 33 electric mixer.
1 15" kitchen ventilating fan.
1 24" floor fan.
8 booths.
1 pie case.
1 9-ft. oak work table.
1 Schmer cabinet grand piano.
33 formica top pedestal tables.
1 French fry cutter No. K1050.
120 Bentwood chairs.
1 Western Union battery clock.
miscellaneous lot silver, china and glassware to serve 75.
miscellaneous lot kitchen cooking equipment.
all stock in trade, trade fixtures and effects now being in said premises or belonging thereto.

TERMS OF SALE: A deposit of 10% of the purchase price of the fee simple real estate will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance and other expenses to be adjusted to day of sale; cash as to chattels and immediate removal thereof required.

For further particulars, apply to:

ALBERT J. GOODMAN,
Attorney named in mortgage,
158 South Street,
Annapolis, Maryland.

ROBERT H. CAMPBELL, Auctioneer.

a-25

Maryland Form Bond—
Sale of Real Estate

IN THE MATTER OF THE SALE OF THE MORTGAGED REAL ESTATE OF JAMES PAGLIOCHINI, et al.

LIBER 94 PAGE 9

Glens Falls

INDEMNITY COMPANY
Glens Falls, New York

NO. 11,432 EQUITY
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY

ATTORNEY'S BOND

Know All Men by these Presents:

THAT WE, Albert J. Goodman,

INSURANCE

as Principal, and GLENS FALLS ~~INDEMNITY~~ COMPANY, a body corporate of the State of New York and duly authorized to transact business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Eighteen Thousand ($18,000.00) - Dollars, current money, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, sealed with our seals, and dated this 29th day of August, nineteen hundred and fifty-five.

Whereas, by virtue of a power of sale contained in a mortgage from James Pagliochini and Phyllis Pagliochini, his wife, and Fred Benedetti, his wife, - to George H. Villeneuve and Sally L. Villeneuve, his wife, - bearing date on or about the 30th day of March, nineteen hundred and fifty-four, the said Albert J. Goodman 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 Albert J. Goodman, by duly recorded assignment assigned said mortgage unto the said Principal for the purpose of foreclosure, and the said Principal, is about to execute said power and make sale of the property described as aforesaid in said mortgage;

Now the Condition of the above Obligation is such. That if the above bounden Albert J. Goodman do and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation to be void and of no effect, otherwise to be and remain in full force and virtue in law.

Grace R. Hartge
Grace R. Hartge

Albert J. Goodman (SEAL)

(SEAL)

Insurance
GLENS FALLS ~~INDEMNITY~~ COMPANY

Dorothy Geipe
Dorothy Geipe

L. E. King, Attorney

Form 8182—A—6-50

approved this 30 Aug., 1955
George J. Cromwell, Clerk.
Filed 30 Aug., 1955.

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ROBERT H. CAMPBELL - LIBER 94 PAGE 10 - - - - Auctioneer

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

ATTORNEY'S SALE

— OF VALUABLE —

Fee Simple Dwelling and Business Property

LOCATED AT WOODLAND BEACH,
FIRST ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND
AND
FURNISHINGS AND RESTAURANT EQUIPMENT
CONTAINED IN SAID PREMISES
KNOWN AS "WOODLAND RESTAURANT, INC."

By virtue of a power of sale contained in a mortgage from James Pagliochini and Phyllis Pagliochini, his wife, and Fred Benedetti and Edith Benedetti, his wife, dated March 30, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 821, folio 92, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale on the premises known as "Woodland Restaurant, Inc.," on Mayo Road, Woodland Beach, Edgewater, Maryland, on

Tuesday, August 30th, 1955

AT 11 A.M.

All those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County aforesaid and described as follows, subject to the restrictions of record:

Beginning for the same at an iron pipe previously set at the northwest corner formed by the intersection of the north side of Ridgeville Road and the west side of Mayo Road, as shown on a plat of Woodland Beach, Sheet No. 1, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6, said point of beginning being also at the southeast corner of Lot No. 568, as shown on said plat; and running thence in a northwesterly direction binding on Mayo Road the distance of 120 feet; and running thence in a southwesterly direction at right angles to said Mayo Road the distance of 120 feet; thence in a southeasterly direction and parallel to the first line of this description the distance of 120 feet to a point on Ridgeville Road; thence along said Ridgeville Road the distance of 120 feet in a northeasterly direction to the said iron pipe and point of beginning, being Lots Nos. 568, 569, 570, 571, 572, 573, 555, and 400 square feet of Lot No. 567, as shown on the aforesaid plat, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining the said premises, as designated and delineated on the aforesaid plat.

Being the same property which was conveyed to the said James Pagliochini, et al., by George H. Villeneuve and wife by deed dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 821, folio 86.

This property is improved by a two-story, frame building, the first floor of which is now operated as a restaurant and contains a large dining room, a second large dining room paneled in knotty pine, a kitchen, a storeroom, rest rooms, and a walk-in freezer box; and the second floor of which contains an apartment, reached by a separate outside stairway, with a living room, three bedrooms, kitchen and bath; without central heat.

Said property is sold subject to the legal operation and effect of a prior mortgage to the United Federal Savings and Loan Association of Glen Burnie, the balance of which will be disclosed at the time of sale.

AND IMMEDIATELY THEREAFTER, the following chattels contained in the aforesaid premises, which shall be first offered separately, with bids reserved, and then offered as an entirety, and sold in the manner yielding the highest price:

1 2-Keg Perlick draught system
1 Bell 36-case beer cooler with ½ h.p. remote unit
1 National cash register #3487978-4224
1 Mosler safe #145069
1 4-slice Toastmaster, Model 1D2#D13495
1 Garland 6-burner gas range with broiler and grill
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1 American slicer, Model 55#5502836
1 R. C. A. 16" television
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1 G. M. Frigidaire 3-door reach-in refrigerator #22DA167
1 35 ft. bar
1 14 ft. back bar with plate glass mirror
1 Hamilton-Beach #33 electric mixer
1 18" kitchen ventilating fan
1 24" floor fan
8 booths
1 pie case
1 9 ft. oak work table
1 Sohmer cabinet grand piano
33 formica top pedestal tables
1 French fry cutter #K1050
120 Bentwood chairs
1 Western Union battery clock
Miscellaneous lot silver, china and glassware to serve 75
Miscellaneous lot kitchen cooking equipment
All stock in trade, trade fixtures and effects now being in said premises or belonging thereto

TERMS OF SALE: A deposit of 10% of the purchase price of the fee simple real estate will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance and other expenses to be adjusted to day of sale; cash to chattels and immediate removal thereof required.

For further particulars, apply to:

ALBERT J. GOODMAN,
Attorney named in mortgage
156 South Street
Annapolis, Maryland

Filed 30 Aug., 1955.

IN THE MATTER OF THE SALE	:	NO. 11,432 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF		
JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife,	:	CIRCUIT COURT
AND	:	FOR
FRED BENEDETTI and EDITH BENEDETTI, his wife	:	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, attorney named in the mortgage, the fee simple real estate described in the advertisement attached hereto for the sum of Ten Thousand One Hundred Dollars ($10,100.00) , subject to the balance of Fourteen Thousand Three Hundred Sixty-six and 48/100 Dollars ($14,366.48) due the United Federal Savings and Loan Association of Glen Burnie as of the day of sale on its first mortgage; and I (we) agree to comply with the terms of sale as set forth in said advertisement.

AS WITNESS my (our) hand(s) and seal(s) this 30th day of August, 1955.

WITNESS:

Grace R. Hartge as to George H. Villeneuve (SEAL)
Grace R. Hartge

Grace R. Hartge as to Sally L. Villeneuve (SEAL)
Grace R. Hartge Per R.H.C.

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, attorney named in the mortgage, the fee simple real estate described in the advertisement attached hereto to George H. Villeneuve and Sally L. Villeneuve, his wife, at and for the sum of Ten Thousand One Hundred Dollars ($10,100.00) , 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 30th day of August, 1955.

WITNESS:

Grace R. Hartge Robert H. Campbell, Auctioneer (SEAL)

Filed 30 Aug., 1955.

LIBER 94 FAGE 13

IN THE MATTER OF THE SALE	:	NO. 11,432 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF		
JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife	:	CIRCUIT COURT
AND	:	FOR
FRED BENEDETTI and EDITH BENEDETTI, his wife	:	ANNE ARUNDEL COUNTY

:::::::

ATTORNEY'S REPORT OF SALE OF REAL ESTATE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person on the premises known as "Woodland Restaurant, Inc.," on Mayo Road, Woodland Beach, Edgewater, Maryland, on Tuesday, August 30, 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 fee simple real estate mentioned in said mortgage, subject, however, to the legal operation and effect of a prior mortgage to the United Federal Savings and Loan Association of Glen Burnie, the balance of $14,366.48 being due thereon at the time of sale, to wit:

> All those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County and described as follows, subject to the restrictions of record:
>
> Beginning for the same at an iron pipe previously set at the northwest corner formed by the intersection of the north

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 30 Aug., 1955

side of Ridgeville Road and the west side of Mayo Road, as shown on a plat of Woodland Beach, Sheet No. 1, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6, said point of beginning being also at the southeast corner of Lot No. 568, as shown on said plat; and running thence in a northwesterly direction binding on Mayo Road the distance of 120 feet; and running thence in a southwesterly direction at right angles to said Mayo Road the distance of 120 feet; thence in a southeasterly direction and parallel to the first line of this description the distance of 120 feet to a point on Ridgeville Road; thence along said Ridgeville Road the distance of 120 feet in a northeasterly direction to the said iron pipe and point of beginning, being Lots Nos. 568, 569, 570, 571, 572, 573, 555, and 400 square feet of Lot No. 567, as shown on the aforesaid plat, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining the said premises, as designated and delineated on the aforesaid plat.

Being the same property which was conveyed to the said James Pagliochini, et al., by George H. Villeneuve and wife by deed dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 821, folio 86.

Said property being sold to George H. Villeneuve and Sally L. Villeneuve, his wife, at and for the sum of Ten Thousand One Hundred- - - - - - - - - - - - - - - DOLLARS ($10,100.00), 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 of real estate are filed herewith, all of which are respectfully submitted.

Albert J. Goodman
156 South Street
Annapolis, Maryland
Attorney Named in the Mortgage

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, attorney named in the mortgage, and made oath in due form of law that the matters and facts set forth in the foregoing report of sale are true as therein set

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Donna E. Lape

Donna E. Lape, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 94 PAGE 16

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

James Pagliochini and
Phyllis Pagliochini, his wife, And
Fred Benedetti and
Edith Benedetti, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,432 Equity

Ordered, this 30 day of August, 19 55, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney Named in the Mortgage,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of October next.

The report states that the amount of sales was $ 10,100.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 30 Aug., 1955.

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

James Pagliochini and
Phyllis Pagliochini, his wife, And
Fred Benedetti and
Edith Benedetti, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of October, 19 55, that the sale made and reported by the Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

14.

Filed: 11 Oct 1955

ROBERT H. CAMPBELL - - - - - - - - - - Auctioneer

ALBERT J. GOODMAN
156 South Street
Annapolis, Maryland

LIBER 94 PAGE 17

ATTORNEY'S SALE

— OF VALUABLE —

Fee Simple Dwelling and Business Property

LOCATED AT WOODLAND BEACH,
FIRST ELECTION DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND
AND
FURNISHINGS AND RESTAURANT EQUIPMENT
CONTAINED IN SAID PREMISES
KNOWN AS "WOODLAND RESTAURANT, INC."

By virtue of a power of sale contained in a mortgage from James Pagliochini and Phyllis Pagliochini, his wife, and Fred Benedetti and Edith Benedetti, his wife, dated March 30, 1954, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 821, folio 92, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale on the premises known as "Woodland Restaurant, Inc.," on Mayo Road, Woodland Beach, Edgewater, Maryland, on

Tuesday, August 30th, 1955

AT 11 A.M.

All those lots or parcels of ground situate and lying in the First Election District of Anne Arundel County aforesaid and described as follows, subject to the restrictions of record:

Beginning for the same at an iron pipe previously set at the northwest corner formed by the intersection of the north side of Ridgeville Road and the west side of Mayo Road, as shown on a plat of Woodland Beach, Sheet No. 1, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod Y, Plat 6, said point of beginning being also at the southeast corner of Lot No. 568, as shown on said plat; and running thence in a northwesterly direction binding on Mayo Road the distance of 120 feet; and running thence in a southwesterly direction at right angles to said Mayo Road the distance of 120 feet; thence in a southeasterly direction and parallel to the first line of this description the distance of 120 feet to a point on Ridgeville Road; thence along said Ridgeville Road the distance of 120 feet in a northeasterly direction to the said iron pipe and point of beginning, being Lots Nos. 568, 569, 570, 571, 572, 573, 555, and 400 square feet of Lot No. 567, as shown on the aforesaid plat, together with the right, title and interest of the mortgagors, if any, in and to that portion of the road or roads, streets or avenues, immediately adjoining the said premises, as designated and delineated on the aforesaid plat.

Being the same property which was conveyed to the said James Pagliochini, et al., by George H. Villeneuve and wife by deed dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 821, folio 86.

This property is improved by a two-story, frame building, the first floor of which is now operated as a restaurant and contains a large dining room, a second large dining room paneled in knotty pine, a kitchen, a storeroom, rest rooms, and a walk-in freezer box; and the second floor of which contains an apartment, reached by a separate outside stairway, with a living room, three bedrooms, kitchen and bath; without central heat.

Said property is sold subject to the legal operation and effect of a prior mortgage to the United Federal Savings and Loan Association of Glen Burnie, the balance of which will be disclosed at the time of sale.

AND IMMEDIATELY THEREAFTER, the following chattels contained in the aforesaid premises, which shall be first offered separately, with bids reserved, and then offered as an entirety, and sold in the manner yielding the highest price:

1 2-Keg Perlick draught system
1 Bell 36-case beer cooler with ½ h.p. remote unit
1 National cash register #3487978-4224
1 Mosler safe #145069
1 4-slice Toastmaster, Model 1D2#D13495
1 Garland 6-burner gas range with broiler and grill
1 Garland large frylator #B1400PL
1 Pitco large frylator #47Y1964CL
1 11-cu. ft. G. M. Frigidaire, Model 10-100
1 American slicer, Model 55#5502836
1 R. C. A. 16" television
1 Vaculator 3-burner coffee maker, complete, stainless steel
1 Toledo meat grinder #1074, complete
1 13-cu. ft. G. M. Frigidaire freezer
1 G. M. Frigidaire 3-door reach-in refrigerator #22DA167
1 35 ft. bar
1 14 ft. back bar with plate glass mirror
1 Hamilton-Beach #33 electric mixer
1 18" kitchen ventilating fan
1 24" floor fan
8 booths
1 pie case
1 9 ft. oak work table
1 Sohmer cabinet grand piano
33 formica top pedestal tables
1 French fry cutter #K1050
120 Bentwood chairs
1 Western Union battery clock
Miscellaneous lot silver, china and glassware to serve 75
Miscellaneous lot kitchen cooking equipment
All stock in trade, trade fixtures and effects now being in said premises or belonging thereto

TERMS OF SALE: A deposit of 10% of the purchase price of the fee simple real estate will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement, taxes, insurance and other expenses to be adjusted to day of sale; cash to chattels and immediate removal thereof required.

For further particulars, apply to:

ALBERT J. GOODMAN,
Attorney named in mortgage
156 South Street
Annapolis, Maryland

Filed 30 Aug., 1955.

IN THE MATTER OF THE SALE	:	NO. 11,432 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF		
JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife	:	CIRCUIT COURT
AND	:	FOR
FRED BENEDETTI and EDITH BENEDETTI, his wife	:	ANNE ARUNDEL COUNTY

:::::::

CERTIFICATE OF AUCTIONEER

THIS IS TO CERTIFY that I have this day sold at public auction for Albert J. Goodman, attorney named in the mortgage, the chattels described in the advertisement attached hereto to George H. Villeneuve and Sally L. Villeneuve, his wife, at and for the sum of Eight Hundred Dollars ($800.00), they being at that price the highest bidders therefor; and I hereby certify that the sale was fairly made.

AS WITNESS my hand and seal this 30th day of August, 1955.

WITNESS:

Grace P. Hartge — Robert H. Campbell, Auctioneer (SEAL)

Filed 30 Aug., 1955

IN THE MATTER OF THE SALE	:	NO. 11,432 EQUITY
OF THE MORTGAGED REAL ESTATE	:	IN THE
OF		
JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife	:	CIRCUIT COURT
AND	:	FOR
FRED BENEDETTI and EDITH BENEDETTI, his wife	:	ANNE ARUNDEL COUNTY

:::::::

ATTORNEY'S REPORT OF SALE OF CHATTELS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Albert J. Goodman, attorney named in the mortgage filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder, respectfully shows:

That the said mortgage being in default, having given bond with surety which was duly approved, and having given twenty days' notice of the time, place, manner and terms of sale by advertisement in the "Maryland Gazette," a newspaper printed and published in Anne Arundel County, he did, pursuant to said notice of sale, attend in person on the premises known as "Woodland Restaurant, Inc.," on Mayo Road, Woodland Beach, Edgewater, Maryland, on Tuesday, August 30, 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 chattels mentioned in said mortgage, to wit:

1 - 2-keg Perlick draught system
1 Bell 36-case beer cooler with ½ h.p. remote unit
1 National cash register #3487978-4224
1 Mosler safe #145069
1 - 4-slice Toastmaster, Model 1D2#D13495
1 Garland 6-burner gas range with broiler and grill
1 Garland large frylator #B1400PL
1 Pitco large frylator #47Y1964CL
1 - 11 cu. ft. G. M. Frigidaire, Model 10-100
1 American slicer, Model 55#5502836
1 R. C. A. 16" television
1 Vaculator 3-burner coffee maker, complete, stainless steel

LBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 30 Aug., 1955.

1 Toledo meat grinder #1074, complete
1 - 13 cu. ft. G. M. Frigidaire freezer
1 G. M. Frigidaire 3-door reach-in refrigerator #22DA167
1 - 35 ft. bar
1 - 14 ft. back bar with plate glass mirror
1 Hamilton-Beach #33 electric mixer
1 - 18" kitchen ventilating fan
1 - 24" floor fan
8 booths
1 pie case
1 - 9 ft. oak work table
1 Sohmer cabinet grand piano
33 formica top pedestal tables
1 French fry cutter #K1050
120 Bentwood chairs
1 Western Union battery clock
miscellaneous lot silver, china and glassware to serve 75
miscellaneous lot kitchen cooking equipment
all stock in trade, trade fixtures and effects now being in said premises or belonging thereto

Said chattels being sold to George H. Villeneuve and Sally L. Villeneuve, his wife, at and for the sum of Eight Hundred - - - - - - - - - - - - - - - - - - DOLLARS ($800.00), they being at that price then and there the highest bidders therefor. The above-described chattels were first offered separately with bids reserved and then offered as an entirety. The separate bids totaled $790.00, and the entirety bid was $800.00 . The chattels, therefore, were sold to the entirety purchasers for cash.

The certificate of the auctioneer and report of sale of chattels are filed herewith, both of which are respectfully submitted.

Albert J. Goodman
156 South Street
Annapolis, Maryland
Attorney Named in the Mortgage

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, attorney named in the mortgage, and made oath in due form of law that the matters and

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

facts set forth in the foregoing report of sale of chattels are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal.

Donna E. Lape

Donna E. Lape, Notary Public

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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ORDER NISI

LIBER 94 PAGE 23

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

~~versus~~
James Pagliochini and
Phyllis Pagliochini, his wife, And
Fred Benedetti and
Edith Benedetti, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,432 Equity

Ordered, this 30 day of August, 1955, That the sale of the Personal Property in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney Named in the Mortgage, ~~Trustees,~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 10 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 10 day of October next.

The report states that the amount of sale ~~to be~~ was $ 800.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 30 Aug., 1955.

(Final Order)

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

~~versus~~
James Pagliochini and
Phyllis Pagliochini, his wife, And
Fred Benedetti and
Edith Benedetti, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 11th day of Oct., 1955, that the sale made and reported by the ~~Trustee~~ aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson

Filed: 11 Oct. 1955

LIBER 94 PAGE 24

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11432 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JAMES PAGLIOCHINI And PHYLLIS PAGLIOCHINI, His Wife, And FRED BENEDETTI And EDITH BENEDETTI, His Wife.

Ordered, this 30th day of August, 1955, That the sale of the Real Estate in those Proceedings mentioned, made and reported by Albert J. Goodman, Attorney Named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $10,100.00

GEORGE T. CROMWELL, Clerk.

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

s-20

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. 11,432.

James Pagliochini

$10,100.00

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1955. The first insertion being made the 8th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman.

3.1

Filed 10 Oct. 1955

LIBER 94 PAGE 25 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 5, 1955

We hereby certify, that the annexed

Order Nisi.

Sale. Eq. 11,432.

James Pagliochini

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of October, 1955. The first insertion being made the 8th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By D. Tilghman

Filed: 10 Oct. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,432 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JAMES PAGLIOCHINI And PHYLLIS PAGLIOCHINI, His Wife, And FRED BENEDETTI And EDITH BENEDETTI, His Wife.

Ordered, this 30th day of August, 1955, That the sale of the Personal Property in these Proceedings mentioned, made and reported by Albert J. Goodman, Attorney Named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $800.00.

GEORGE T. CROMWELL, Clerk.

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

s-20

33

AB-38 2M 7-52

LIBER 94 PAGE 26

MORNING EVENING SUNDAY

THE SUN

THE A. S. ABELL COMPANY, PUBLISHERS
CALVERT AND CENTRE STREETS
BALTIMORE 3, MD.

August 28, 1955 19

WE HEREBY CERTIFY, *that the annexed advertisement of*

Robert H. Campbell

Auctions

was published in "THE Morning SUN" *a daily newspaper printed and published in the City of Baltimore* August 28, 1955

THE A. S. ABELL COMPANY,

By Nancy J. Smith

23 Filed: 4 Nov. 1955

OUT-OF-TOWN AUCTIONS | OUT-OF-TOWN AUCTIONS

Gilbert G. Miller,
Sheriff of Baltimore County, Md.

SHERIFF'S SALE OF CHEVROLET PANEL TRUCK, G.M.C. DUMP TRUCK, LOT TIRES, TUBES, WHEELS, ETC.

At The Ralph W. Simmers Bldg. Co.
6313 KENWOOD AVE.
Near Haselwood Ave., Essex, Baltimore County, Md.
One Chevrolet panel truck, Serial No. 14AK03-10089; one G.M.C. dump truck; lot old tires, tubes and wheels; grease drum & pulley, vise, etc.
SALE ON PREMISES
MONDAY, AUGUST 29, 1955
AT 2 O'CLOCK P.M. (DAYLIGHT-SAVING TIME)
GILBERT G. MILLER,
Sheriff of Baltimore County.
EXHIBITION ON PREMISES

AUCTION SALE

Attorney sale of valuable fee simple dwelling & business property located at Woodland Beach, Edgewater, 1st election district, Anne Arundel County, Md. and furnishings & restaurant equipment contained in said premises known as (Woodland Restaurant, Inc.) by virtue of a power of sale contained in a mortage from James Pagliochini & Phyllis Pagliochini his wife, and Fred Benedetti and Edith Benedetti, his wife, dated March 30, 1954 and recorded among the land records of Anne Arundel County, Md., in Liber J.H.H. No. 821 folo 82, default having occurred thereunder, the undersigned, attorney named in said mortgage, will offer for public sale on the premises known as (Woodland Restaurant, Inc.) on Mayo Road, Woodland Beach, Edgewater, Anne Arundel county, Md., on

TUESDAY, AUGUST 30, 1955
AT 11 A.M.

All those lots or parcels of ground situated and lying in the first election district of Anne Arundel County aforesaid and described as follows, Lots 120 ft. x 120 ft. more or less. This property is improved by a two-story frame building, the first floor of which is now operated as a restaurant fully equipped and ready to go and contains a large dining room, a 2nd large dining room paneled in knotty pine, a kitchen, a store room, rest rooms, and a walk-in freezer box; and the second floor of which contains an apartment, reached by a separate outside stairway, with a living room, three bedrooms, kitchen and bath. Terms of Sale: A deposit of 10 per cent of the purchased price of the fee simple real estate will be required of the purchaser on the day of sale, balance to be paid in cash upon ratification of sale, with interest from day of sale to date of settlement. Taxes, insurance and other expenses sold separately. Albert J. Goodman, Attorney, 156 South St., Annapolis, Md.

ROBERT H. CAMPBELL, AUCTIONEER

LIBER 94 PAGE 27

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~XXX~~
James Pagliochini
and
Phyllis Pagliochini, his wife,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,432 Equity

To the Honorable, the Judges of said Court:

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

November 10, 1955

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed 14 Nov., 1955.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of James Pagliochini and Phyllis Pagliochini, his wife, and Fred Benedetti and Edith Benedetti, his wife in ac.

To Attorney for Fee, viz:	200	00		
To Attorney for Commissions, viz:	358	91	558	91
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	52	50		
Auditor - stating this account	13	50	76	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	75	00		
The A. S. Abell Co. - advertising sale	21	00		
The Evening Star Newspaper Co. - advertising sale	34	04		
Speer Publications, Inc. - handbills	33	10		
Capital-Gazette Press - orders nisi (sale)	16	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Glens Falls Ins. Co. - bond premium	72	00		
Robert H. Campbell - auctioneer's fee	150	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Grace R. Hartge - notary fees	1	50	420	19
To George H. Villeneuve and Sally L. Villeneuve, his wife, mortgagees - this balance on account mortgage claim	9,959	74	9,959	74
			11,014	84
Amount of mortgage claim filed	16,948	18		
Cr. Amount allowed above	9,959	74		
Balance subject to decree in personam	6,988	44		

with Albert J. Goodman, Attorney named in Mortgage Cr.

1955						
Aug.	30	Proceeds Sale of Real Estate	10,100	00		
		Interest on deferred payment of				
		$9,090.00 for 1 month 12 days	63	63		
		Proceeds sale of Chattels	800	00	10,963	63
		Refund 1955 State and County taxes				
		($152.38) - 4 months 1 day	51	21	51	21
					11,014	84

ORDER NISI LIBER 94 PAGE 30 In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

In the Matter of the Sale of the Mortgaged Real Estate of ~~XXXXXX~~ James Pagliochini and Phyllis Pagliochini, his wife and Fred Benedetti and Edith Benedetti, his wife

No. 11,432 Equity.

ORDERED, This 14 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 19 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 19 day of December next.

Filed: 14 Nov. 1955. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 20th 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 Mackall, Jr.

Judge.

Filed: 20 Dec 1955

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,432 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JAMES PAGLIOCHINI and PHYLLIS PAGLIOCHINI, his wife, and FRED BENNEDETTI and EDITH BENEDDTTI, his wife.

Ordered, this 14th 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 19th 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 19th day of December next.

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

d-1

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,432

Auditor account

James Pagliochini

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of December, 1955. The first insertion being made the 17th day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 1622

Filed: 19 Dec 1955

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CARL F. TOMLIN, Lot 10, Block C, Saunders Point	: No. 11,004 Equity
and	
JAMES H. PEACOCK, Lot 1-A, Block E, Saunders Point	
and	In the
ALBERT L. TUCKER, Lots 1, 2 & 3, Block A, Saunders Point	Circuit Court for
vs.	Anne Arundel County
HOWARD BARSE STONEBRAKER and MILDRED M. STONEBRAKER, his wife, Turkey Point, Anne Arundel County	
and	
CHARLES S. TRABING and MARY A. TRABING, his wife	
and	
RAYMOND C. BRIGGS and MARY P. BRIGGS, Lots 10, 11 & 12, Block A, plus adjoining 0.12 acre and 0.16 acre parcels, Saunders Point	

: :

B I L L F O R D E C L A R A T O R Y D E C R E E

To the Honorable, the Judges of said Court:

Your orators, by their solicitors, Woelfel & Curley, humbly complaining say:

1.

That by deed dated June 30, 1949, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 528, folio 162, Wilbur R. Dulin, Trustee, conveyed unto the defendants, Howard Barse Stonebraker and Mildred M. Stonebraker, his wife, as tenants by the entireties, a tract of land containing 91 acres, more or less, hereinafter referred to as the subdivision of "Saunders Point", lying, being and situate on the shore of Chesapeake Bay between Mayo and Triton Beaches at the termination of the Triton Beach Road in the First Election District of Anne Arundel County.

Filed 7 May, 1954.

2.

That the aforesaid tract of 91 acres, more or less, has, since 1949, been developed by the defendants Stonebraker, and primarily by the defendant, Howard Barse Stonebraker, as a subdivision under the name and designation of "Saunders Point".

3.

That on the face of all written contracts of sale executed by your orators and the defendant, Barse Stonebraker, for the sale and purchase of lots in the Saunders Point subdivision there was printed the following sentence:

> "All owners or occupants must be accepted members of the SAUNDERS POINT BEACH CLUB, to which application is hereby made at no extra cost.";

that the most compelling persuasion whereby your orators were induced to purchase lots in the Saunders Point subdivision was the representation and assurance constantly reiterated by the defendant developer, Barse Stonebraker, personally as well as by his realty agents and by newspaper advertisement that Saunders Point was to be an Exclusive Beach Colony; that for your orators the primary attraction afforded by Saunders Point was its beach facility.

4.

That the initial conveyance in the Saunders Point subdivision was by deed dated June 22, 1949, from the defendants, Howard Barse Stonebraker and Mildred M. Stonebraker, his wife, et al. to Ellis M. Jones and wife, recorded in Liber JHH No. 531, folio 238, and conveying Lot 1, Block A, as shown on Plat of Saunders Point, Part 1 (See Plat Cabinet No. 3, Rod F-7, Plat 8); that in this deed were recited the covenants and restrictions ostensibly to be imposed upon all lots in the subdivision for the mutual benefit of all lot-owners.

5.

That your orators acquired title to lots in the Saunders Point subdivision as follows:

Carl F. Tomlin (and wife) by deed from the defendants Stonebraker et al. dated July 12, 1950, and recorded in Liber JHH No. 580, folio 22, being Lot 10, Block C, Plat of Saunders Point, Part 1.

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James H. Peacock (and wife) by deed from the defendants Stonebraker et al. dated November 14, 1949, and recorded in Liber JHH No. 547, folio 229, being Lot 1-A, Block E, Plat of Saunders Point, Part 1.

Albert L. Tucker (and wife) by deed from the defendants Stonebraker et al. dated August 8, 1949, and recorded in Liber JHH No. 535, folio 134, being Lots 2 and 3, Block A, Plat of Saunders Point, Part 1; and by deed from the above-mentioned Ellis M. Jones and wife dated December 18, 1953, and recorded in Liber JHH No. 806, folio 395, being Lot 1, Block A, Plat of Saunders Point, Part 1;

that the covenants and restrictions to which reference is made in the preceding paragraph are included in your orators' deeds by reference to the defendant developer's initial deed to Ellis M. Jones and wife dated June 22, 1949, and recorded in Liber JHH No. 531, folio 238.

6.

That one of the covenants and restrictions of record as mentioned above is the following:

"11. The fee simple title to all streets, roads, walks, ways, bridges, jetties, wharves and to all beaches reserved as per plat of subdivision is reserved by said Barse Stonebraker, his successors or assigns, and Barse Stonebraker reserves the right to authorize the construction of all public utilities along the said roads, streets, walks, ways, bridges, wharves and beaches and along the rear five feet of any lot as shown on the aforesaid plat."

that, despite the reservation of the fee simple title to all beaches by the defendants Stonebraker, your orators were advised by the said developer that such reservation was for the protection of all lotowners, and were consistently and constantly assured prior to and at the time of their various purchases that their ownership of lots in the subdivision did and would always entitle them to the use and enjoyment of the beach area; that the purchase of lots in the subdivision by your orators were induced by and predicated upon the chief selling point of the defendant developer, to wit: the unobstructed facilities for access to the waters of Chesapeake Bay and the free and unhindered use and enjoyment of the beach area.

7.

That in light of the foregoing facts your orators believe and do urgently contend that the use and enjoyment of the beach area at

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Saunders Point was sold to them as an incident to their purchase of lots in the subdivision; that there exists in their favor and for the benefit of all other lotowners in the Saunders Point subdivision an implied covenant for such use and enjoyment which can not and should not be repudiated by any act of the defendants Stonebraker.

8.

That the Plat of Saunders Point, Part 1 (Cabinet 3, Rod F-7, Plat 8) shows an area designated as "RESERVED", consisting of beach and embankment ranging in depth from 55 to 70 feet and having a frontage on Chesapeake Bay of 611 feet; that the Plat of Saunders Point, Part 2 (Cabinet 3, Rod F-8, Plat 9) shows an area designated as "RESERVED", consisting of beach and embankment ranging in depth from 70 to 113 feet and having a frontage on Chesapeake Bay of 300.85 feet; that these are so far the only plats of the Saunders Point subdivision on record showing beach area.

9.

That certain conveyances have been executed by the defendants Stonebraker which challenge and deny and are antagonisic to your orators' claim of an implied covenant granting to all lotowners an easement for the proper use and enjoyment of the beach area and facilities at Saunders Point; that these conveyances are as follows:

1/ By deed dated May 22, 1951, and recorded in Liber JHH No. 629, folio 583 the defendants Stonebraker et al. conveyed unto the defendants Raymond C. Briggs and Mary P. Briggs, his wife, in fee simple, a o.16 acre lot over part of the "RESERVED" walkway and beach area adjacent to Lot 12, Block A, as shown on Plat of Saunders Point, Part 2.

2/ By deed dated June 17, 1953, and recorded in Liber JHH No. 763, folio 47, the defendants Stonebraker et al. conveyed unto the defendants Charles S. Trabing and Mary A. Trabing, his wife, 6.75 acres of the Saunders Point subdivision, including 423.3 feet of beach frontage;

that the Saunders Point subdivision covenants and restrictions referred to in paragraph no. 4, suprs, were included by reference in the aforesaid conveyance to the defendants Briggs; that no covenants or restrictions of those referred to in paragraph no. 4, supra, were embodied in the aforesaid conveyance to the defendants Trabing;

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that in neither of the aforesaid conveyances to the defendants Briggs and Trabing was there any mention or reservation of beach rights or easement for the benefit of lotowners in the Saunders Point subdivision; that these conveyances by the defendants Stonebraker to the defendants Briggs and Trabing constitute an unmistakable repudiation by the defendants Stonebraker of their assurances by which your orators were induced to purchase lots in the subdivision, to wit: the assurances that all lotowners were entitled to the unrestricted use and enjoyment of the beach area and facilities as well as access to the waters of Chesapeake Bay.

10.

That in view of the facts recited in the preceding paragraph your orators have become gravely concerned and do presently entertain serious fears as to possible future conveyances by the defendants Stonebraker of additional fee simple title in and to the beach and walkway area at Saunders Point whereby your orators may be forced to vexatious and costly litigation with such possible future purchasers respecting your orators' claim to an easement for the use and enjoyment of such beach and walkway area.

11.

That your orators believe and do, therefore, allege that the defendants Briggs and Trabing, by virtue of their conveyances from the defendants Stonebraker et al. as recited in paragraph no. 9, supra, contend that as the holders of fee simple title in and to portions of the beach and walkway area they are privileged to exclude from such area all persons including your orators and other lotowners in the Saunders Point subdivision; that your orators vigorously oppose this contention and do respectfully urge that the defendants Stonebraker possessed a fee simple title in and to the beach and walkway areas subject, however, to an easement of and for all lotowners in the subdivision for the use and enjoyment of such areas; that the defendants Stonebraker could convey no better title than they possessed; that, therefore, they conveyed and the defendants Briggs and Trabing acquired mere servient tenements, that is, fee simple parcels of beach and walkway subject to an easement of

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use and enjoyment for the benefit of all lotowners.

12.

That all of the foregoing facts demonstrate that there are antagonistic claims between the parties to this cause which indicate imminent and inevitable litigation.

13.

That interference by any of the defendants with your orators' use and enjoyment of the beach and walkway areas is a greivance not susceptible of adequate compensation in the ordinary course of law but one which will cause irreparable damage to your orators and all other lotowners in the Saunders Point subdivision.

14.

That only a Declaratory Decree as provided for by the terms of Section 6 of Article 31A of the Annotated Code of Maryland (1951 Edition) will serve to terminate the uncertainty and controversy which has given rise to these proceedings.

15.

That this Bill is filed on behalf of your orators and all other lotowners in the Saunders Point subdivision, the latter being numerous and largely unknown to your orators.

To the end, therefore:

(1) That this Honorable Court may pass a Decree in the premises declaring all beach and walkway areas within the 91 acres, more or less, of the Saunders Point subdivision to be a servient tenement subject to the imposition of an easement or servitude for the proper use and enjoyment of such areas by all lotowners in the Saunders Point subdivision without annoyance, hindrance or interference from the defendants, their successors or assigns, or any other person.

(2) That this Honorable Court may declare the rights, status and other legal relations of your orators, all other lotowners, and the defendants respecting the easement mentioned in the preceding prayer for relief.

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(3) That this Honorable Court may, in accordance with the terms of Section 10 of Article 31A, award the cost of this proceeding against the defendant developer, Howard Barse Stonebraker.

(4) That as soon as this cause is at issue this Honorable Court may order a speedy hearing upon the merits.

(5) That your orators may have such other and further relief as their cause may require.

Woelfel & Curley

Woelfel & Curley,
Solicitors for Complainants,
9-11 School Street,
Annapolis, Maryland.

CARL F. TOMLIN, et al. : NO. 11,004 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

HOWARD BARSE STONEBRAKER, et al. : ANNE ARUNDEL COUNTY

:::::::

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Charles S. Trabing and Mary A. Trabing, his wife, two of the respondents herein, to the bill of complaint filed against them in this cause exhibited, respectfully represents unto Your Honors:

FIRST: Inasmuch as the allegations contained in Paragraph One of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

SECOND: That these respondents have no personal knowledge of the matters and facts set forth in Paragraph Two of said bill of complaint; and, therefore, they neither admit nor deny the same and demand strict proof thereof.

THIRD: That these respondents have no personal knowledge of the matters and facts set forth in Paragraph Three of said bill of complaint; and, therefore, they neither admit nor deny the same and demand strict proof thereof.

FOURTH: That the allegations contained in Paragraph Four of said bill of complaint are matters of record affecting the subdivision as laid out on the recorded plats thereof which they assume to be true; and they, therefore, neither admit nor deny the same.

FIFTH: That the allegations contained in Paragraph Five of said bill of complaint are matters of record affecting the subdivision as laid out on the recorded plats thereof which they assume to be true; and they, therefore, neither admit nor deny the same.

SIXTH: That these respondents have no personal knowledge of the

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 19 June, 1954.

matters and facts set forth in Paragraph Six of said bill of complaint; and, therefore, they neither admit nor deny the same and demand strict proof thereof.

SEVENTH: That these respondents have no personal knowledge of the matters and facts set forth in Paragraph Seven of said bill of complaint; and they, therefore, neither admit nor deny the same and demand strict proof thereof.

EIGHTH: That inasmuch as the allegations contained in Paragraph Eight of said bill of complaint are matters of record, they assume them to be true and, therefore, neither admit nor deny the same.

NINTH: That the conveyances referred to in Paragraph Nine of said bill of complaint are matters of record so they assume them to be true and, therefore, neither admit nor deny the same. They deny, however, that the land acquired by them was in any way impressed with beach rights or easements for the benefit of lot owners in the Saunders Point subdivision as their tract is located a considerable distance from said subdivision and was never included in its general scheme or plan of development.

Having no personal knowledge of the remaining allegations contained in said paragraph, they neither admit nor deny them but demand strict proof thereof.

TENTH: That these respondents have no personal knowledge of the allegations set forth in Paragraph Ten of said bill of complaint and are not affected thereby; and, therefore, they neither admit nor deny the same but demand strict proof thereof.

ELEVENTH: They admit as holders of the fee simple title of the 6.75-acre tract of land referred to in Paragraph Nine of said bill of complaint, they have exclusive ownership therein down to the shores of the Chesapeake Bay and that they have the right to exclude all lot owners of Saunders Point therefrom. They deny the existence of a walkway or any easement or servitude over their land for the benefit of Saunders Point lot

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

owners since their parcel of land, completely removed from the Saunders Point development, has never been a part thereof and was not impressed with the conditions and restrictions imposed on the said development as alleged by the complainants.

TWELFTH: That they deny the allegations contained in Paragraph Twelve of said bill of complaint for the reasons heretofore set forth in detail in this answer.

THIRTEENTH: They deny the allegations contained in Paragraph Thirteen of said bill of complaint and aver that the complainants have no legal claim to the use and enjoyment of the beach on their property, which is not a part of the Saunders Point subdivision; and if the complainants refrain from asserting such a spurious right, there will be no interference or grievance.

FOURTEENTH: They deny the allegations contained in Paragraph Fourteen of said bill of complaint.

FIFTEENTH: Having no personal knowledge of the allegations contained in Paragraph Fifteen of said bill of complaint, they are unable to answer the same.

AND having fully answered said bill of complaint, they beg to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Charles S. Trabing

Mary A. Trabing

Charles S. Trabing
Mary A. Trabing
Respondents

Albert J. Goodman
166 South Street
Annapolis, Maryland
Solicitor for above respondents

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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I HEREBY CERTIFY that I mailed a copy of the foregoing answer to Woelfel & Curley, solicitors for the complainants, 9-11 School Street, Annapolis, Maryland, this 19 day of June, 1954.

Solicitor for Respondents,
Charles S. Trabing and
Mary A. Trabing

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

CARL F. TOMLIN, et al. : NO. 11,004 EQUITY

IN THE CIRCUIT COURT

VS. :

FOR

HOWARD BARSE STONEBRAKER, et al. : ANNE ARUNDEL COUNTY

:::::::

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of Howard Barse Stonebraker and Mildred M. Stonebraker, his wife, two of the respondents herein, to the bill of complaint filed against them in this cause exhibited, respectfully represents unto Your Honors:

FIRST: They admit the allegations contained in Paragraph One of said bill of complaint other than the acreage of the land referred to, which does not total 91 acres.

SECOND: They deny the allegations contained in Paragraph Two of said bill of complaint inasmuch as only a portion of said land is being developed under the name and designation of "Saunders Point" as will be noted by reference to the recorded plats of said subdivision.

THIRD: They admit that the initial receipts issued by them and accepted by the complainants contained the printed sentence mentioned in Paragraph Three of said bill of complaint, which referred to that portion of their property then under development; but they deny the remaining allegations of said paragraph.

FOURTH: That the allegations contained in Paragraph Four of said bill of complaint are matters of record affecting the subdivision as laid out on the recorded plats thereof which they assume to be true; and they, therefore, neither admit nor deny the same.

FIFTH: That the allegations contained in Paragraph Five of said bill of complaint are matters of record affecting the subdivision as laid

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Filed 22 June, 1954.

out on the recorded plats thereof which they assume to be true; and they, therefore, neither admit nor deny the same.

SIXTH: They admit that Covenant No. 11 referred to in Paragraph Six of said bill of complaint appears in the deed to Ellis M. Jones and wife referred to in Paragraph Four of said bill of complaint. They deny stating the reservation of title to the beach was for the protection of all lot owners inasmuch as such reservation was for the mutual benefit of the developers and lot owners. They admit informing their purchasers that they would have the use and enjoyment of the beach area as laid out on the plat of Saunders Point, Part 1, recorded in Plat Cabinet 3, Rod F-7, Plat 8, and on the plat of Saunders Point, Part 2, recorded in Plat Cabinet 3, Rod F-8, Plat 9, and to no other part of these respondents' beach, which use has never been interfered with or denied them. They deny the remaining allegations of said paragraph.

SEVENTH: That the allegations contained in Paragraph Seven of said bill of complaint are conclusions of law which these respondents do not believe they are called upon to answer; and they, therefore, neither admit nor deny the same and demand strict proof thereof. They do, however, deny refuting by words or actions any rights heretofore vested in the complainants.

EIGHTH: They admit the allegations contained in Paragraph Eight of said bill of complaint and further state the beach areas designated on said plats are the only beach areas opened in the subdivision for the use of Saunders Point lot owners.

NINTH: They admit conveying to Raymond C. Briggs and wife the 0.16-acre tract of land and to Charles S. Trabing and wife the 6.75-acre tract referred to in Paragraph Nine of said bill of complaint, but they emphatically deny that said conveyances are in any manner antagonistic to the complainants' claim to the proper use and enjoyment of the beach areas and facilities at Saunders Point. They admit that the aforesaid Briggs deed

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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does refer to the covenants and restrictions set forth in the Ellis M. Jones and wife deed mentioned in Paragraph Four of said bill of complaint, and they admit these covenants or restrictions were not embodied in the said conveyance to Charles S. Trabing and wife. That the reservation of beach rights or easements for the benefit of lot owners in the Saunders Point Subdivision was not required in the Briggs deed inasmuch as the 0.16-acre conveyance was subject to the right of all lot owners in said developed area to use said "reserved area" as a way of ingress and egress to the beach without any interference by the grantees, who purchased said tract with knowledge of the same.

That the Trabing tract was never included in the Saunders Point development, is not a part thereof, and, therefore, is not subject to the restrictions or easements of Saunders Point. That these respondents never represented to the purchasers of their lots that the "Trabing" tract or any part thereof was reserved for the use of other lot owners in the adjoining sections; and they, therefore, emphatically deny the repudiation charged to them by the complainants in said Paragraph Nine.

TENTH: That the fears entertained by the complainants as alleged in Paragraph Ten of said bill of complaint, are entirely unfounded and without merit or substance. That these respondents are unable by their own deeds to deprive the lot owners of the developed portion of Saunders Point of their easement for the use and enjoyment of the beach and walking area inasmuch as all purchasers of the fee simple title to any "reserved" portion would take subject to the easements of record.

ELEVENTH: They admit owning a fee simple title in the beach and walkway areas designated on Plats 1 and 2 of Saunders Point subject to the easement for all lot owners in said subdivision for the use and enjoyment of such areas. They admit being unable to convey any better title than they possessed; and they admit the respondents, Raymond C. Briggs and wife, acquired a mere servient tenement in the beach and walkway areas fronting on

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ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Lots Nos. 11 and 12, as shown on Plat 2 of Saunders Point subdivision, which was thoroughly understood by said purchasers.

They deny the existence of any such servitude in the Charles S. Trabing and wife tract as their land is far removed from the Saunders Point subdivision and was never included as a part thereof.

They do not feel called upon to answer the remaining allegations of said Paragraph Eleven as they are mere expressions of the complainants' belief and are not based on facts.

TWELFTH: That they deny the allegations contained in Paragraph Twelve of said bill of complaint for the reasons heretofore set forth in detail in this answer.

THIRTEENTH: They deny the allegations contained in Paragraph Thirteen of said bill of complaint inasmuch as these respondents are not interfering with the complainants' use and enjoyment of the beach and walk-way areas and have no intention so to do. It is respectfully submitted that the complainants have no just grievance against these respondents and that this suit is without merit or justification.

FOURTEENTH: They deny the allegations contained in Paragraph Fourteen of said bill of complaint.

FIFTEENTH: Having no personal knowledge of the allegations contained in Paragraph Fifteen of said bill of complaint, they are unable to answer the same.

AND having fully answered said bill of complaint, they beg to be hence dismissed with their reasonable costs.

AND AS IN DUTY BOUND, ETC.

Howard Barse Stonebraker

Howard Barse Stonebraker

Mildred M. Stonebraker

Mildred M. Stonebraker
Respondents

Albert J. Goodman

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

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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I HEREBY CERTIFY that I mailed a copy of the foregoing answer to Woelfel & Curley, solicitors for the complainants, 9-11 School Street, Annapolis, Maryland, this 21 day of June, 1954.

Albert J. Goodman

Solicitor for Respondents,
Howard Barse Stonebraker
and Mildred M. Stonebraker

ALBERT J. GOODMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 94 PAGE 47

CARL F. TOMLIN, et al.	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
RAYMOND C. BRIGGS and MARY P. BRIGGS, his wife, et al.	*	No. 11,004 Equity
	*	

* * *

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Now come the defendants, Raymond C. Briggs and Mary P. Briggs, his wife, by their solicitors, McWilliams, Evans & Melvin, and for answer to the bill of complaint exhibited against them say:

1. That the defendants neither admit nor deny the allegations contained in paragraphs 1, 2, 3, 4, 5, 6, 7 and 8 of the said bill of complaint.

2. That the defendants neither admit nor deny the allegations contained in paragraphs 9, 10, 11, 12 and 13 of the said bill of complaint because the said allegations are mixed conclusion of law and fact.

3. That the defendants neither admit nor deny the allegations contained in paragraphs 14 and 15 of the said bill of complaint because said allegations are statements that do not require answers.

AND, having fully answered said bill of complaint, the defendants pray to be dismissed with reasonable costs.

McWilliams, Evans & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland
Solicitors for Raymond C. Briggs and
Mary P. Briggs, his wife, defendants

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Filed 29 Mar. 1955.

I HEREBY CERTIFY that on this 29 day of March 1955, a copy of the aforegoing Answer was mailed to Woelfel and Curley, 9-11 School Street, Annapolis, Maryland, Solicitors for the Plaintiffs.

Walter A. Evans

Solicitors for Defendants,
Raymond C. Briggs and
Mary P. Briggs, his wife

LIBER 94 PAGE 49

CARL F. TOMLIN, et al.	:	NO. 11,004 EQUITY
		IN THE CIRCUIT COURT
VS.	:	
		FOR
HOWARD BARSE STONEBRAKER, et al.	:	ANNE ARUNDEL COUNTY

:::::::

ORDER TO DISMISS PROCEEDINGS
AS AGAINST RESPONDENTS,
CHARLES S. TRABING and MARY A. TRABING, his wife

Mr. Clerk:

Please enter the above-entitled case dismissed as against the respondents, Charles S. Trabing and Mary A. Trabing, his wife.

Woelfel & Curley

Woelfel & Curley
9-11 School Street
Annapolis, Maryland
Solicitors for Complainants

Filed : 16 June 1955

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IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

CARL F. TOMLIN, and OTHERS,

PLAINTIFFS.

VS. NO. 11,004 EQUITY

HOWARD BARSE STONEBRAKER, and OTHERS,

DEFENDANTS.

:::::::

DECLARATORY DECREE

This case coming on for hearing, and being submitted, testimony was taken in open Court, Counsel were heard, and the proceedings read and considered. Counsel having stipulated as to the facts and having agreed and consented to the passage of this decree.

It is, thereupon, this 4th day of November, 1955, by the Circuit Court for Anne Arundel County, sitting in Equity, ADJUDGED, ORDERED, DECREED and DECLARED that there is vested in the Plaintiffs and all other owners of lots shown on plats entitled "Part 1, Saunders Point" and "Part 2, Saunders Point", as presently recorded among the Plat Records of Anne Arundel County in Plat Book No. 21, folio 42, and Plat Book No. 22, folio 8, respectively, an easement of use appurtenant to their several lots in and to that area designated on each of said plats by the inscription: "RESERVED".

And it is further ADJUDGED, ORDERED, DECREED and DECLARED by the authority aforesaid that such easement of use entitles those possessed thereof to utilize the walkways without interference or hindrance as a convenient means of access to and from the beach, and to utilize the beach for bathing, sunbathing, boating and all other usual and customary diversions appertaining to beaches.

And it is further ORDERED and DECREED that the bill of complaint be, and the same is hereby, dismissed, as to the Defendants,

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Filed: 4 Nov. 1955

Charles S. Trabing and Mary A. Trabing, his wife.

And it is further ORDERED and DECREED that the Defendants, Howard Barse Stonebraker and Mildred M. Stonebraker, his wife, pay the costs of this proceeding.

James Traquair
Judge.

PERCY R. THOMPSON and ELIZABETH THOMPSON, his wife.
Pasadena, P.O. Anne Arundel County, Maryland

PLAINTIFFS

VS

IN THE

OWEN S.M. CONE
Pasadena, P.O. Anne Arundel County, Maryland.
and
All persons having or claiming to have an interest in the property known as Lots Nos. 32-33-34-35 Block 2, on the Plat of Pasadena, recorded among the Land Records of Anne Arundel County in Plat Liber SH 39, folio 102 and Liber GW 1, Sec. 1, folio 34 (now Plat Cabinet No. 2, Rod B-4, Plat 34)

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 1125

DEFENDANTS

EQUITY

****

BILL OF COMPLAINT TO FORECLOSE
EQUITY OF REDEMPTION

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Percy R. Thompson and Elizabeth Thompson, his wife, by John Demyan, Jr, their Solicitor, respectfully show:

1. That on July 21, 1931, C. Albert Hodges, Treasurer of Anne Arundel County, sold at public auction to the County Commissioners of Anne Arundel County for State and County taxes then in arrears, as will appear by reference to Tax Sale No. 1506, the hereinafter described property, in fee simple, said sale having been made under authority conferred upon the said Treasurer as Collector of State and County taxes under the statutes in such cases made and provided.

2. That the present owners of Lot Nos. 32-33-34-35 Block 2 as shown on the Plat of Pasadena recorded among the Land Records of Anne Arundel County in Liber SH 39, folio 102; and Liber G.W. 1, Sec. 1, folio 34; (now Plat

Filed 26 Oct., 1934

Cabinet No. 2, Rod B-4, Plat 34; are Percy R. Thompson and Elisabeth Thompson his wife; having acquired said property by deed from the Pasadena Realty Company, a body corporate, dated June 6, 1949 and recorded among the Land Records of Anne Arundel County in Liber JHH 524, folio 548. That the said Pasadena Realty Company acquired the said property from County Commissioners of Anne Arundel County by deed recorded among aforesaid Land Records in Liber JHH 290, folio 7; and County Commissioners acquired said property from C.Albert Hodges, Treasurer, by deed recorded in Liber W.M.B. 132, folio 103.

3. That the present owners have on April 12, 1954, obtained from Joseph H. Griscom, present Treasurer of Anne Arundel County, Certificate of Tax Sale Certificate No. 2072, which certificate is filed herewith, as part hereof, and marked "Exhibit A".

4. That the description of the property as it appears upon the Tax Roll of the Treasurer aforesaid, for the Third Election District is: See Assessment Book-Third District - year 1918.

" Owen S.M. Cono"
Pasadena, P.O. Maryland
Lots 32-33-34-35 Block 2, Plat of Pasadena
Third Election District of Anne Arundel County

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

5. That the aforementioned and described lots of ground have not been redeemed by the Defendants herein or anyone claiming through him, although more than one year and a day has elapsed from the aforesaid date of tax sale.

6. That the amount necessary for redemption of the above mentioned lots, is as follows: TAX SALE CERTIFICATE NO.2072 ---$35.00 being the amount paid for said property, as the same appears on the aforesaid Tax Sale Certificate, with interest at the rate of Six (6%) per cent per annum and any penalties paid by the Plaintiffs herein, subsequent to the date of sale of said property, plus taxes and all other amounts set forth and provided in Sections 90 and 91 of Article 81 of Flack's Annotated Code of Maryland, 1951 Edition.

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7. That according to the Assessment Records of Anne Arundel County, year 1918-Third District of Anne Arundel County- the mailing address of Owen S.M. Cone, was Pasadena,P.O.Maryland.

8. That the Plaintiffs are entitled to proceed to foreclose all rights of redemption in and to the aforesaid lots of ground.

TO THE END, THEREFORE:

A. That this Honorable Court may pass a final decree foreclosing all rights of redemption of the defendant and any and all persons having or claiming to have an interest in the property known as Lots 32-33-34-35 Block 2, as shown on the Plat of Pasadena recorded among the Land Records of Anne Arundel County in Plat Cabinet No.2, Rod B-4, Plat 34.

B. That the Court may pass a final decree whereby there will be vested, in the plaintiffs, an absolute and indefeasable title to said lots of ground, in fee simple, free and clear of all prior or subsequent alienations and descents and encumberances, except taxes and other public liens,accruing subsequent to date of sale, and public easements to which the property is subject.

C. That the Writ of Subpoena be issued to the defendant Owen S. M. Cone, whose last known address according to the Assessment Records of Anne Arundel County- year 1918-Third Election District- was Pasadena,P.O.Maryland; commanding him to appear in this Honorable Court on some certain day to be named therein, and redeem the property in this Court or answer the premises and abide by and perform such decrees or orders as may be passed therein, and warning him that in case of failure to do so a final decree will be rendered foreclosing all rights of redemption in the aforesaid lots of ground.

D. That the Court may decree such other or further relief as the case may require.

AND as in duty bound, etc.

John Demyan, Jr, Solicitor for
9 Crain Highway Plaintiffs
Glen Burnie, Maryland

Percy R. Thompson

Percy R. Thompson

Elizabeth L Thompson

Elisabeth Thompson
Pasadena, P.O. Maryland

PLAINTIFFS

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 and County aforesaid, personally appeared Percy R. Thompson and Elizabeth Thompson, his wife, the above named Plaintiis, and they made oathbin due form of law that the matters and facts set forth in the aforegoing Bill of Complaint are true to the best of their knowledge, information and belief.

WITNESS my hand and Notarial Seal.

Amelia H. Johnson

Amelia H. Thomas

Notary Public

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LIBER 94 PAGE 56

2072

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 21, 1931, I sold to a a Co Comm at public auction for the sum of 35 Dollars and 00 Cents, of which ..... Dollars has been paid as a deposit on the property in 3 District described as Lots 32-33-34-35 Block 2 on Plat of Pasadena

and assessed to Owen S. M. Cone, Pasadena, Md

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 22, 1932, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 12 day of April 1954

Joseph H Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 12 day of ~~October~~ April 1954, ..., before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Exhibit "A"

5 Filed 26 Oct., 1954.

PERCY R. THOMPSON and ELIZABETH THOMPSON, his wife Pasadena P.O., Anne Arundel County Maryland	*	
Plaintiffs	*	IN THE
VS.	*	CIRCUIT COURT
OWEN S. M. CONE Pasadena P.O., Anne Arundel County, Maryland.	*	FOR
and	*	ANNE ARUNDEL COUNTY
All persons having or claiming to have an interest in the property known as Lots Nos. 32-33-34-35 Block 2, on the Plat of Pasadena, recorded among the Land Records of Anne Arundel County in Plat Liber S.H. 39, folio 102, and Liber G.W. 1, Sec. 1, folio 34 (Now Plat Cabinet No. 2, Rod C-4, Plat 34).	*	NO. 11,161 ,EQUITY
Defendants	*	

PETITION TO SERVE DEFENDANTS
BY ORDER OF PUBLICATION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Percy R. Thompson and Elizabeth Thompson, Plaintiffs herein, by John Demyan, Jr. their Solicitor, represents unto your Honors:

1. That two attempts of personal service upon the Defendants have been unsuccessful, and the Sheriff of Anne Arundel County has twice returned the same "Non Est".

WHEREFORE, your Petitioners pray leave of this Court for An Order of Publication in accordance with the provisions of Section 160, of Article 16, of the Annotated Code of Maryland (1951).

John Demyan, Jr.
16 Crain Highway, S.W.
Glen Burnie, Md.
Solicitor for the Plaintiffs

Filed 29 Mar., 1955

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ORDER OF COURT

UPON the foregoing Petition, it is this 5th day of April, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that the Plaintiffs, be and they are hereby granted permission for an Order of Publication in this cause in accordance with the provisions of Section 108 of Article 16, of the Annotated Code of Maryland (1951).

Benjamin Michaelson
Judge

Filed 5 Apr., 1955.

PERCY R. THOMPSON and ELIZABETH THOMPSON, his wife. Pasadena P.O., Anne Arundel County, Maryland.	*	
Plaintiffs	*	IN THE
VS	*	CIRCUIT COURT
OWEN S. M. CONE Pasadena P.O., Anne Arundel County, Maryland.	*	FOR ANNE ARUNDEL COUNTY
and	*	
All persons having or claiming to have an interest in the property known as Lots Nos. 32-33-34-35 Block 2, on the Plat of Pasadena, recorded among the Land Records of Anne Arundel County in Plat Liber S.H. 39, folio 102 and Liber G.W. 1, Section 1, folio 34 (Now Plat Cabinet No. 2, Rod B-4, Plat 34).	*	NO. 11,151 EQUITY
Defendants	*	

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Pasadena, Third Election District of Anne Arundel County, Maryland; which were sold by the Collector of Taxes for Anne Arundel County (Treasurer) and the State of Maryland; to the County Commissioners of Anne Arundel County, and by mesne conveyances the interest so conveyed, became vested in the Plaintiffs:

> "All those lots of ground situate, lying and being in Pasadena, Third Election District of Anne Arundel County, State of Maryland; and known as Lot Nos. 32-33-34-35 Block 2 as shown on the Plat of Pasadena recorded among the Land Records of Anne Arundel County in Liber S.H. 39, folio 102; and Liber G.W. No. 1, Section 1, folio 34; (Now Plat Cabinet No. 2, Rod B-4, Plat 34" and described in Treasurer's Certificate No. 2072".

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day has elapsed since the date of the collector's sale.

It is thereupon this 5 day of ~~March~~ April, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by insertion of a copy of this Order of Publication in some newspaper having a general

Filed 5 Apr., 1955.

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circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Honorable Court by the 8 day of ~~April,~~ June, 1955, and redeem the property and answer the Bill, or thereafter a final decree will be passed foreclosing all rights of redemption in the properties and vesting in the Plaintiffs an absolute and indefeasable title to said lots of ground in fee simple, free and clear of all alienations and descents of the property occurring prior to the decree of Court and encumberances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

John H. Hopkins, 3rd, Clerk.

John H. Hopkins, 3rd,
Clerk of Court

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,161 EQUITY

PERCY R. THOMPSON and ELIZABETH THOMPSON, his wife, Pasadena P. O., Anne Arundel County, Maryland, Plaintiffs

Vs.

OWEN S. M. CONE, Pasadena P. O., Anne Arundel County, Maryland, and All persons having or claiming to have an interest in the property known as Lots Nos. 32-33-34-35 Block 2, on the Plat of Pasadena, recorded among the Land Records of Anne Arundel County in Plat Liber S. H. 39, folio 102 and Liber G. W. 1, Section 1, folio 34 (Now Plat Cabinet No. 2, Rod B-4, Plat 34). Defendants.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Pasadena, Third Election District of Anne Arundel County, Maryland; which were sold by the Collector of Taxes for Anne Arundel County (Treasurer) and the State of Maryland; to the County Commissioners of Anne Arundel County, and by mesne conveyances the interest so conveyed, became vested in the Plaintiffs:

"All those lots of ground situate, lying and being in Pasadena, Third Election District of Anne Arundel County, State of Maryland; and known as Lot Nos. 32-33-34-35 Block 2 as shown on the Plat of Pasadena recorded among the Land Records of Anne Arundel County in Liber S. H. 39, folio 102; and Liber G. W. No. 1, Section 1, folio 34; (Now Plat Cabinet No. 2, Rod B-4, Plat 34" and described in Treasurer's Certificate No. 2072).

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day has elapsed since the date of the collector's sale.

It is thereupon this 5th day of April, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED, that notice be given by insertion of a copy of this Order of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property to be and appear in this Honorable Court by the 8th day of June, 1955, and redeem the property and answer the Bill, or thereafter a final decree will be passed foreclosing all rights of redemption in the properties and vesting in the Plaintiffs an absolute and indefeasable title to said lots of ground in fee simple, free and clear of all alienations and descents of the property occurring prior to the decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale and public easements to which the property is subject.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

a-28

OFFICE OF

LIBER 94 PAGE 61

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. 11,161

Percy R. Thompson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 8th day of June, 1955. The first insertion being made the 7th day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Wilkinson

Filed 20 May, 1955.

PERCY R. THOMPSON and ELIZABETH THOMPSON, his wife Pasadena P.O., Anne Arundel County, Maryland Plaintiffs vs. OWEN S. M. CONE Pasadena P.O., Anne Arundel County, Maryland and ALL persons having or claiming to have an interest in the property known as Lots Nos. 32-33-34-35, Block 2, on the Plat of Pasadena, recorded among the Land Records of Anne Arundel County in Plat Liber S.H. 39, folio 102, and Liber G.W. 1, Sec. 1, folio 34 (Now Plat Cabinet No. 2, Rod B-4, Plat 34). Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,161 EQUITY

****

A F F I D A V I T

****

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 and County aforesaid, personally appeared Roberta D. Everett of Pasadena, Anne Arundel County, Maryland, who made oath in due form of law as follows:

1. That she had written to Joseph William Cone and Mortimer E. Cone, 26 College Street, New Haven, Connecticut, attempting to locate one Owen S. M. Cone, and she has never received a reply.

2. That she visited an address at 205 Pennsylvania Avenue, Washington, D.C. and discovered that the building had been torn down and apart and found a park there located; and she made various inquiries, but was unable to locate Owen S. M. Cone.

c. That she visited the office of the U. S. Archives in Washington, D.C., and was shown that Owen S. M. Cone died many years ago at the United States

11

Filed 7 Sept., 1955.

Soldiers Home in Washington, D.C.

WITNESS my hand and Notarial Seal.

Amelia H. Johnson

Notary Public

Roberta D Everett

Roberta D. Everett
Affiant

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PERCY R. THOMPSON and ELIZABETH THOMPSON, his wife Pasadena P.O., Anne Arundel County, Maryland. Plaintiffs vs OWEN S. M. CONE Pasadena P.O., Anne Arundel County, Maryland and ALL persons having or claiming to have an interest in the property known as Lots Nos. 32-33-34-35, Block 2, on the Plat of Pasadena, recorded among the Land Records of Anne Arundel County in Plat Liber S.H. 39, Folio 102 and Liber G.W. 1 Section 1, Folio 34 (New Plat Cabinet No. 2, Rod B-4, Plat 34). Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,161, EQUITY

****

DECREE PRO CONFESSO

****

1. It appearing in the proceedings in this cause that the Order of Publication heretofore issued herein, was duly published in the Maryland Gazette, a newspaper of general circulation in Anne Arundel County, Maryland, against the Defendant, Owen S. M. Cone, and all persons claiming to have an interest in the real estate therein described, as assessed to the Defendant, Owen S. M. Cone, by the Treasurer of Anne Arundel County.

2. And it further appears that the Defendant, Owen S. M. Cone, has failed to enter his appearance herein in person or by Solicitor, has failed to file an Answer to the Bill of Complaint, and the time within which said Defendant, Owen S. M. Cone, could so appear and file an Answer has now expired.

IT IS THEREUPON, This 21st day of October, 1955; by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED, and DECREED, That the Bill of Complaint, be, and the same is hereby, taken Pro Confesso against the Defendant, Owen S. M. Cone, and all persons having or claiming to have any interest in the real estate therein described, as the same is assessed to the Defendant on the books of the County Treasurer.

Benjamin Michaelson

Judge

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Filed: 21 Oct. 1955

PERCY R. THOMPSON and ELIZABETH THOMPSON, his wife Pasadena P.O., Anne Arundel County, Maryland. Plaintiffs vs. OWEN S. M. CONE Pasadena P.O., Anne Arundel County, Maryland and ALL persons having or claiming to have an interest in the property known as Lots Nos. 32-33-34-35, Block 2, on the Plat of Pasadena, recorded among the Land Records of Anne Arundel County in Plat Liber S.M. 39, folio 102, and Liber G.W. 1, Sec. 1, folio 34 (Now Plat Cabinet No. 2, Rod B-4, Plat 34). Defendants	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,161 EQUITY

****

FINAL DECREE

****

The proceedings in this cause having been read and considered, and it appearing to the Court that the Defendant, Owen S. M. Cone, and any and all persons having or claiming to have any interest in the property described in the Bill of Complaint, having been notified to appear and answer the Bill of Complaint by virtue of an Order of Publication directed to the Defendant herein, Owen S. M. Cone; and he having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiffs, it is thereupon this 22nd day of November, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED, that all rights of redemption to the property mentioned herein of the defendant, Owen S. M. Cone, and any and all persons having or claiming to have any interest in said property, be, and they are hereby forever foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiffs, in and to the following described property:

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Filed 22 Nov., 1955.

A. Lots Nos. 32-33-34-35, Block 2, as shown on the Plat of Pasadena, recorded among the Land Records of Anne Arundel County in Liber S.H. 39, folio 102; and Liber G.W. 1, Sec. 1, Folio 34(Now Plat Cabinet No. 2, Rod B-4, Plat 34), and sold under Tax Sale Certificate No. 1506, and by mesne conveyances the interest so conveyed, became vested in the Plaintiffs,

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, excepting taxes accruing subsequent to the tax sale mentioned in these proceedings.

IT IS FURTHER ORDERED that the Treasurer of Anne Arundel County, Collector of Taxes for the State of Maryland and Anne Arundel County, execute and deliver to Percy R. Thompson and Elizabeth Thompson, his wife, Plaintiffs in these proceedings, a Deed of Conveyance to the aforesaid parcel of land, upon payment to him of such taxes, if any be due thereon, and the balance of the purchase price, if any, and it is further

ORDERED that the Plaintiffs pay the costs of said suit in their behalf incurred.

Benjamin Michaelson

Judge

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LIBER 94 PAGE 67

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 11,460
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
JEROME S. MURPHY AND ADA V.	:	FOR
MURPHY, his wife	:	ANNE ARUNDEL COUNTY

.....

Mr. Clerk:

Please docket this case and file original mortgage, statement of mortgage and Military Affidavit.

George E. Rullman, Attorney named
IN MORTGAGE

1

Filed: 24 Aug 1955

COUNTY FORM

LIBER 773 PAGE 267

LIBER 94 PAGE 68

#633

This Mortgage, Made this 31st day of July, in the year one thousand, nine hundred and fifty-three, Between Jerome S. Murphy and Ada V. Murphy, his wife,

of Anne Arundel County, in the State of Maryland, Mortgagors, and FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said Mortgagors, being members of said body corporate, have received therefrom an advance in the sum of Ten Thousand ($10,000.00) 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 per cent. (5%) per annum in the manner following:

By the payment of One Hundred twenty-three ($123.00) Dollars on or before the first day of each and every month from the date hereof, commencing on the first day of September 1953, and continuing until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payments of the aforesaid principal sum, or in any other way Mortgagee may elect.

It is hereby understood and agreed by the parties hereto that should there be any remaining balance due on said principal debt at the expiration of ten years from the date hereof, said balance shall then become due and payable.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and the sum of one dollar, the said MORTGAGORS

do hereby grant and convey unto the said FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS, its successors and assigns in fee simple

All that lot of ground situate, lying and being in the City of Annapolis, (formerly in the Second Election District) Anne Arundel County, Maryland, described as follows:

Beginning for the same at a point on the Northwest side of Chesapeake Avenue, as extended, said point being 925 feet from the West corner of said avenue and First Street, and being also the West corner of said avenue and an alley 15 feet wide, and running thence in a southwesterly direction and with the Northwest side of said avenue, as extended, the distance of 85 feet; thence in a northwesterly direction and at right angles to said avenue the distance of 174 feet, 6 inches +; to another alley 20 feet wide; thence with the Southeast side of said alley in a Northeast direction the distance of 85 feet to the said first mentioned alley, thence with the Southwest side of said 15 foot alley in a southeasterly direction 174 feet 6 inches +, to the point of beginning.

2 Filed: 24 Aug 1953

Being the same property conveyed to Jerome S. Murphy, by James J. Murphy, Trustee, by deed dated May 28, 1946, and recorded in the Land Records of Anne Arundel County in Liber J.H.H. 364, folio 114.

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

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

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

And the said Mortgagors , for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, as follows: (1) to repay the indebtedness, together with interest, as herein provided; (2) to keep the buildings on the premises insured against loss by fire and windstorm and all hazards for the benefit of the Mortgagee, its successors or assigns, in some company acceptable to the Mortgagee, its successors or assigns, to the extent of its lien therein, and to deliver the policy and all renewal receipts to the Mortgagee, its successors or assigns; and in case of failure of the Mortgagors , their heirs, personal representatives and assigns, so to do, the Mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (3) to pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. The Mortgagee, its successors or assigns, being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of five per cent. (5%) per annum from the date of said payment, and the said Mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the Mortgagors , their heirs personal representatives and assigns to keep the buildings on said property in good condition or repair, the Mortgagee, its successors or assigns, may demand the immediate repair of said buildings, or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the Mortgagors , their heirs, personal representatives and assigns, to comply with said demand of the Mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage. and, at the option of the Mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the Mortgagee, its successors or assigns, may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (5) that the holder of this mortgage in any action to foreclose it. shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the Mortgagors by voluntary or involuntary grant or assignment, or in any other manner without the Mortgagee's written consent, or should the same be encumbered by the Mortgagors, their heirs. personal representatives and assigns, without the Mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days: (8) should this mortgage be paid off before maturity in the regular course of payments, said Mortgagors covenant with the said Mortgagee to pay five per cent. (5%) interest for ninety (90) days beyond the date of payment on the amount paid off before maturity, provided the amount prepaid exceeds twenty per cent. of original amount of loan. It is agreed and understood by the Mortgagor herein that this loan is made subject to all the provisions of the charter. by-laws and proper resolutions of the Board of Directors of the FIRST FEDERAL SAVINGS and LOAN ASSOCIATION of ANNAPOLIS.

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

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

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

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

WITNESS the hands and seals of the said Mortgagors.

Witness:

Janet Schnoor

Jerome S. Murphy (SEAL)

(SEAL)

Ada V. Murphy (SEAL)

Ada V. Murphy

(SEAL)

LIBER 773 PAGE 270

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit

I HEREBY CERTIFY that on this 31st day of July, 19 53, before me the subscriber, a Notary Public, of the State of Maryland in and for the County aforesaid, personally appeared Jerome S. Murphy and Ada V. Murphy, his wife, the Mortgagors named in the aforegoing Mortgage, and acknowledged the aforegoing Mortgage to be their act. At the same time also appeared T. Roland Brown, President of the within named corporation, Mortgagee, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Janet Schnoor,
Janet Schnoor, Notary Public.

Recorded: August 4, 1953 at 2.50 P.M.

MORTGAGE

FROM

Jerome S. Murphy and

Ada V. Murphy, his wife

TO

FIRST
FEDERAL SAVINGS and LOAN
ASSOCIATION
OF
ANNAPOLIS

Received for Record August 4, 19 53,
at 2.50 o'clock P. M. Same day recorded
in Liber 773 No. 773 Folio 262,
etc., one of the Land Records of A.A. Co
County and examined per
Clerk.
Cost of Record, $ 5

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

LIBER 94 PAGE 72

IN THE MATTER OF THE SALE OF : EQUITY NO. 11,460

THE MORTGAGED REAL ESTATE OF : IN THE CIRCUIT COURT

JEROME S. MURPHY AND ADA V. : FOR

MURPHY, his wife : ANNE ARUNDEL COUNTY

.....

STATEMENT OF MORTGAGE DEBT

TO balance due on Principal.....$9,305.77

TO interest to September 20..... 38.77

TOTAL.....$9,344.54

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

I hereby certify that on this 24th day of August, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Iola P. Anderson, Secretary-Treasurer, of the First Federal Savings and Loan Association of Annapolis, and made oath in due form of law that the aboce statement is correct to the best of her knowledge and belief.

Witness my hand and Notarial Seal.

BARBARA ANN JONES NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Jones

Barbara Ann Jones, Notary Public

6

Filed: 04 Aug 1955

IN THE MATTER OF THE SALE OF	:	EQUITY NO. 11,460
THE MORTGAGED REAL ESTATE OF	:	IN THE CIRCUIT COURT
JEROME S. MURPHY AND ADA V.	:	FOR
MURPHY, his wife	:	ANNE ARUNDEL COUNTY

.....

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October, 1940, and Soldiers and Sailors Civil Relief Act Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

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

George E. Rullman, being first duly sworn, on oath deposed and says that he is the duly authorized agent of the First Federal Savings and Loan Association of Annapolis, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are in the military service of the United States and that as a result of said investigation affiant has discovered and does hereby make oath that said defendants are not in the military service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the military service, but are employed as civilians and not subject to aforesaid.

George E. Rullman
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 24th day of August, 1955.

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

Barbara Ann Jones
Barbara Ann Jones, Notary Public

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Filed: 24 Aug 1955

F. 21788 500 9-35 Made in U.S.A.

MORTGAGEES OR ATTORNEYS BOND. LIBER 94 PAGE 74 No. 11,460 Equity

KNOW ALL MEN BY THESE PRESENTS, THAT we, GEORGE E. RULLMAN, of Anne Arundel County, State of Maryland as principal and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the laws of the State of New York, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Ten Thousand and no/100 - - - - - - - - -($10,000.00) - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this - - -thirtieth - - - - day of - - - - -August - - - - - - - -, in the year of our Lord - - - - 1955 - - - -

WHEREAS, the above bounden GEORGE E. RULLMAN

by virtue of the power contained in a mortgage from Jerome S. Murphy and Ada V. Murphy, his wife - - - - - - - - - - - - - - to First Federal Savings and Loan Association of Annapolis bearing date the thirtieth day of - - - - - - July - - - - - - - - - - - - - 1953 - - and recorded among the ~~Mortgage~~ Land records of Anne Arundel County in Liber J.H.H. No. 773 Folio 267 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden - - - - - - - - - - - - - -GEORGE E. RULLMAN - - - - - - - - - - - - - - -

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

IN TESTIMONY WHEREOF, the above bounden GEORGE E. RULLMAN - - - - - - - -

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

Signed, Sealed and Delivered
in the Presence of

Gloria Kellenbenz — Gloria Kellenbenz

George E. Rullman [SEAL]
George E. Rullman

[SEAL]

NATIONAL SURETY CORPORATION

As to Surety

Estelle M. Fiedler
Estelle M. Fiedler

By Rose M. Bausch
Rose M. Bausch Attorney-in-fact

Attorney in fact

Approved this 1 Sept., 1955.
George T. Cromwell, Clerk.

Filed 1 Sept., 1955.

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

PUBLIC SALE

—OF VALUABLE—

Residence Property

SITUATE, LYING, AND BEING IN THE CITY OF ANNAPOLIS, IMPROVED BY A TWO STORY FRAME DWELLING WITH MODERN IMPROVEMENTS, LOCATED AT 806 CHESAPEAKE AVENUE, ANNAPOLIS, MARYLAND (EASTPORT).

Under and by virtue of the power of sale contained in a mortgage from Jerome S. Murphy and Ada V. Murphy, his wife, dated July 31, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 773, folio 267, the undersigned attorney named in said Mortgage is to make sale of property therein described, default having occurred thereunder, will offer for public sale at auction at the Court House Door, in the City of Annapolis, Maryland, on

TUESDAY, SEPTEMBER 20th, 1955

AT 11:30 O'CLOCK A.M.

the following described property, namely:

ALL that lot of ground situate, lying and being in the City of Annapolis, (formerly in the Second Election District) Anne Arundel County, Maryland, described as follows:

BEGINNING for the same at a point on the Northwest side of Chesapeake Avenue, as extended, said point being 925 feet from the West corner of said avenue and First Street, and being also the West corner of said Avenue and an alley 15 feet wide, and running thence in a southwesterly direction and with the Northwest side of said avenue, as extended, the distance of 85 feet; thence in a northwesterly direction and at right angles to said avenue the distance of 174 feet, 6 inches; to another alley 20 feet wide; thence with the Southeast side of said alley in a Northeast direction the distance of 85 feet to the said first mentioned alley, thence with the Southwest side of said 15 foot alley in a Southeasterly direction 174 feet, 6 inches, to the point of beginning.

BEING the same property conveyed to Jerome S. Murphy, by James J. Murphy, Trustee, by deed dated May 28, 1946, and recorded in the Land Records of Anne Arundel County in Liber J.H.H. 364, folio 114.

TERMS OF SALE: A deposit of ten (10%) per cent of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money, with interest thereon at the rate of six per cent (6%) per annum to be paid in cash upon final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

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

Filed 21 Sept., 1955.

September 20, 1955

I hereby certify that I have this day purchased the property described on the within handbill from George E. Rullman, Attorney named in Mortgage, at and for the sum of $ 10,100.00 , and I hereby agree to comply with the terms of sale, as set forth on the reverse side hereof.

Witness

Emory G. Bowen (SEAL)
Purchaser

Susan M. Bowen (SEAL)
Purchaser

I hereby certify that I have this Twentieth day of September, 1955, sold the property described on the within handbill to Emory G. Bowen and Susan M. Bowen, wife, at and for the sum of $10,100.00, he being then and there the highest bidder therefor; and I further certify that the sale was fairly made.

Auctioneer.

Filed 21 Sept., 1955.

IN THE MATTER OF THE SALE	:	EQUITY NO. 11,460
OF THE MORTGAGED REAL ESTATE	:	IN THE CIRCUIT COURT
OF JEROME S. MURPHY and	:	FOR
ADA V. MURPHY, his wife	:	ANNE ARUNDEL COUNTY

...

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That under and by virtue of the power of sale contained in a mortgage from Jerome S. Murphy and Ada V. Murphy, his wife, dated July 31, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 773, folio 267, to make sale of the property therein described, in case of default, and default having occurred thereunder, the said George E. Rullman, Attorney as aforesaid, after having given bond with approved security, and after having given due notice of the time, place, manner and terms of sale by advertisement published in the Evening Capital, a daily newspaper published in Anne Arundel County, and by handbills distributed about the vicinity of the property and elsewhere, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described for sale by public auction at the Court House Door, in the City of Annapolis, Maryland, on Tuesday, September 20th, 1955, at eleven o'clock a.m., and then and there sold the said property to Emory G. Bowen and Susan M. Bowen, his wife, at and for the sum of Ten Thousand One Hundred ($10,100.00) Dollars, he then and there being the highest bidder therefor, which property is as follows:

> ALL that lot of ground situate, lying and being in the City of Annapolis (formerly in the Second Election District) Anne Arundel County, Maryland, described as follows:
>
> BEGINNING for the same at a point on the Northwest side of Chesapeake Avenue, as extended, said point being 925 feet from the West corner of said avenue and First Street, and being also the West corner of said Avenue and an alley 15 feet wide, and running

Filed 21 Sept., 1955.

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thence in a southwesterly direction and with the Northwest side of said avenue, as extended, the distance of 85 feet; thence in a northwesterly direction and at right angles to said avenue the distance of 174 feet, 6 inches; to another alley 20 feet wide; thence with the Southeast side of said alley in a Northeast direction the distance of 85 feet to the said first mentioned alley; thence with the Southwest side of said 15 foot alley in a Southeasterly direction 174 feet, 6 inches, to the point of beginning.

BEING the same property conveyed to Jerome S. Murphy, by James J. Murphy, Trustee, by deed dated May 28, 1946, and recorded in the Land Records of Anne Arundel County in Liber J.H.H. 364, folio 114.

Said lot being improved by a two story frame dwelling with modern improvements.

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

TERMS OF SALE: A deposit of ten (10%) per cent of the high bid at the sale will be required of the purchaser or purchasers on the day of the sale, balance of purchase money, with interest thereon at the rate of six (6%) per cent per annum to be paid in cash upon the final ratification of sale. Taxes and public charges to be adjusted to the day of sale.

Respectfully submitted,

George E. Rullman
Attorney named in Mortgage

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

I hereby certify that on this 20th day of September, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared George E. Rullman, Attorney, as aforesaid, and made oath in due form of law that the matters and facts stated in the foregoing Report of Sale are true as therein set forth, and that the sale was fairly made.

Witness my hand and Notarial Seal.

BARBARA ANN JONES NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Barbara Ann Jones, Notary Public

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LIBER 94 PAGE 79

ORDER NISI

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

~~Trustees~~

Jerome S. Murphy and
Ada V. Murphy, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,460 Equity

Ordered, this 21 day of September, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by George E. Rullman, Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25 day of October next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25 day of October next.

The report states that the amount of sale ~~xxxxx~~ was $10,100.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 21 Sept., 1955.

(Final Order)

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

~~xxxxxxxx~~

Jerome S. Murphy and
Ada V. Murphy, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th 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: 26 Oct. 1955

LIBER 94 PAGE 80 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. 11,460 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JEROME S. MURPHY and ADA V. MURPHY, his wife.

Ordered, this 21st day of September, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by George E. Rullman, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 25th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 25th day of October next.

The report states that the amount of sale was $10,100.00.

GEORGE T. CROMWELL, Clerk.

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

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CERTIFICATE OF PUBLICATION

Annapolis, Md., October 25, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,460.

Jerome S. Murphy

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 25th day of October, 1955. The first insertion being made the 23rd day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 453

By H. Tilghman

14

Filed: 26 Oct. 1955

In the Case of

In the Matter of the Sale
of the
Mortgaged Real Estate
of ~~vs~~
Jerome S. Murphy
and
Ada V. Murphy, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,460 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 15, 1955

All of which is respectfully submitted.

Laura K. Fiebelkorn
Auditor.

15

Filed 18 Nov., 1955.

Dr. In the Matter of the Sale of the Mortgaged Real Estate of Jerome S. Murphy and Ada V. Murphy, his wife

in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	335	25	385	25
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - this account	13	50	51	50
To Attorney 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	69		
National Surety Corp. - bond premium	40	00		
George W. Scible - auctioneer's fee	40	00		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Barbara Ann Jones - notary fees	1	50	150	63
To Attorney for Taxes, viz:				
1955 Annapolis City taxes ($62.86) - adjusted - 82 days	14	76	14	76
To First Federal Savings & Loan Ass'n of Annapolis, mortgagee - in full for mortgage claim filed	9,344	54	9,344	54
To Jerome S. Murphy, mortgagor - this balance	250	76	250	76
			10,197	44

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

1955				
Sept.	20	Proceeds of Sale	10,100 00	
		Interest on $9,090.00 to 11/8/55	75 00	10,175 00
		Refund 1955 State and County taxes ($80.31) - 102 days	22 44	22 44
				10,197 44

LIBER 94 PAGE 84

ORDER NISI

In the Matter of the Sale of the Mortgaged Real Estate of ~~KIRKNS~~ Jerome S. Murphy and Ada V. Murphy, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,460 Equity.

ORDERED, This 18 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 24 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 24 day of December next.

George T. Cromwell, Clerk.

Filed 18 Nov. 1955.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th 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 ~~Clerk~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed: 28 Dec 1955

LIBER 94 PAGE 85

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,460

Auditor account

Jerome S. Murphy

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 24th day of December, 1955. The first insertion being made the 24th day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 1650

Filed DEC 28 1955

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Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,460 Equity

In The Matter Of The Sale Of The Mortgaged Real Estate Of JEROME S. MURPHY and ADA V. MURPHY, his wife.

Ordered, this 18th 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 24th 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 24th day of December next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

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IN THE MATTER OF THE MORTGAGED REAL ESTATE OF VIRGINIA GARDNER PAYNE	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	# 11,375 Equity

* * *

Mr. Clerk:

Please docket the above entitled suit and file the within original mortgage (Exhibit A).

William J. McWilliams
212 Duke of Gloucester Street
Annapolis, Maryland
Attorney named in Mortgage

Filed 7 June, 1955.

LIBER 694 PAGE 326 LIBER 94 PAGE 87

PURCHASE MONEY

MORTGAGE

THIS MORTGAGE, Made this ninth day of July , A. D. 19 52 , by and between VIRGINIA GARDNER PAYNE

of Anne Arundel County , in the State of Maryland, hereinafter called the Mortgagor, and MARY K. FIFER, widow

hereinafter called the Mortgagee.

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Three Thousand Two Hundred and Fifty Dollars ($3,250.00), with interest from date at the rate of five per centum (5%) per annum on the unpaid principal until paid, principal and interest being payable at such place as the holder hereof may designate in writing, in monthly installments of Twenty-five Dollars ($25.00), commencing on the first day of August 1952 and continuing until the whole of said principal sum and interest shall be paid; said installments to be applied by the Mortgagee, first, to the payment of interest and second to the payment of the aforesaid principal sum; except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July 1969; the privilege is reserved to pay this debt in whole or in an amount equal to one (1) or more monthly payments on the principal that are next due on the first day of any month prior to maturity; and

WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof with interest, and the performance of all the covenants and conditions herein contained, should be secured by the execution of these presents, the proceeds hereof being a part of the purchase money of the property hereinafter described and conveyed to the Mortgagor by deed of even date herewith; and

WHEREAS, this mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945, or any amendment thereto.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH: That, for and in consideration of the premises and the sum of Ten Dollars ($10.00), the receipt whereof is hereby acknowledged, the said Mortgagor does hereby grant and convey unto the said Mortgagee, her heirs and assigns, in fee simple, all that lot or parcel of land situate at Robinson Station, in the Third Election District of Anne Arundel County, and more particularly described as follows:

Exhibit A

Filed 7 June, 1955.

BEGINNING for the same at an iron pipe heretofore set at the beginning of the second line of a 0.96 acre lot heretofore conveyed to Harry W. Shanaberger and wife by Helen E. Robinson, surviving Executrix of the Last Will and Testament of James S. Robinson, Jr. by deed dated 7 November 1945 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 344, folio 168; thence running from said beginning point so fixed and with part of the said second line of the said last mentioned conveyance and along the East side of a right-of-way now abandoned North 6 degrees 40 minutes West 144.93 feet to another iron pipe now set; thence leaving the said Shanaberger lot and running across part of the whole tract hereinafter mentioned for a division line between the lot now being described and another lot adjacent hereto on the Northwest to be conveyed to Laura Robinson South 59 degrees 52 minutes West 206.37 feet to another iron pipe now set on the East right-of-way line of the Baltimore and Annapolis Railroad; thence with said right-of-way line South 30 degrees 08 minutes East 119.98 feet to another iron pipe; thence leaving said right-of-way line and again running across part of the said whole tract for a division line North 65 degrees 59 minutes East 119.8 feet to another iron pipe in the first line of the 0.96 acre lot conveyed as aforesaid to Harry W. Shanaberger and wife; thence with said line North 28 degrees 49 minutes West 16.5 feet to the place of beginning. Containing 0.461 acre according to a survey and plat made by J. Revell Carr, Registered Surveyor, in November 1947.

BEING the same property which was conveyed to the Mortgagor herein by Mary K. Fifer, widow, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

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

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

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

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

1. That he will pay when due all taxes, assessments, water rates and other governmental or municipal charges, fire and hazard insurance premiums, fines, impositions and ground rents, whether or not provision for any of which has been made herein, for which the property hereby mortgaged may be liable, and will promptly deliver the official receipts therefor to the Mortgagee; and in default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable on demand, shall bear interest at the rate hereinbefore specifically mentioned and shall be secured by this mortgage.

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

3. That during the existence of this mortgage, he will keep the hereinbefore mentioned premises protected by fire insurance and such other hazard insurance as may be required by the Mortgagee, by obtaining a policy or policies of insurance issued by some insurance company satisfactory to the Mortgagee, in the amount of at least Three Thousand Two Hundred and Fifty Dollars, said policy or policies to bear an endorsement making any loss payable to said Mortgagee as hereinafter provided in Section 4, and to deliver said policy or policies to said Mortgagee.

4. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.

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

6. That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.

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

In case of default in any of the payments, covenants or conditions of this mortgage, the whole mortgage debt intended hereby to be secured shall become due and demandable; and it shall be lawful for the said Mortgagee, or William J. McWilliams its Attorney, or Agent, at any time after such default to sell the property hereby mortgaged, or so much thereof as may be necessary, to satisfy and pay said debt, interest and all costs incurred in making such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, its or their heirs, successors or assigns; and which sale shall be made in the following manner, viz: upon giving twenty days' notice of the time, place, manner and terms of sale, in some newspaper printed in Anne Arundel County, and such other notice as by the said Mortgagee or the party making the sale, may be deemed expedient; and in the event of a sale of said property, under the powers hereby granted, the proceeds arising from such sale, to apply: first, to the payment of all expenses incident to such sale, including a counsel fee of One Hundred Dollars ($ 100.00) and a commission to the party making the sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; secondly, to the payment of all claims of the said Mortgagee under this mortgage, whether the same shall have matured or not; and the surplus (if any there be) shall be paid to the said Mortgagor, or to whoever may be entitled to the same.

AND the said Mortgagor hereby covenants and agrees that immediately upon the first insertion of the advertisement or notice of sale as aforesaid under the powers hereby granted, there shall be and become due by him to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all court costs and all expenses incident to the foreclosure proceedings under this mortgage and a commission on the total amount of the mortgage indebtedness, principal and interest, equal to one-half of the percentage allowed as commissions to trustees making sale under orders or decrees of the Circuit Court for Anne Arundel County, in Equity, together with the counsel fee mentioned herein, which said expenses, costs, commission and counsel fee the said Mortgagor hereby covenants and agrees to pay; and the said Mortgagee or its said Attorney, shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, commission and counsel fee, but said sale may be proceeded with unless, prior to the day appointed therefor, legal tender be made of said principal, interest, costs, expenses, commission and counsel fee.

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

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

Witness:

..... Virginia Gardner Payne [SEAL]
Virginia Gardner Payne

..... [SEAL]

..... [SEAL]

..... [SEAL]

LIBER 694 PAGE 329

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL to wit: LIBER 94 PAGE 90

I HEREBY CERTIFY, That on this 9" day of July, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared VIRGINIA GARDNER PAYNE

the above named Mortgagors, and she acknowledged the foregoing mortgage to be her act.

At the same time also personally appeared MARY K. FIFER

[redacted] and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; ~~and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.~~

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

Viola J. Brown
Notary Public.

Recorded-11th-July-1952-at-2:45-P.M.

MORTGAGE

VIRGINIA GARDNER PAYNE

...TO...

MARY K. FIFER

Received for Record 11 Day of July 1952, at 2:45 P.M. and the same day recorded in Liber J.H.H. No. 694 Fol. 326, Land Records of Anne Arundel County

John W. Roffman
Clerk

McWILLIAMS & EVANS
ATTORNEYS AT LAW
ANNAPOLIS, MD.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF VIRGINIA GARDNER PAYNE

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
#11,375 - Equity

* * * * * * *

STATEMENT OF MORTGAGE CLAIM

Statement of the mortgage claim of Mary K. Fifer under the mortgage to her from Virginia Gardner Payne dated 9 July 1952 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 694, folio 326, said mortgage being in default.

Principal amount of mortgage	$ 3,250.00
Paid on account	359.34
Balance	$ 2,890.66

Mary K. Fifer

STATE OF MARYLAND)
) ss
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 24th day of June 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared MARY K. FIFER, and made oath in due form of law that the foregoing is a true statement of the amount remaining due her on her mortgage claim described herein and that she has not received any security or any satisfaction therefor other than the deed of mortgage in said statement mentioned.

AS WITNESS my hand and Notarial Seal.

Viola J. Brown
Viola J. Brown Notary Public

LIBER 94 PAGE 92

No. 11,375 Bonds

A STOCK COMPANY—ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE

KNOW ALL MEN BY THESE PRESENTS:

That we, WILLIAM J. McWILLIAMS of Annapolis, Maryland,

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Three Thousand Dollars ($3,000.00)

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 16th day of June in the year of our Lord One Thousand Nine Hundred Fifty-Five.

Whereas, the above bounden William J. McWilliams

by virtue of the power contained in a mortgage from Virginia Gardner Payne to Mary K. Fifer bearing date the 9th day of July 1952 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 694 Folio 326 and

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden William J. McWilliams

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

In Testimony Whereof, the above bounden William J. McWilliams

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

Signed, sealed and delivered in the presence of

Viola J. Brown

William J. McWilliams (SEAL)

(SEAL)

Attest:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Viola J. Brown

By Ridgely P. Melvin
Ridgely P. Melvin, Jr.
Attorney-in-Fact

MD3228—1M. 5-42 103525
Mortgagee's or Attorney's Bond

Approved this 27 June, 1955
John H. Hopkins, 3rd, Clk.
Filed 27 June, 1955.

7

George W. Scible - - - - - - - - - - - - Auctioneer

McWILLIAMS, EVANS and MELVIN, Solicitors

212 Duke of Gloucester Street

Annapolis, Maryland

ATTORNEY'S SALE

— OF VALUABLE —

Improved Property

SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT ROBINSON STATION

By virtue of the power and authority contained in a mortgage from Virginia Gardner Payne, dated 9 July 1952, and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 694, folio 326, William J. McWilliams, the attorney named in said mortgage (default having occurred thereunder), will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on

TUESDAY, JUNE 28th, 1955

AT 11 O'CLOCK A.M.

the following property:

All that lot or parcel of land situate at Robinson Station, in the Third Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for the same at an iron pipe heretofore set at the beginning of the second line of a 0.96 acre lot heretofore conveyed to Harry W. Shamaberger and wife by Helen E. Robinson, surviving Executrix of the Last Will and Testament of James S. Robinson, Jr., by deed dated 7 November 1945 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 344, folio 168; thence running from said beginning point so fixed and with part of the said second line of the said last mentioned conveyance and along the East side of a right-of-way now abandoned North 6 degrees 40 minutes West 144.93 feet to another iron pipe now set; thence leaving the said Shanaberger lot and running across part of the whole tract hereinafter mentioned for a division line between the lot now being described and another lot adjacent hereto on the Northwest to be conveyed to Laura Robinson, South 59 degrees 52 minutes West 206.37 feet to another iron pipe now set on the East right-of-way line of the Baltimore and Annapolis Railroad; thence with said right-of-way line South 30 degrees 08 minutes East 119.98 feet to another iron pipe; thence leaving said right-of-way line and again running across part of the said whole tract for a division line North 65 degrees 59 minutes East 119.8 feet to another iron pipe in the first line of the 0.96 acre lot conveyed as aforesaid to Harry W. Shanaberger and wife; thence with said line North 28 degrees 49 minutes West 16.5 feet to the place of beginning. Containing 0.461 acre according to a survey and plat made by J. Revell Carr, Registered Surveyor, in November 1947.

The property is improved by a five room frame house, gas and electricity.

TERMS OF SALE: A deposit of $300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For furtaer particulars, apply to:

WILLIAM J. McWILLIAMS,
Attorney named in Mortgage,
212 Duke of Gloucester Street,
Annapolis, Maryland.

I hereby certify that I have this 28 day of June 1955, sold the within described property to Joseph M. Amos Sons Inc at and for the sum of $2800.00 being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Auctioneer

I, Joseph M. Amos Sons Inc, hereby certify that I have this 28 day of June 1955 purchased the within described property from William J. McWilliams, Attorney, at and for the sum of Two thousand Eight hundred & no/100 ($2800.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Joseph M Amos Sons Inc (SEAL)

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF VIRGINIA GARDNER PAYNE	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY #11,375 - Equity
	*	

* * *

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of William J. McWilliams, Attorney named in the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Virginia Gardner Payne, dated 9 July 1952 and recorded among the Land Records of Anne Arundal County in liber J.H.H. No. 694, folio 326, the said William J. McWilliams, as the Attorney named in said mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, and also by handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, 28 June 1955, at 11:00 o'clock A.M. at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said William J. McWilliams, Attorney as aforesaid, then and there sold the said property to Joseph M. Armstrong, of Annapolis, Maryland, at and for the sum of Two Thousand and Eight Hundred Dollars ($2,800.00), he being at that figure the highest bidder therefor, the said property being the following:

ALL that lot or parcel of land situate at Robinson Station, in the Third Election District of Anne Arundel County and more particularly described as follows:

Filed 27 June 1955.

BEGINNING for the same at an iron pipe heretofore set at the beginning of the second line of a 0.96 acre lot heretofore conveyed to Harry W. Shanaberger and wife by Helen E. Robinson, surviving Executrix of the Last Will and Testament of James S. Robinson, Jr. by deed dated 7 November 1945 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 344, folio 168; thence running from said beginning point so fixed and with part of the said second line of the said last mentioned conveyance and along the East side of a right-of-way now abandoned North 6 degrees 40 minutes West 144.93 feet to another iron pipe now set; thence leaving the said Shanaberger lot and running across part of the whole tract hereinafter mentioned for a division line between the lot now being described and another lot adjacent hereto on the Northwest to be conveyed to Laura Robinson South 59 degrees 52 minutes West 206.37 feet to another iron pipe now set on the East right-of-way line of the Baltimore and Annapolis Railroad; thence with said right-of-way line South 30 degrees 08 minutes East 119.98 feet to another iron pipe; thence leaving said right-of-way line and again running across part of the said whole tract for a division line North 65 degrees 59 minutes East 119.8 feet to another iron pipe in the first line of the 0.96 acre lot conveyed as aforesaid to Harry W. Shanaberger and wife; thence with said line North 28 degrees 49 minutes West 16.5 feet to the place of beginning. Containing 0.461 acre according to a survey and plat made by J. Revell Carr, Registered Surveyor, in November 1947.

BEING the same property which was conveyed to Virginia Gardner Payne by deed dated 9 July 1952 from Mary K. Fifer, and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 694, folio 324.

2. And the said Attorney further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

"Terms of Sale: A deposit of $300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale."

Respectfully submitted,

Attorney

STATE OF MARYLAND)
) ss
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 28" day of June 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS, Attorney, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Viola J. Brown
Viola J. Brown Notary Public

LIBER 94 PAGE 98

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
VIRGINIA GARDNER PAYNE

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,375 Equity

Ordered, this 29 day of June, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by William J. McWilliams, Attorney named in the Mortgage, ~~XXXXXXXX~~ Trustees,

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

The report states that the amount of sale ~~XXXX~~ was $ 2,800.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 29 June, 1955.

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
VIRGINIA GARDNER PAYNE

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.

1 3

McWILLIAMS, EVANS And MELVIN, Solicitors
212 Duke of Gloucester Street,
Annapolis, Maryland

ATTORNEY'S SALE
— OF VALUABLE —
IMPROVED PROPERTY
Situate in the Third Election District of Anne Arundel County, Maryland, at Robinson Station.

By virtue of the power and authority contained in a mortgage from Virginia Gardner Payne, dated 9 July 1952, and recorded among the Land Records of Anne Arundel County in liber J. H. H. No. 694, folio 320, William J. McWilliams, the attorney named in said mortgage (default having occurred thereunder), will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on

TUESDAY, 28 JUNE 1955
AT 11 O'CLOCK A. M.

the following property:

All that lot or parcel of land situate at Robinson Station, in the Third Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for the same at an iron pipe heretofore set at the beginning of the second line of a 0.00 acre lot heretofore conveyed to Harry W. Shenaberger and wife by Helen E. Robinson, surviving Executrix of the Last Will and Testament of James S. Robinson, Jr. by deed dated 7 November 1945 and recorded among the Land Records of Anne Arundel County in liber J. H. H. No. 344, folio 108; thence running from said beginning point so fixed and with part of the said second line of the said last mentioned conveyance and along the East side of a right-of-way now abandoned North 6 degrees 40 minutes West 144.93 feet to another iron pipe now set; thence leaving the said Shaanberger lot and running across part of the whole tract hereinafter mentioned for a division line between the lot now being described and another lot adjacent hereto on the Northwest to be conveyed to Laura Robinson, South 59 degrees 52 minutes West 206.37 feet to another iron pipe now set on the East right-of-way line of the Baltimore and Annapolis Railroad; thence with said right-of-way line South 30 degrees 08 minutes East 110.08 feet to another iron pipe; thence leaving said right-of-way line and again running across part of the said whole tract for a division line North 63 degrees 59 minutes East 110.8 feet to another iron pipe in the first line of the 0.06 acre lot conveyed as aforesaid to Harry W. Shanaberger and wife; thence with said line North 28 degrees 40 minutes West 16.5 feet to the place of beginning. Containing 0.401 acre according to a survey and plat made by J. Revell Carr, Registered Surveyor, in November 1947.

The property is improved by a five room frame house, gas and electricity.

TERMS OF SALE: A deposit of $300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to
WILLIAM J. McWILLIAMS,
Attorney named in Mortgage,
212 Duke of Gloucester Street,
Annapolis, Maryland.

GEORGE W. SCIBLE—Auctioneer.

ju-28

LIBER 94 PAGE 99
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 9, 1955

We hereby certify, that the annexed

Attorney's Sale

Virginia Gardner Payne

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of June, 1955. The first insertion being made the 9th day of June, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

14 Filed 11 Aug., 1955.

LIBER 94 PAGE 100

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 9, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,375

Virginia Gardner Payne

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 August, 1955. The first insertion being made the 7th day of July, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Wilgus Mead

Filed 11 Aug., 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
VIRGINIA GARDNER PAYNE
No. 11,375 Equity

Ordered, this 20th day of June, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by William J. McWilliams, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 8th 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 8th day of August next.

The report states that the amount of sale was $2,800.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd. Clerk.

jy-28

LIBER 94 PAGE 101

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

McWILLIAMS, EVANS And
MELVIN, Solicitors
212 Duke of Gloucester Street,
Annapolis, Maryland

ATTORNEY'S SALE

— OF VALUABLE —

Improved Property

SITUATE IN THE THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, MARYLAND, AT ROBINSON STATION.

By virtue of the power and authority contained in a mortgage from Virginia Gardner Payne, dated 9 July 1952, and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 694, folio 326, William J. McWilliams, the attorney named in said mortgage (default having occurred thereunder) will sell at public auction at the Court House door, Annapolis, Anne Arundel County, Maryland, on

Tuesday, September 13th, 1955

AT 11 O'CLOCK A. M.

the following property:

All that lot or parcel of land situate at Robinson Station, in the Third Election District of Anne Arundel County, and more particularly described as follows:

BEGINNING for the same at an iron pipe heretofore set at the beginning of the second line of a 0.96 acre lot heretofore conveyed to Harry W. Shanaberger and wife by Helen E. Robinson, surviving Executrix of the Last Will and Testament of James S. Robinson, Jr., by deed dated 7 November, 1945 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 344, folio 168; thence running from said beginning point so fixed and with part of the said second line of the said last mentioned conveyance and along the East side of a right-of-way now abandoned North 6 degrees 40 minutes West 144.93 feet to another iron pipe now set; thence leaving the said Shanaberger lot and running across part of the whole tract hereinafter mentioned for a division line between the lot now being described and another lot adjacent hereto on the Northwest to be conveyed to Laura Robinson, South 59 degrees 52 minutes West 206.37 feet to another iron pipe now set on the East right-of-way line of the Baltimore and Annapolis Railroad; thence with said right-of-way line South 30 degrees 08 minutes East 119.98 feet to another iron pipe; thence leaving said right-of-way line and again running across part of the said whole tract for a division line North 65 degrees 50 minutes East 119.8 feet to another iron pipe in the first line of the 0.96 acre lot conveyed as aforesaid to Harry W. Shanaberger and wife; thence with said line North 28 degrees 49 minutes West 16.5 feet to the place of beginning. Containing 0.461 acre according to a survey and plat made by J. Revell Carr, egistered Surveyor, in November, 1947.

The property is improved by a five room frame house, gas and electricity.

TERMS OF SALE: A deposit of $300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale.

For further particulars, apply to

WILLIAM J. McWILLIAMS,
Attorney named in Mortgage,
212 Duke of Gloucester Street,
Annapolis, Maryland

Filed 14 Sept., 1955.

LIBER 94 PAGE 102

I hereby certify that I have this 13" day of September 1955, sold the within described property to Laura E. Robinson at and for the sum of $3000.00 she, being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Auctioneer

I, Laura E. Robinson hereby certify that I have this 13" day of September 1955 purchased the within described property from William J. McWilliams, Attorney, at and for the sum of $3000.00 ($3000.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Laura E. Robinson (SEAL)

Filed 14 Sept., 1955.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF VIRGINIA GARDNER PAYNE	*	IN THE
	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	#11,375 - Equity
	*	

* * *

REPORT OF SALE

TO THE HONORABLE THE JUDGES OF SAID COURT:

The Report of Sale of William J. McWilliams, Attorney named in the mortgage filed in these proceedings, respectfully shows:

1. That under and by virtue of the power of sale contained in a mortgage from Virginia Gardner Payne, dated 9 July 1952 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 694, folio 326, the said William J. McWilliams, as the Attorney named in said mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette and the Evening Capital, newspapers printed and published in Anne Arundel County, and also handbills distributed throughout the vicinity of the property and elsewhere, did on Tuesday, 13 September 1955, at 11:00 o'clock A.M. at the Court House door in the City of Annapolis, Maryland, offer the property in said mortgage described for sale by public auction; and the said William J. McWilliams, Attorney as aforesaid, then and there sold the said property to Laura E. Robinson, of Anne Arundel County, Maryland, at and for the sum of Three Thousand Dollars ($3,000.00), she being at that figure the highest bidder therefor, the said property being the following:

Filed 14 Sept., 1955.

ALL that lot or parcel of land situate at Robinson Station, in the Third Election District of Anne Arundel County and more particularly described as follows:

BEGINNING for the same at an iron pipe heretofore set at the beginning of the second line of a 0.96 acre lot heretofore conveyed to Harry W. Shanaberger and wife by Helen E. Robinson, surviving Executrix of the Last Will and Testament of James S. Robinson, Jr. by deed dated 7 November 1945 and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 344, folio 168; thence running from said beginning point so fixed and with part of the said second line of the said last mentioned conveyance and along the East side of a right-of-way now abandoned North 6 degrees 40 minutes West 144.93 feet to another iron pipe now set; thence leaving said Shanaberger lot and running across part of the whole tract hereinafter mentioned for a division line between the lot now being described and another lot adjacent hereto on the Northwest to be conveyed to Laura Robinson South 59 degrees 52 minutes West 206.37 feet to another iron pipe now set on the East right-of-way line of the Baltimore and Annapolis Railroad; thence with said right-of-way line South 30 degrees 08 minutes East 119.98 feet to another iron pipe; thence leaving said right-of-way line and again running across part of the said whole tract for a division line North 65 degrees 59 minutes East 119.8 feet to another iron pipe in the first line of the 0.96 acre lot conveyed as aforesaid to Harry W. Shanaberger and wife; thence with said line North 28 degrees 49 minutes West 16.5 feet to the place of beginning. Containing 0.461 acre according to a survey and plat made by J. Revell Carr, Registered Surveyor, in November 1947.

BEING the same property which was conveyed to Virginia Gardner Payne by deed dated 9 July 1952 from Mary K. Fifer, and recorded among the Land Records of Anne Arundel County in liber J.H.H. No. 694, folio 324.

2. And the said Attorney further reports that he has received from the purchaser the deposit of Three Hundred Dollars ($300.00) required by the terms of said sale, and has also obtained the written agreement of the purchaser to comply with the other of said terms, the same being as follows:

> "Terms of Sale: A deposit of $300.00 will be required at the time of sale and the balance of the purchase money, with interest thereon at the rate of six per cent per annum, to be paid in cash upon the final ratification of sale. Taxes, insurance and expenses to be adjusted to the date of sale."

Respectfully submitted,

Attorney

STATE OF MARYLAND)
) ss
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that, on this 13" day of September 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WILLIAM J. McWILLIAMS, Attorney, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true, and that the said sale was fairly made.

WITNESS my hand and Notarial Seal.

Viola J. Brown
Notary Public

LIBER 94 PAGE 106

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~Trustees~~
Virginia Gardner Payne

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,375 Equity

Ordered, this 14 day of September, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by William J. McWilliams, Attorney named in the Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24 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 24 day of October next.

The report states that the amount of sale ~~was~~ was $ 3,000.00.

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 14 Sept, 1955

In The Matter Of The
Mortgaged Real Estate Of
~~Trustees~~
Virginia Gardner Payne

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st 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 Michaelsen
Jr-Eq.

21

Filed: 27 Oct. 1955

LIBER 94 PAGE 107 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 17, 1955

We hereby certify, that the annexed

Order Nisi. Sale.

Eq. 11,375.

Virginia Gardner Payne.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of October, 1955. The first insertion being made the 22nd day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,375 EQUITY

Order Nisi

In The Matter Of The Mortgaged Real Estate Of VIRGINIA GARDNER PAYNE

Ordered, this 14th day of September, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by William J. McWilliams, Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of October next.

The report states that the amount of sale was $3,000.00.

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

o-13

No. 34 22

Filed: 27 Oct 1955

In the Case of

In the Matter of the
Mortgaged Real Estate
of
xxxx
Virginia Gardner Payne

In the

Circuit Court

For

Anne Arundel County

No. 11,375 Equity

To the Honorable, the Judges of said Court:

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

November 16, 1955

All of which is respectfully submitted.

Laura K. Fiblaing
Auditor

93

Filed 19 Nov., 1955.

Dr. In the Matter of the Mortgaged Real Estate of Virginia Gardner Payne

			in ac.
To Attorney for Fee, viz:	100 00		
To Attorney for Commissions, viz:	120 78	220 78	
To Attorney for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	30 50		
Auditor - stating this account	13 50	54 00	
To Attorney for Expenses, viz:			
Capital-Gazette Press - advertising first sale	38 43		
Capital-Gazette Press - order nisi on first sale	8 00		
Capital-Gazette Press - advertising second sale	39 39		
Capital-Gazette Press - order nisi on second sale	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Speer Publications, Inc. (first handbills)	12 68		
Speer Publications, Inc. -second handbills	17 40		
Fidelity & Deposit Co. of Md. - bond premium	12 00		
George W. Scible - auctioneer's fee (first sale)	25 00		
George W. Scible - auctioneer's fee (second sale)	30 00		
One-half Federal documentary stamps	1 65		
One-half State documentary stamps	1 65		
Viola J. Brown - notary fees	1 50	201 70	
To Attorney for Taxes, viz: 1955 State and County taxes ($43.59) adjusted to 9/13/55	30 36	30 36	
To Mary K. Fifer, mortgagee - this balance on account mortgage claim	2,519 26	2,519 26	
		3,026 10	
Amount of mortgage claim filed	2,890 66		
Cr. Amount allowed above	2,519 26		
Balance subject to decree in personam	371 40		

with William J. McWilliams, Attorney named in Mortgage Cr.

1955						
Sept.	13	Proceeds of Sale	3,000	00		
		Interest on deferred payment of $2,700.00 - 1 month 28 days	26	10	3,026	10
					3,026	10

LIBER 94 PAGE 111

ORDER NISI

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

Virginia Gardner Payne

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,375 Equity.

ORDERED, This 19 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 26 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 26 day of December next.

Filed 19 Nov. 1955 George J. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th 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~~ Grantor apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Wilkinson
Judge

DEC 30 1955
Filed

LIBER 94 PAGE 112 OFFICI F

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. 11,375 Equity

In The Matter Of The Mortgaged Real Estate Of VIRGINIA GARDNER PAYNE

Ordered, this 19th 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 26th 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 26th day of December next.

GEORGE T. CROMWELL, Clerk.

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

d-8

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 29, 1955

We hereby certify, that the annexed

Order Nisi - Eq. 11,375
Auditor account
Virginia Gardner Payne

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 December, 1955. The first insertion being made the 22nd day of November, 1955

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 5103

Filed : DEC 29 1955 By H. Tilghman

CHARLES BROADUS ✓
SHERIDAN BROADUS ✓
LOUISE THOMAS ✓
SYLVIA HALL ✓
SADIE TAYLOR, now known as
SADIE T. LUCAS ✓
MAYBEE TAYLOR, now known as
MAYBEE T. THOMPSON ✓
EDNA WORRELL ✓
? FRED TAYLOR
LOTTIE T. JOHNSON ✓
FRED HALL ✓
ARID ROBINSON ✓
? LENA BANKS Died 1951
LAURA WILSON ✓
HARRY BROADUS ✓
EDNA BROADUS ✓
BEATRICE MAYO ✓
MILDRED T. BROWN ✓
MAJOR HILL ✓
VIRGINIA HARRIS ✓
ELLA MAXWELL ✓
c/o John D. Fauntleroy
1000 U Street, N.W.
Washington, D. C.

ROSALIE CALIVER, devisee under ✓
the Last Will and Testament of
Lillian V. Taylor
1210 Lamont Street, N.W.
Washington, D. C.

Complainants

vs.

ELIZABETH JONES, also known as
ELIZABETH GLENN ✓
1303 T Street, N.W.
Washington, D. C.

PAULINE TUTT ✓
1506½ S Street, N.W.
Washington, D. C.

ULYSESS BROADUS, JR., minor ✓
P.F.C. RA 13463875
Company A, 187th Airborne RCT
APO 51, c/o Postmaster
San Francisco, California
by his next friend,
Lillie Johnson, adult
Route 3, Luray, Virginia,
his permanent home address

and

Kenneth D. Wood, Esq.
422 5th Street, N.W.
Washington, D. C.

Wesley S. Williams, Esq.
506 5th Street, N.W.
Washington, D.C.

Hubert B. Pair, Esq.
1000 U Street, N.W.
Washington, D. C.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,133 EQUITY

Filed 4 Oct, 1954

Austin L. Fickling, Esq. :
1000 U Street, N.W.
Washington, D. C. :

Respondents :

: : : : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above named Complainants, by Louis M. Strauss and Morris Turk, their Solicitors, respectfully represent:

1. That one Francis M. Taylor departed this life testate on or about the 28th day of January, 1949, seised and possessed of a certain tract of land containing 172.269 acres, more or less, situate near Davidsonville, First Election District, Anne Arundel County, Maryland, acquired by deed dated April 10, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 235, folio 116, a certified copy of which is filed herewith as Complainants Exhibit No. 1.

2. That said Francis M. Taylor died testate leaving a Last Will and Testament in which he devised the aforementioned property unto a certain Elizabeth Jones, a certified copy of which is filed herewith as Complainants Exhibit No. 2.

3. That the estate of Francis M. Taylor is being administered in the Probate Court of the United States District Court for the District of Columbia, Administration No. 72643 and that ancillary proceedings are being administered under jurisdiction of the Orphans' Court for Anne Arundel County.

4. That in connection with the probate of the estate of the said Francis M. Taylor, a stipulation and agreement was entered into by the said Elizabeth Jones and the heirs at law of the said Francis M. Taylor, in which all parties thereto agree to the sale of the hereinbefore mentioned property and to distribute the proceeds as therein set forth, a certified copy of which stipulation and agreement is filed herewith as Complainants Exhibit No. 3.

5. That Lillian V. Taylor, wife of said Francis M. Taylor, deceased, who had entered into the aforesaid stipulation, has since departed this life and left Rosalie Caliver, one of the Complainants herein, as the devisee of her interest in said real estate mentioned in these proceedings under her Last Will and Testament, which is being probated in the Probate Court of the United States

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District Court for the District of Columbia, a copy of which is filed herewith as Complainants Exhibit No. 4.

6. That your Complainants are heirs at law of the said Francis M. Taylor as mentioned in said stipulation.

7. That as a result of said stipulation, your Complainants are tenants in common with the respondents herein of undivided interests in the aforementioned property and because of the nature of the property and the improvements thereon, it is not susceptible of partition in kind between the parties hereto, without loss or injuries to their respective interest therein.

8. That it will be for the best interest and advantage of all parties that said real estate be sold and the proceeds thereof divided among them according to their respective interest after all costs and debts are paid, as set forth in said stipulation.

9. That the Respondent, Ulysses Broadus, Jr. is an infant and is a member of the Armed Forces whose address is Company A, 187th Airborne RCT, APO 51, c/o Postmaster, San Francisco, California.

10. That the said stipulation hereinbefore mentioned as Exhibit No. 3, provides, among other things, "It is further agreed that the sale of the above mentioned Maryland property shall be effected only upon the approval of all counsel to this stipulation.", which said are the following: Kenneth D. Wood, Esq., Wesley S. Williams, Esquire, Hubert B. Parr, Esquire, and Austin L. Fickling, Esquire.

11. That it appears that the Respondents herein are non-residents of the State of Maryland and therefore, your Complainants pray for process directed to the aforesaid non-resident respondents, and for an Order of Publication directed to all the Respondents.

WHEREFORE YOUR COMPLAINANTS PRAY:

1. That this Honorable Court pass a decree for the sale of the property herein mentioned and that the monies arising from such sale be distributed and divided among the parties according to the respective interests and rights under said stipulation and agreement.

2. That a Trustee be appointed to make said sale, receive the purchase price, and to convey the property to the purchaser or purchasers thereof upon ratification of the sale.

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3. That this Honorable Court appoint a Guardian Ad Litem within the jurisdiction of this Court for the infant, Ulysses Broadus, Jr.

4. That your Petitioners be allowed to run notice to creditors according to Law and the Rules of Court.

5. That an Order of Publication be passed giving notice to the non- resident Respondents of the object and substance of this Bill of Complaint and warning them to be and appear in this Honroable Court, in person or by Solicitor, on or before the _____ day of _____, 1954, and answer said Bill of Complaint, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

6. That your Complainants may have such other and further relief as the nature of their case may require.

AND AS IN DUTY BOUND, etc.

Louis M. Strauss

Morris Turk

Townsworth Building
Annapolis, Maryland
Solicitors for Complainants

(INT. REV. STAMP $4.40) (MD. ST. STAMP $4.00)

THIS DEED, made this 10th day of April 1941, by and between FRANK R. SAMES and LILLIAN L. SAMES, his wife, of Anne Arundel County and State of Maryland, of the first part, and FRANCIS M. TAYLOR, of the City of Washington and District of Columbia, of the second part, WITNESSETH:

THAT for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable considerations, them thereunto moving, the receipt whereof is hereby acknowledged, the said parties of the first part have bargained and sold and by these presents do grant and convey unto the said FRANCIS M. TAYLOR, his heirs and assigns, in fee simple, the following-described property.

ALL that tract of land situate, lying and being in the First Election District of Anne Arundel County aforesaid and described as follows, it being composed of parts of two tracts of land called "Waterford" and "Velmead," or by whatsoever other name or names the same may be known, located in the First District of said Anne Arundel County, and fronting on the county road leading from Governor's Bridge to Queen Ann Bridge:

BEGINNING for the same at a stone on the east side of said road and running thence and follows south 88 degrees east 354 feet to a stone, south 32 degrees east 173 feet, south 57 degrees 30 minutes east 429 feet, south 45 degrees east 396 feet, south 46 degrees east 445 feet to the centre of said road; thence leaving the road and running south 16 degrees west 231 feet to a stone; thence south 20 degrees 30 minutes east 643 feet to a stone on the east side of the above-mentioned road; thence following the east side of said road south 4 degrees 30 minutes west 346 feet, south 25 degrees 15 minutes west 346 feet, south 25 degrees 15 minutes west 346 feet to a stone on the east side of the road; thence leaving the road and running south 89 degrees west 445 feet to a stone; thence south 83 degrees 30 minutes west 709 feet to a stone; thence south 1 degree east 1745 feet to a dogwood stake between three

Exhibit No. 1
Complainants

16, 138 Eq
Broaders v Jones et al
5' Refiled 20 June, 1955. Filed 4 Oct., 1954

EXAMINER'S EX 2.
E. Clowes
Examiner

marked pine trees; thence north 88 degrees east 313 feet to a stone; thence south 68 degrees 15 minutes east 115 feet to a stone; thence north 89 degrees 30 minutes east 400 feet to a stone; thence south 15 degrees east 660 feet to a stone; thence south 86 degrees 30 minutes east 511 feet to a stone; thence south 15 degrees east 49 feet to a stone; thence north 86 degrees 30 minutes west 145 feet to a stone; thence south 3 degrees 30 minutes west 954 feet to a stone; thence north 86 degrees 30 minutes west 297 feet to astone; thence south 3 degrees 45 minutes west 511 feet to a stone; thence north 85 degrees 30 minutes west 1798 feet 6 inches to a stone and cedar stump; thence north 18 degrees 30 minutes west 2664 feet to a stone; thence north 74 degrees 45 minutes west 1716 feet to a beech tree on the Patuxent River; thence north 34 degrees 30 minutes east 247 feet to a stone; thence north 21 degrees 30 minutes east 1270 feet to a stake; thence south 73 degrees 45 minutes east 1146.75 feet to a stone; thence north 30 degrees east 2700 feet to the beginning, laid out for and containing 342 acres and 151 perches of land, more or less.

It being the identical lot of land which was conveyed to W. Meade Holladay and wife by Margaret E. Iglehart, et al, by deed dated August 26, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 47, folio 185; also all that tract of land which was conveyed to W. Meade Holladay by Alton R. Arnold, Treasurer, by deed dated May 5, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 85, folio 420, said tract of land contains 8 acres 1 perch, more or less, it being the identical land which was conveyed to Washington Hayward by Thomas S. Iglehart and wife by deed dated February 23, 1870, and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 4, folio 307.

Being Lots B-C-E on a plat and survey made by E. Lacy Chinn, Surveyor, in July, 1905, and intended to be recorded with a deed from W. Meade Holladay and wife to George William Townshend, et al.

SAVING AND EXCEPTING from the operation of this deed the following property:

6

(1) All that tract of land which was conveyed to George King by W. Meade Holladay and wife, by deed dated December 21, 1905, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 46, folio 354, said tract of land containing 107 acres of land, more or less.

(2) All that tract of land containing 30 acres, more or less, which was conveyed by W. Meade Holladay and wife to Clarence L. Duckett and Myrtle E. Duckett by deed dated January 4, 1911, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 82, folio 13.

(3) All that tract of land containing 20 acres, more or less, which was conveyed to Robert W. Stockett by George W. Townshend, et al., by deed dated January 7, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 96, folio 204.

(4) All that tract of land containing 20 acres, more or less, conveyed to Milton O. Hopkins by George W. Townshend, et al., by deed March 27, 1918, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 150, folio 86.

(5) All that parcel of land conveyed to the State of Maryland to the use of the State Roads Commission, by Frank R. Sames by deed dated April 4, 1935, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 138, folio 315.

According to a description of said original tract of land contained in a deed from W.Meade Holladay and wife to George William Townshend, at al., dated January 24, 1912, and recorded among the Land Records of Anne Arundel County in Liber G. W. No. 90, folio 257, and being the same tract of land, less that portion granted to the State Roads Commission as above set forth, which was conveyed or intended to be conveyed to Frank R. Sames and Nellie H. Sames, his wife, by William W. Townshend, et al., by deed dated April 22, 1929, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 48, folio 326,the said Nellie H. Sames having since departed this life on or about the 24th day of November 1930, thereby vesting title

7

to said property in the said Frank R. Sames, surviving husband, the said Frank R. Sames having since intermarried with the said Lillian L. Sames.

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 said tract of land and premises above described and mentioned and hereby intended tobe conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining, unto and to the proper use and benefit of the said FRANCIS M. TAYLOR, his heirs and assigns, in fee simple.

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

AS WITNESS the hands and seals of said grantors.

WITNESS: FRANK R. SAMES (SEAL)

GRACE E. ROTH as to LILLIAN L. SAMES (SEAL)

GRACE E. ROTH as to

STATE OF MARYLAND ANNE ARUNDEL COUNTY TO WIT:

I HEREBY CERTIFY that on this 10th day of April, 1941, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared FRANK R. SAMES and LILLIAN L. SAMES, his wife, the within-named grantors, and acknowledged the foregoing deed tobe their deed and act.

AS WITNESS my hand and Notarial seal.

GRACE E. ROTH

(NOTARIAL SEAL) NOTARY PUBLIC

Recorded-14th-April-1941-at-11:40-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. 235 Folio 116, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 2nd. day of August A. D., 1954.

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

9

Last Will and Testament

FILED

FEB 3 - 1948

OF

Francis M. Saylor

In the Name of God, Amen.

I Francis M. Saylor of 1327 Girard Street N.W., Washington, D.C.

being of sound and disposing mind, memory and understanding, and capable of executing a valid deed or contract, considering the certainty of death and the uncertainty of the time thereof, and being desirous to settle my worldly affairs, and thereby be the better prepared to leave this world when it shall please the Almighty to call me hence, do hereby make, publish and declare this my last Will and Testament, hereby revoking and annulling all wills and testamentary dispositions heretofore made by me, in manner and form following, that is to say:

First. *and principally, I commit my soul into the hands of Almighty God, and my body to the earth, to be decently buried at the discretion of my executrix hereinafter named; and my will is, that all my just debts and funeral expenses shall be paid by my executrix hereinafter named as soon after my decease as shall be convenient:*

Second. *I give, devise and bequeath to* my wife, Lillian V. Saylor, the following described property:

Farm, consisting of 50 acres, more or less, located one-quarter of a mile west of the Shenandoah river, in Page County, in the State of Virginia.

Farm, 26 acres, 10 room house, located west of the property described above, Page County, in the State of Virginia. And to Elizabeth Jones I devise my farm, 200 acres, Davidsonville, Maryland, Anne Arundel County, on Patuxent River. The Apartment House, 1522 Ninth St. N.W., Washington, D.C., I devise and bequeath to my wife, Lillian V. Saylor.

The above indicated property I give to my wife, absolutely and in fee simple. The farm of 200 acres in Davidsonville Maryland, I devise to Elizabeth Jones, absolutely and in fee simple.

EXHIBIT 1—0770

All the rest and residue of my estate, both real, personal and mixed, I give, devise, and bequeath to ~~my~~ Elizabeth Jones, of 1303 T. Street N.W., Washington, D.C., absolutely.

~~and~~

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

And Lastly, I do hereby nominate, constitute and appoint my wife, Lillian V. Taylor executrix of this, my last Will and Testament, and I desire that my executrix hereinbefore named shall not be required to give bond for the faithful performance of the duties of that office.

In Testimony Whereof, I have set my hand and seal to this, my last Will and Testament, at Washington, DC. this 21st day of January in the year of our Lord one thousand nine hundred and forty-nine

Francis M. Taylor [SEAL]

Signed, Sealed, Published, and Declared, by Francis M. Taylor the above-named testator, as and for his last Will and Testament, in our presence, and at his request, and in his presence, and in the presence of each other, we have hereunto subscribed our names as attesting witnesses.

William S. Broadus

Residence 767 Morton St. NW

James Briggs

Residence 769 Morton St NW

[Write very plainly]

Esther M. Broadus

767 Morton St. N.W.

Residence

LIBER 94 PAGE 124

Form No. 78

United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*
ELVIN J. MARQUES, Deputy

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

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

Witness, my hand and the seal of said Probate Court, this twelfth day of August, A. D. 19 54.

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

19

IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA

FILED
JAN 20 1950
THEODORE COGSWELL
REGISTER OF WILLS, D. C.
Clerk of Probate Court

In re:
Estate of
Francis M. Taylor,
Deceased

Administration No. 72045

Dkt 15-3

STIPULATION

It is hereby stipulated and agreed this 9th day of November, 1949 by and between all parties, counsel for said parties, guardian ad litem for the infant parties in the above entitled cause, that to carry out and effectuate the compromise agreement which resulted in the will of Francis M. Taylor, Deceased, being duly proven and offered for probate, the real estate of said decedent located in the State of Maryland and described in said will shall be sold and the net proceeds of such sale shall be divided and distributed as provided in this stipulation; that is to say three-eights of said net proceeds to Lillie V. Taylor, three-eights of said net proceeds to Elizabeth Jones, and two-eights of said net proceeds to the heirs at law and next of kin of the above named decedent in accordance with the interests of said next of kin as determined by the statute of Distribution of the District of Columbia; that Lot 165 in Square 365, improved by premises Rear 1522 Ninth Street, N. W. in the District of Columbia shall pass to Lillie V. Taylor, notwithstanding the provisions the will of said decedent; and that all other provisions of said will shall remain the same; and that Lillie V. Taylor, widow, shall be appointed the executrix of said will.

It is further agreed that the sale of the above mentioned Maryland property shall be effected only upon the approval of all counsel to this stipulation.

All of the parties hereto do further agree that the estate of said decedent in respect of the payment of debts and expenses of administration, shall be administered as though there had been no contest of the last will and testament; provided that all costs of administration and debts of decedent shall be paid out of proceeds of the sale of the said Maryland real estate; provided further, that said debts and costs of administration shall be shared

Filed 4 Oct., 1954

by all parties in proportion to their respective interests in the said Maryland property; and that all parties hereto will execute such written consents as may be necessary or requisite to secure the approval of allowances in the final account of the executrix.

All parties hereto agree to execute such deeds and assurances that are necessary to carry out the terms of this agreement.

Mrs E. E. Jones

Kenneth Dabod
Attorney for Mrs. Jones.

Nesley E. Williams
Guardian ad litem- Pauline Tutt & Ulysses Broadus, Jr.

Lillie V. Taylor

Hubert B. Pair
Attorney for Lillie V. Taylor.

Austin L. Fickling
Attorney for the following heirs-at-law and next of kin

Louise Thomas
Sylvie Hall
Sadie Taylor
Maybee Taylor
Edna Worrell
Fred Taylor
Lottie T. Johnson
Fred Hall
Aria Robinson
Lena Banks
Laura Wilson
Sheridan Broadus
Harry Broadus
Edna Broadus
Charles Broadus
Beatrice Mayo
Mildred T. Brown
Major Hill
Virginia Harris
Ella Maxwell

T 2 X

Form No. 75

United States District Court for the District of Columbia

HOLDING PROBATE COURT

DISTRICT OF COLUMBIA, *to wit:*

I, MELVIN J. MARQUES, Deputy
[redacted], Register of Wills for the District of Columbia, Clerk of the Probate Court, **Do Hereby Certify**, That the foregoing is a true copy of the original stipulation between all parties, attorneys and guardian ad litem to effectuate a compromise agreement,

filed in the Office of the Register of Wills for the District of Columbia, Clerk of the Probate Court, in the matter of the estate of Francis M. Taylor, deceased,

Case No. 72,643, Adm. Doc. 153.

I Further Certify, That I have compared said copy with the original paper in said office, and find it to be a full, true and correct transcript thereof.

In Testimony Whereof, I have hereunto set my hand and the seal of the said Probate Court, this twelfth day of August, A. D. 1954.

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

15'

[illegible]

LAST WILL AND TESTAMENT

of

LILLIE V. TAYLOR

FILED

MAR 4 - 1952

THEODORE COGSWELL
REGISTER OF WILLS, D. C.
Clerk of Probate Court

I, LILLIE V. TAYLOR, residing at 1327 Girard Street, Northwest, Washington, D. C., being of sound and disposing mind, memory and understanding, considering the certainty of death and the uncertainty of the time thereof, and being desirous as justly as I may to settle my worldly affairs and thereby be the better prepared to leave this world when it shall please the Almighty to call me thence, do hereby declare this to be my Last Will and Testament, hereby revoking all former wills by me heretofore made:

FIRST. It is my will that my body be decently buried in my burial plot in Harmony Cemetery, and that all my just debts, funeral expenses and the expenses of the administration of my estate be paid as soon after my demise as shall be convenient.

SECONDLY. I give and devise to my brothers and sisters who shall survive me all that parcel of land consisting of one (1) acre, more or less, owned by me and situated at the rear of the Broadnick homestead in Lincoln Park, Montgomery County, Maryland, to hold absolutely as tenants in common.

THIRDLY. I give and bequeath to my husband Francis M. Taylor all my household furniture and articles of domestic use.

FOURTHLY. I give and bequeath to my granddaughter Lillian F. King DeLancy all my personal effects, jewelry and articles of personal adornment.

FIFTHLY. I give and bequeath the following pecuniary legacies.

1. To my said husband the sum of Twenty-five Dollars ($25.00). I make no additional provision for my said husband because he is already amply provided for out of property which was held by us as tenants by the entireties, a part of which property was sold with my consent but out of the proceeds of which I received no part or benefit.

2. To my niece Elsie Ross the sum of Two Hundred Fifty Dollars ($250.00).

Lillie V. Taylor

11,133 Eq.
Broadus & Jones Examiners Ex # 4 Emanuel Klavans Examiner
Refiled 20 June 1955.
Filed 4 October, 1954

SIXTHLY. I give, devise and bequeath to my dear friend and confidante Rosalie Caliver, or to such person as she may by deed or will appoint, all the rest and residue or my property (real, personal and mixed) of which I may be seized or possessed or to which I may be in any manner entitled, of whatsoever the same may consist and wheresoever situated, including but not limited to my real estate situated in Lincoln Park, Montgomery County, Maryland; my real estate situated in the District of Columbia, more particularly described as lot numbered 802 in square numbered 312 known as 1119 O Street, Northwest, and lot numbered 92 in square 193 known as 1511 Que Street, Northwest, and the household effects contained therein; the moneys in my possession at the time of my demise and on deposit in the Perpetual Building and Loan Association or elsewhere; and all my United States Savings Bonds in safe keeping in the Treasury of the United States, to have and to hold the same, but in trust nevertheless to and for the following trusts and purposes:

Sallie V Taylor

1. To hold, manage and control the said property hereinafter referred to as the "trust estate", with power and authority in her uncontrolled discretion to sell at public or private sale any portion or the whole of the real estate which is held under this trust, and to execute and deliver good and sufficient deeds and other instruments necessary to convey and transfer title to the purchasers thereof and to receive the proceeds of such sale or sales and retain the same as part of the trust estate until distributed as hereinafter directed. And whenever it shall become necessary to make part or final distribution of the trust estate, my said trustee, or her successor in trust, shall have authority to sell and convert into money the whole or any portion of such estate, real or personal; and upon all sales by my said trustee, or her successor in trust, the purchasers shall not be bound to see to the application of the purchase money. In the meantime my said trustee, or her successor in trust, is authorized and empowered to lease the said real estate and to collect and receive the rentals therefor and to do all things necessary and proper or incidental to the management of such real estate.

2. Any my trustee, or her successor in trust, is further authorized and empowered to invest from time to time the moneys in such trust estate and the proceeds of the sale of the said real estate in notes secured by first mortgages upon productive real estate or in bonds of the United States of America, having always in view the largest income from the trust estate consistent with the safe investment thereof. She may also invest and re-invest the moneys of said trust fund in any securities eligible for investment by savings banks or trustees under the laws of the District of Columbia, but it is my will that no part of the moneys of the trust estate shall be invested in real estate; however, nothing herein shall be construed to require my said trustee, or her successor in trust, to sell the real estate in said trust estate unless it shall be in the best interest of the trust estate to do so.

3. And after deducting the costs, expenses and fees incident to the maintenance and management of the said trust estate, I authorize and direct my said trustee, or her successor in trust, to pay the net income received from the said trust estate to my granddaughter Lillian F. King DeLaney, my son William King, and my brother Lorenzo Broadnick for a period of ten (10) years, such payments to be made quarterly or sooner if practicable, and in the following proportions:

(1) To my granddaughter Lillian F. King DeLaney, one-half of the net income;

(2) To my son William King, three-eights of the net income;

(3) To my brother Lorenzo Broadnick, one-eighth of the net income.

And it is my will that if my said granddaughter Lillian F. King DeLaney shall die within the said ten-year period, her share of the net income shall be applied by my said trustee to the maintenance and education of my great-grandchildren; and that if either my said son William King or my said brother Lorenzo Broadnick shall die within the said ten-year period, then, their respective shares of the net income shall be accumulated and held by my said trustee as a part of the trust estate.

Lillie Y Taylor

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4. And my said trustee, or her successor in trust, is further authorized and directed at the expiration of ten (10) years from the date of my demise, to set aside, pay over and transfer to my granddaughter Lillian F. King DeLaney, or to her heirs, one-half of the trust estate; and to set aside, pay over and transfer to my son William King, or to his heirs, one-fourth of the said trust estate; and upon receipt of payment of their respective shares of the trust estate as aforesaid, the payment of all sums to my said son William King, my brother Lorenzo Droednick and my granddaughter Lillian F. King DeLaney, out of net income, shall cease.

5. And my said trustee, or her successor in trust, is further authorized and directed to accumulate the net income derived from the remaining one-fourth of the trust estate, and upon the arrival of the first of my great-grandchildren at his or her twenty-second (22nd) birthday, I direct my said trustee, or her successor in trust, to divide the said remaining one-fourth of the said trust estate and the accumulations thereto in equal shares among such of my great-grandchildren as may be living at that time; and as each of such great-grandchildren arrives at the age of twenty-two (22) years, I direct my said trustee, or her successor in trust, to pay over to such child his or her share of the remaining one-fourth of the said trust estate and the accumulations thereto; and when there shall be no such great-grandchild under the age of twenty-two (22) years of age, this trust shall terminate.

Juliet Tayler

SEVENTHLY. If any devisee or legatee or beneficiary under this my Last Will and Testament shall contest the validity or object to the probate thereof or attempt to vacate the same or to alter or change any of the provisions thereof, such person shall thereby be deprived of all beneficial interests thereunder and of any share in my estate, and the share of such person shall become a part of my residuary estate and such person shall be excluded from taking any part of such residual estate.

EIGHTHLY. I hereby appoint my dear friend and confidante Rosalie Oliver as sole executrix of this my Last Will and Testament, and it is my will that she not be required to give official bond.

IN TESTIMONY WHEREOF, I, Lillie V. Taylor, have subscribed my name to this my Last Will and Testament containing five (5) typewritten sheets of paper, upon each of the foregoing of which I have also written my name, at Washington, D. C., this 6 day of March, 1947.

Lillie V Taylor
LILLIE V. TAYLOR

Signed, sealed, published and declared by Lillie V. Taylor, the above-named testatrix 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 attesting witnesses, this 6th day of March, 1947.

Mrs. Lois Craig (Name)	312 - M. St. N.W. (Address)
Mrs Lonnie Luck (Name)	3918 Clay St. N.E. (Address)
(Name)	(Address)

FILED
JAN 21 1952
THEODORE COGSWELL
REGISTER OF WILLS, D. C.
Clerk of Probate Court

CODICIL TO THE LAST WILL AND TESTAMENT

of

LILLIAN V. TAYLOR (also known as "LILLIE V. TAYLOR")

I, LILLIAN V. TAYLOR (also known as "LILLIE V. TAYLOR"), of 1327 Girard Street, Northwest, Washington, D. C., hereby declare this to be a codicil to my last will and testament:

1. Whereas, by the Second Article of my said will I gave and devised to my brothers and sisters that parcel of land consisting of one (1) acre, more or less, owned by me and situate at the rear of the Broadnick homestead in Lincoln Park, Montgomery County, Maryland; I hereby revoke said devise and I hereby give and devise to my said brothers and sisters in lieu thereof all of the Broadnick homestead, including the one (1) acre parcel of land, to hold absolutely as tenants in common;

2. Whereas, by the Third and Fifth Articles of my said will I bequeathed to my late husband Francis M. Taylor all my household furniture and articles of domestic use and the sum of $25.00; I hereby revoke such bequests, and I hereby give and bequeath to my granddaughter Lillian F. King DeLaney all my said household furniture and articles of domestic use.

Lillie V Taylor

3. Whereas, by paragraph 2 of the Fifth Article of my said will I gave and bequeathed to my niece Elsie Ross the sum of $250.00; now I hereby revoke such legacy and I hereby bequeath to my said niece in lieu thereof the sum of $3,000.00.

4. Whereas, by the Sixth Article of my said will I gave, devised and bequeathed to my dear friend and confidante Rosalie Caliver, or to such person as she may by deed or will appoint, all the rest and residue of my property (real, personal and mixed) in trust nevertheless for the purposes enumerated in said Article 6; I hereby revoke said devise and bequest, and hereby declare that it is my will that all the rest and residue of my property (real, personal and mixed), shall be disposed of as hereinafter directed, that is to say:

(a) I authorize and direct my executrix named in my said will to sell at public or private sale at such price as she may think fit consistent with its market value, the following of my real estate: 1327 Girard Street, Northwest; 1522 Ninth Street, Northwest; 1524 Ninth Street, Northwest; 1524 Ninth Street (Rear), Northwest; 1258 Eighth Street, Northwest; and my real estate in Luray, Virginia consisting of 26 acres, more or less, and my real estate in Lincoln Park, Maryland, not otherwise disposed of.

(b) I give and bequeath to Issac W. Taylor the sum of $1,000.00;

(c) I give and bequeath to my dear friend and confidante Rosalie Calvez for her loyal and unselfish services to me extending over a period of more than twenty years, the sum of $3,000.00;

(d) I give and bequeath to my brother Austin L. Broadnick the sum of $1,000.00;

(e) I give and bequeath to my brother Clement Broadnick the sum of $10.00;

(f) I give and bequeath to my brother Aaron Broadnick the sum of $10.00;

(g) I give and bequeath to my brother Lorenzo Broadnick the sum of $10.00;

(h) I give and bequeath to my sister Miranda Overton the sum of $10.00;

(i) I give and bequeath to my son William King an annuity of $50.00 per month for life, said annuity to be paid out of the rents received from my real estate situate at 1119 O Street, Northwest, and 1511 Que Street, Northwest;

(j) I give, devise and bequeath to my granddaughter Lillian F. King DeLaney my real estate situate at 1119 O Street, Northwest, and at 1511 Que Street, Northwest, subject, however, to the payment to my son William King the annuity of $50.00 per month for life, mentioned in paragraph numbered (i) of this codicil; and

Lastly, all the rest and residue of my property (real, personal and mixed) of whatsoever the same may consist and wherever situate, I give, devise and bequeath to my granddaughter Lillian F. King DeLaney and my great-grandchildren living at the time of mu demise, in equal shares, absolutely and forever; and I direot that the shares of my said great-grandchildren in this my residuary estate shall be paid to my granddaughter, the said Lillian F. King DeLaney, to hold the same in trust until my said great-grandchildren, or the survivor of them, shall attain the age of twenty-one (21).

IN TESTAMONY WHEREOF, I, Lillian V. Taylor (also known as "Lillie V. Taylor"), have subscribed my name to this my Codicil to my Last Will and Testament containing three (3) typewritten sheets of paper, upon each of the foregoing of whioh I have also written my name, at Washington, D. C., this the Eleventh day of Day of April, 1950.

Lillian V Taylor
LILLIAN V. TAYLOR
(also known as "LILLIE V. TAYLOR")

Signed, sealed, published and declared by Lillian V. Taylor (also known as "Lillie V. Taylor"), the above-named testatrix as a codicil to her Last Will and Testament in the presence of us, who, at her request and in her presence and in the presence of eaoh other, have hereunto subscribed our names as attesting witnesses, this 11th day of 11th. April, 1950.

Nellie Gross (Name) — 29 Angel Terrace (Address)

Estelle Smith (Name) — 5000 West Beach Dr. NW (Address)

Ardella M. Buchanan (Name) — 1104 "O" St. N.W. (Address)

LOUIS M. STRAUSS
MORRIS TURK
Attorneys At Law
Annapolis, Maryland

CHARLES BROADUS, et al :

vs. :

ELIZABETH JONES, also known as ELIZABETH GLENN
1303 T Street, N. W.
Washington, D. C. :

PAULINE TUTT :
1506½ S Street, N. W.
Washington, D. C. :

ULYSESS BROADUS, Jr., Minor :
P.F.C. RA 13463875
Company A, 187th Airborne RCT :
APO 51, c/o Postmaster
San Francisco, California :
by his next friend,
Lillie Johnson, adult :
Route 3, Luray, Virginia
his permanent home adress :

and :

KENNETH D WOOD, ESQ. :
422 5th Street, N.W.
Washington, D. C. :

WESLEY S. WILLIAMS, ESQ. :
506 5th Street, N. W.
Washington, D. C. :

HUBERT B. PAIR, ESQ. :
1000 U Street, N. W.
Washington, D. C. :

AUSTIN L. FICKLING, ESQ. :
1000 U Street, N.W.
Washington, D. C. :

:

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,133 EQUITY

24

ORDER OF PUBLICATION

The object of this suit is for the partition sale of real estate in the First Election District, Anne Arundel County, Maryland.

The petition states that Francis M. Taylor departed this life on or about January 28, 1949 seised and possessed of 172.269 acres, more or less, of land situate in the First Election District, Anne Arundel County, Maryland, leaving a will; that the estate of said Francis M. Taylor is being administered in the Probate Court of the District Court of the United States for the District of Columbia and ancillary proceedings in the Orphan's Court for Anne Arundel County; that a stipulation and agreement was entered into and filed in said proceedings by the devisee of said property under the will and the heirs at law of said Francis M. Taylor agreeing for the sale of said property and the distribution of the proceeds and the payment of certain costs and expenses as therein set forth; that the complainants are tenants in common with the respondents of undivided interests and because of the nature of the property and the improvements thereon, it is not susceptible of partition in kind between the parties hereto, without loss or injuries to their respective interest therein; and that it will be for the best interest and advantage of all parties thereto that said real estate be sold and the proceeds be divided among them according to their respective interest and as set for forth in said stipulation; that the respondents herein are non-residents of the State of Maryland.

It is thereupon ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 4 day of October, 1954, that the Complainants, by causing a copy of this order to be inserted in a newspaper published in Anne Arundel County once a week for four successive weeks before the 10 day of January, 1955, give notice to the nonresident respondents of the object and substance of said bill of complaint and warning them to be and appear in this Honorable Court in person or by solicitor, on or before the 26 day of January, 1955, to show cause, if any they may have, why the decree should not be passed as prayed.

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

True Copy - Test:

_____

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LIBER 94 PAGE 138

CHARLES BROADUS, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, et al	:	NO. 11,133 Equity

: : : : : :

ORDER FOR APPOINTEMENT OF GUARDIAN AD LITEM

AND

ORDER TO PUBLISH NOTICE TO CREDITORS

Upon the aforegoing Bill of Complaint, it is Ordered this 5th day of October, 1954, by the Circuit Court for Anne Arundel County that C. Osborne Dorsey be, and he is hereby, appointed Guardian Ad Litem for the Respondent infant, namely, Ulysses Broadus, Jr., and he is hereby directed to appear and file his answer in behalf of said infants.

It is further Ordered this 5th day of October, 1954 by the Circuit Court for Anne Arundel County in Equity that Louis M. Strauss and Morris Turk, Solicitors for the Petitioners, give notice to all persons having claim against the Estate of Francis M. Taylor, deceased, to file their claim property authenticated with the Clerk of this Court on or before the 14th day of January, 1955, by causing a copy of this order to be published in some weekly newspaper published in Anne Arundel County, once a week for four successive weeks before the 15th day of November, 1954.

Benjamin Richardson
Judge

26

Filed 5 Oct., 1954.

LIBER 94 PAGE 139

CHARLES BROADUS, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, et al	:	No. 11,133 Equity
	:	

NOTICE TO CREDITORS OF FRANCIS M. TAYLOR, DECEASED

Pursuant to an Order of the Circuit Court for Anne Arundel County dated _____ 5th _____, 1954, notice is hereby given to all persons having claims against the estate of Francis M. Taylor, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 14 day of January, 1955, otherwise they may be by law excluded from all benefits of the said deceased's estate.

Louis M. Strauss

Morris Turk
Townsworth Building
Annapolis, Maryland
Solicitors for Complainants

Filed 6 Oct., 1954

CHARLES BROADUS ,et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, et al	:	NO. 11, 133 Equity

: : : : :

ANSWER OF KENNETH D. WOOD, ESQ., WESLEY S. WILLIAMS, ESQ., HUBERT B. PAIR, ESQ. AND AUSTIN L. FICKLING, ESQ.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

We, the undersigned Respondents, mentioned in the aforegoing Bill of Complaint and the Agreement and exhibit therein filed, do hereby admit each and every allegation set forth in the said Bill of Complaint and submit these proceedings to the jurisdiction of this Honorable Court.

Kenneth D. Wood

Kenneth D. Wood

Wesley S. Williams

Wesley S. Williams

Hubert B. Pair

Hubert B. Pair

Austin L. Fickling

Austin L. Fickling

28

Filed 13 Nov., 1954

CHARLES BROADUS, et al	:	IN THE CIRCUIT COURT
vs.	:	FOR
ELIZABETH JONES, also known as Elizabeth Glenn 1303 T Street, N. W. Washington, D. C., et al	:	ANNE ARUNDEL COUNTY No. 11,133 Equity

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The answer of C. Osborne Duvall, Guardian Ad Litem for the infant Respondent, namely, Ulysess Broadus, Jr., in the above cause respectfully represents:

That your Respondent, Ulysess Broadus, Jr., being an infant under twenty-one (21) years of age, can neither admit nor deny the allegations set forth in said Bill of Complaint, and therefore, submit his rights to the protection of this Honorable Court.

AND, as in duty bound, etc.

C. Osborne Duvall
Guardian Ad Litem of Ulysess Broadus, Jr., infant

Filed 19 Jan., 1953

LOUIS M. STRAUSS
MORRI[illegible]RK
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,133 Equity
CHARLES BROADUS, et al
Vs.
ELIZABETH JONES, also known as ELIZABETH GLENN, 1303 T Street, N. W., Washington, D. C.
PAULINE TUTT, 1506½ S Street, N. W., Washington, D. C.
ULYSESS BROADUS, Jr., Minor, P. F. C. RA 13403875, Company A, 187th Airborne RCT, APO 51, c/o Postmaster, San Francisco, California, by his next friend, Little Johnson, adult, Route 3, Luray, Virginia, his permanent home address
and
KENNETH D. WOOD, ESQ., 422 8th Street, N. W., Washington, D. C.
WESLEY S. WILLIAMS, ESQ., 506 5th Street, N. W., Washington, D. C.
HUBERT B. FAIR, ESQ., 1000 U Street, N. W., Washington, D. C.
AUSTIN L. FICKLING, ESQ., 1000 U Street, N. W., Washington, D. C.

ORDER OF PUBLICATION

The object of this suit is for the partition sale of real estate in the First Election District, Anne Arundel County, Maryland.

The petition states that Francis M. Taylor departed this life on or about January 28, 1949, seised and possessed of 172.269 acres, more or less, of land situate in the First Election District, Anne Arundel County, Maryland, leaving a will; that the estate of said Francis M. Taylor is being administered in the Probate Court of the District Court of the United States for the District of Columbia and ancillary proceedings in the Orphan's Court for Anne Arundel County; that a stipulation and agreement was entered into and filed in said proceedings by the devisee of said property under the will and the heirs at law of said Francis M. Taylor agreeing for the sale of said property and the distribution of the proceeds and the payment of certain costs and expenses as therein set forth; that the complainants are tenants in common with the respondents of undivided interests and because of the nature of the property and the improvements thereon, it is not susceptible of partition in kind between the parties hereto, without loss or injuries to their respective interest therein; and that it will be for the best interest and advantage of all parties thereto that said real estate be sold and the proceeds be divided among them according to their respective interest and as set for forth in said stipulation; that the respondents herein are non-residents of the State of Maryland.

It is thereupon ordered by the Circuit Court for Anne Arundel County, sitting in Equity, this 4th day of October, 1954, that the Complainants, by causing a copy of this order to be inserted in a newspaper published in Anne Arundel County once a week for four successive weeks before the 10th day of January, 1955, give notice to the non-resident respondents of the object and substance of said bill of complaint and warning them to be and appear in this Honorable Court in person or by solicitor, on or before the 26th day of January, 1955, to show cause, if any they may have, why the decree should not be passed as prayed.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

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OFFICE OF

Maryland Gazette

LIBER 94 PAGE 142

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 2, 1954

We hereby certify, that the annexed

Order Publication - Eq 11133

Elizabeth Jones

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 10th day of January, 1955. The first insertion being made the 7th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 20 Jan., 1955.

LIBER 94 PAGE 143

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,133 Equity
CHARLES BROADUS, et al
Vs.
ELIZABETH JONES, et al

NOTICE TO CREDITORS
OF FRANCIS M. TAYLOR, DECEASED

Pursuant to an Order of the Circuit Court for Anne Arundel County dated 5 October, 1954, notice is herbey given to all persons having claims against the estate of Francis M. Taylor, deceased, to exhibit and file the same properly authenticated with the Clrek of the Circuit Court for Anne Arundel County before the 14th day of January, 1955, otherwise they may be by law excluded from all benefits of the said deceased's estate.

LOUIS M. STRAUSS
MORRIS TURK
Townsworth Building,
Annapolis, Maryland.
Solicitors for Complainants.

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

n-4

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1954

We hereby certify, that the annexed

Notice to Creditors - Eq. 11,133

Francis M. Taylor

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of January, 1955. The first insertion being made the 14th day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

No. M. G. 3314

By Marie Yates

Filed 20 Jan., 1954.

LIBER 94 PAGE 144

CHARLES BROADUS, et al

vs.

ELIZABETH JONES, also known as ELIZABETH GLENN, et al

No. 11,133 ~~DIVORCE~~ -- EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, ELIZABETH JONES (also known as Elizabeth Glenn) and PAULINE TUTT, 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 31st day of January, 1955 by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendants.

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

Benjamin Michaelson
Judge

Filed 31 Jan., 1955.

LIBER 94 PAGE 145

CHARLES BROADUS,	:	IN THE CIRCUIT COURT
et al	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, also known as ELIZABETH GLENN, et al	:	No. 11,133 Equity
	:	

CERTIFIED COPY OF DOCKET ENTRIES OF ADMINISTRATION IN THE ESTATE OF FRANCES M. TAYLOR, DECEASED

ESTATE OF FRANCES M. TAYLOR Died Testate the 28 day of Jan. 1949.

3479 Leonard C. Collins, Anc. Admr. d.b.n.c.t.a. Globe Ind. Co. Surety $9000.

Attorney: Wm. W. Townshend, Jr.

1953

Liber	No.	Folio	Date	
R.G.P.	3	302		Bond
R.G.P.	5	13	Apr.14	Certified Copy Will filed. Petition for Ancillary letters Passed by Order of Court. Information Report filed. Notice to Creditors given.
R.G.P.	6	137	"	Copy of Stipulation filed. Certificate of Publication filed.

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, 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 Docket Entries in the estate of FRANCES M. TAYLOR late of said County, *deceased taken from* Administration Docket 244, Folio 19, one of the Dockets

Kept in the office of Register of Wills for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 9th *day of* May *in the year of our Lord, nineteen hundred and fifty-*five.

H Stanley Clark

Register of Wills for Anne Arundel County

Filed 18 May. 1955

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LIBER 94 PAGE 146

CHARLES BROADUS, et al,	:	IN
Complainants	:	THE CIRCUIT COURT
vs.	:	FOR
ELIZABETH JONES, also known as ELIZABETH GLENN, et al,	:	ANNE ARUNDEL COUNTY
Respondents	:	NO. 11,133 EQUITY

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

TESTIMONY ON BEHALF OF COMPLAINANTS

May 7, 1955

Present:

Mr. Morris Turk, Solicitor for Complainants

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Major A. Hill, pages 2,3,4,5

Arro Robinson, pages 5,6,7,8

T. Carroll Worthington, pages 8,9,10

Fred E. Voges, pages 11, 12, 13

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Filed 18 June, 1955

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

(Mr. Turk)

1. State your name and address.

A. Major A. Hill, 457 Luray Place N.W., Washington, D.C.

2. You are one of the Complainants in this case?

A. I am.

3. Mr. Hill, do you know or did you know Francis M. Taylor?

A. I did.

4. Who was he?

A. My uncle by blood, my mother's brother.

5. When did he die?

A. January 28th, 1949.

6. Do you know if he left a Will or not?

A. He did.

7. Do you know if the Will was probated?

A. Yes, in the United States District Court in Washington and the Orphan's Court here.

8. Did your uncle, Francis M. Taylor, own any real estate in Maryland when he died?

A. He did.

(PHOTOSTAT COPY OF WILL FILED HEREWITH MARKED EXAMINER' S EXHIBIT 1)

(CERTIFIED COPY OF DEED DATED 10th day of April 1941 CONVEYING PROPERTY FROM FRANK R. SAMES AND LILLIAN L. SAMES, his wife, TO FRANCIS M. TAYLOR, FILED HEREWITH MARKED EXAMINER'S EX.2)

9. Mr. Hill, we are concerned with the property that exist in Maryland, do you know to whom he left this property by his Will?

A. To one, Elizabeth Jones.

10. When the Will was probated was there any caveat filed?

A. Yes.

11. As a result of the filing of that caveat was there a

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compromise agreement?

A. Yes.

(AGREEMENT FILED HEREWITH MARKED EXAMINER'S EX.3)

12. Are you one of the parties to this compromise agreement?

A. I am.

13. Do you know all the parties to this compromise agreement?

A. I do.

14. Are they all related to Francis M. Taylor?

A. Yes.

15. Were any of the parties infants?

A. At that time, two.

16. How many are infants now?

A. One, Ulysses Broadus, Jr..

17. When your uncle, Francis M. Taylor, died, did he leave a widow?

A. He did.

18. What was her name?

A. Lillian V. Taylor.

19. Is she still living?

A. No, she's dead.

20. When she died did she leave a Will?

A. She did.

21. Do you know who is the devisee and executrix of her Will?

A. Mrs. Rosalie Caliver.

(WILL OF LILLIAN V. TAYLOR (PHOTOSTAT COPY) FILED HEREWITH MARKED EXAMINER'S EX.4)

22. Mr. Hill, do you know the following people: Charles Broadus, Sheridan Broadus, Louise Thomas, Sylvia Hall, Sadie Taylor, now known as Sadie T. Lucas, Maybee Taylor, now known as Maybee T. Thompson, Edna Worrell, Fred Taylor, Lottie T. Johnson, Fred Hall, Arie Robinson, Lena Banks, Laura Wilson, Harry Broadus, Edna Broadus, Beatrice Mayo, Mildred T. Brown,

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Virginia Harris, Ella Maxwell, Rosalie Caliver, Elizabeth Jones, also known as Elizabeth Glenn, Pauline Tutt, Ulysess Broadus, Jr.? [illegible]

A. I know all of the parties named.

23. Are they all related to the deceased, Francis M. Taylor?

A. They are all blood relatives, nephews and neices.

24. Are all these people parties to the Stipulation Agreement?

A. They were.

25. Are you familiar with the property left by your uncle, Francis M. Taylor?

A. I am.

26. Where is it located?

A. Anne Arundel County.

27. Near where?

A. Near the Patuxent River Bridge.

28. Is it located on a highway known as Central Avenue?

A. It is.

29. Does it front on the highway?

A. It does.

30. On which side?

A. Both sides.

31. About how many acres is this property?

A. Approximately 172 acres.

32. Would you have any idea as to the condition of this property at the present time?

A. Yes, approximately 75 or 80 acres is marsh land and the rest is wooded.

33. Is this property susceptible of division in kind without injury or loss to any of the parties?

A. No, that wouldn't be possible.

34. Do you think the property should be sold and the money divided among the heirs?

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A

A. That is the only way it could be equally divided.

35. Do you think that would be to the best interest to the infant involved?

A. It would, because it is partially marsh and wooded and it would be impossible to divide it up and give each party an equal share.

36. Do you know if all the parties to this agreement that is filed in this case, other than Mrs. Jones, constitute all the heirs at law of Francis M. Taylor?

A. That is right.

37. He had no other heirs living at the time of his death?

A. No.

(Mr. Klawans)

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

Major A. Hill
Major A. Hill

Arro Robinson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1. State your name and address.

A. Arro Robinson, 1425 Shepherd Street N.W., Washington, D.C.

2. Mrs. Robinson, did you know Francis M. Taylor?

A. Yes, I did.

3. Who was he?

A. My uncle.

4. Was he a blood relation?

A. Yes, he was my mother's brother.

5. Is he still living?

A. No.

6. When did he die?

A. January 28, 1949.

7. Did he die with or without a Will?

A. With a Will.

8. Do you know if that Will has been probated?

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A. Yes, in the U. S. District Court in Washington, D.C. and the Orphan's Court in Anne Arundel County.

9. At the time of his death do you know whether your uncle had any property in Maryland?

A. Yes, he did.

10. Where?

A. I don't know the address, but its in Anne Arundel County.

11. Near where?

A. I don't know too much about it.

12. Is it on the road known as Central Avenue, that runs between Washington and Annapolis?

A. Yes.

13. Is that the property near the Patuxent River Bridge?

A. Yes.

14. How many acres is there?

A. I believe around 172.

15. Do you know to whom this property was left under your uncle's Will?

A. Yes, Elizabeth Jones.

16. In connection with the probate of this Will, was there any caveat proceeding brought?

A. Yes.

17. As a result of the caveat proceeding was any agreement or stipulation entered into?

A. Yes.

18. Is that the agreement that has been filed in evidence as Examiner's Exhibit No.3, is this a copy of the original agreement?

A. Yes.

19. Are you one of the parties to this stipulation agreement?

A. Yes.

20. Do you know the other parties in this case?

A. Yes, I do.

21. Do you know all the parties that signed this agreement?

A. Yes.

22. Do you know if all the parties, other than Elizabeth Jones,

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are relatives of Francis M. Taylor?

A. Yes, and he had no other heirs living at the time of his death.

23. Do you know, if, when your uncle died, there was any infants involved in this case?

A. Yes, Pauline Tutt and Ulysses Broadus, Jr.

24. They were the only infants at the time of your uncle's death?

A. Yes.

25. Since that time has any of them reached majority?

A. Yes, Pauline Tutt, but Ulysses Broadus, Jr. is still an infant/

26. When did Pauline Tutt reach majority? Did Pauline Tutt reach the age of 21 on or before October 4, 1954?

A. Yes.

27. At the time of your uncle's death did he leave a widow?

A. Yes.

28. What was her name?

A. Lillian V. Taylor.

29. Is she still living?

A. No.

30. Do you know if Lillian V. Taylor died leaving a Will?

A. Yes, she did.

31. Do you know under her Will who was her executrix?

A. Rosalie Caliver.

32. And she had not remarried at the time of her death?

A. No.

33. Are you familiar with the Maryland property?

A. Slightly.

34. Have you ever seen the property?

A. Yes, on two occasions.

35. Could you describe it?

A. A highway goes between the property and on each side of the road it is mostly wooded land, small timber.

36. In your opinion, is this property susceptible of partition

in kind without injury or loss to any of the parties in this case?

A. No.

37. What do you think should be done with it?

A. Sold and the money divided.

38. Would it be to the best interest and advantage to the infant involved?

A. Yes.

39. Why do you say it should be sold?

A. Because it couldn't be equally divided because of the condition of the property.

(Mr. Klawans)

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

Arro Robinson

Arro Robinson

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

(Mr. Turk)

1. State your name, address and occupation.

A. T. Carroll Worthington, Townsworth Building, realtor.

2. How long have you been in the real estate business in Anne Arundel County?

A. Since 1923.

3. As a real estate man have you had occasion to buy and sell real estate in Anne Arundel County either as agent or broker?

A. I have.

4. Have you ever had occasion to appraise real estate in Anne Arundel County?

A. I have.

5. Have you examined the property in these proceedings?

A. I have.

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6. Where is this property located?

A. It is located on Route 214, near the Patuxent River Bridge in Anne Arundel County, First Election District.

7. Near what sub-division of Anne Arundel County?

A. Davidsonville would be closer.

8. Have you ever had occasion to appraise, sell or buy property in and around Davidsonville?

A. I have.

9. Are you familiar with market values of property located near the property in these proceedings?

A. I am.

10. Would you describe the property?

A. The property contains 172 acres, it has 1050 feet on Central Avenue, which is a 60 foot road. There is 7 acres on the south side of the road and 165 acres on the north side, the two tracts together have a frontage of 1050 feet.

11. Would you describe the property more fully as to topography appearance?

A. There's about 10 acres with frontage on the highway, 7 acres in the rear of that frontage and 75 acres of marsh, and 80 acres of flat land that had been cut over and now has small trees and undergrowth.

12. Are there any improvements on the property?

A. No, it's unimproved.

13. How much of this property would you consider workable property and the rest not workable?

A. About 80 acres could be cleaned up and worked, but I think the cost of clearing it would not be worthwhile to clear it.

14. What, in your opinion, is the fair market value of this property?

A. $10,000.00.

15. Would you explain how you arrived at that figure?

A. 10 acres at $400.00, which is road frontage; 7 acres in

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the rear of the 10 acres @$200.00 an acre; 75 acres of marsh land at $10.00 an acre; and 80 acres of flat cut over land at $50.00 an acre. That accounted to $10,150.00 and we used an even figure and that's why our appraisal was $10,000.00.

16. Is this property susceptible of division in kind without injury and loss to the parties in this case?

A. It is not.

17. Why?

A. Well, with the number of people to have to divide it among it would be impossible to cut the land up and give each one their right division.

18. Is it for the benefit and advantage to all parties of this cause and of the infant involved that the property be sold and the money divided?

A. It would be for their best interest.

19. And would that be for the best interest of the infant?

A. It would.

20. Why?

A. Because it could not be divided up and the only way they could ever come to an agreement would be to sell it and divide the money.

21. Why do you say it could not be divided?

A. Just the lay of the land would keep it from being divided because you would run into some marsh, some flat land, some road frontage and with so many people involved in the case you would never be able to say who would get what.

(Mr. Klawans)

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

T. Carroll Worthington

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

(Mr. Turk)

1. State your name, address and occupation.

A. Fred E. Voges, 3 Church Circle, Annapolis, Md., realtor and appraiser.

2. How long have you been in the real estate business in Anne Arundel County?

A. 22½ years.

3. Have you, in the course of your business, bought and sold real estate either as a broker and agent in Anne Arundel County?

A. I have.

4. Are you familiar with market values of real estate in Anne Arundel County?

A. I am.

5. Have you examined the property in these proceedings?

A. I have.

6. Where is it located?

A. Route 214 on Central Avenue, just off the edge of the Patuxent River Bridge.

7. That's in Anne Arundel County?

A. Yes, just before you cross the bridge.

8. Near what sub-division of Anne Arundel County is it located?

A. Davidsonville would be the closer.

9. Are you familiar with market values and property in the same locality as the property in these proceedings?

A. I am.

10. Would you describe this property?

A. The property consist of 172 acres of unimproved land. There is a total road frontage on both sides of the road of 1050 feet, one small tract on the south side of the road with approximately 7 acres, and there are approximately 165 acres on the north side of the road.

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11. What is the condition of this land, by that I mean the topography.

A. The topography of the land is quite rugged, it slopes off toward the shore of the Patuxent River and I would estimate, roughly, 75 acres of it is marsh land, and the rest of it is sort of running back land undergrown with scrub and at one time timbered in the last 25 years.

12. What is the fair market value of this property, in your opinion?

A. In my opinion, the fair market value of the property is $10,000.00 at this time.

13. Tell us how you arrived at that figure?

A. I figured 5 acres on each side of the road as being valuable for sub-division into lots and this was appraised at $400.00 an acre. And to the rear of the 5 acres south of the road are an additional 2 acres, and to the rear of the 5 acres on the north of the road are an additional 5 acres making a total of 7 acres which are appraised at $200.00 an acre. The 75 acres of marsh land has been appraised at $10.00 an acre, and the back, undergrowth land at $50.00 an acre.

14. In your opinion, is this property susceptible of division in kind without loss and injury to the parties of this case?

A. It is not.

15. Do you think it would be to the best interest and advantage of the parties involved, especially the infant, to sell the property and divide the proceeds?

A. I would say very definitely it should be sold and the proceeds divided among the heirs at law.

16. Why?

A. Due to the shape of the property and the contour it would be impossible to divide it up into equal portions so that each party concerned would get a fair share.

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17. Do you think the sale of this property would work a hardship on the infant?

A. No, I do not think so.

18. Why?

A. I think it would work no hardship on the infant because it could not be divided up so that the infant could get his or her just share.

(Mr. Klawans)

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

Fred E. Voges

Fred E. Voges

There being no further witnesses to be examined on behalf of the 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 20th day of June, 1955.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $13.00 Pd. 6/1/55

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CHARLES BROADUS, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, also known as ELIZABETH GLENN, et al	:	NO. 11,133 Equity
	:	

DECREE FOR THE SALE OF REAL ESTATE

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

IT IS THEREUPON, this 1st day of July, 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 Louis M. Strauss and Morris Turk, be and they are hereby appointed Trustees to make said sale and that the cause 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 $15,000.00, conditioned upon the faithful performance of the trust reposed in them by this decree or to be reposed in them by any future decree or order in the premises. They shall then proceed to make the said sale, having given at least three weeks notice by advertisement, inserted in such daily newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of 10% to be paid in cash on the day of sale, deferred payments to bear interest at 6% per annum from the day of sale; or, at private sale, after it has been first offered at public sale, at a sum not less than its highest appraised value, and as soon as may be convenient, after any such sale or sales, 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 such sale by the Court and on the payment of the whole purchase money, and not before, the said Trustees shall, by a good and sufficient deed to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers of said property, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, complainants and respondents, and those claiming by, from or

Filed 1 July, 1955.

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under them or any of them, And the said Trustees shall bring into this Court the money arising from said sale to be distributed under the direction of this Court, after deducting the costs of this suit and such commission to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Michaelson
Judge

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GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,133 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss and Morris Turk, 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 Fifteen Thousand Dollars ($15,000.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind 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 12th day of July, 1955.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Charles Broadus, et al, vs. Elizabeth Jones, et al", No. 11,133 Equity, dated July 1st, 1955, Louis M. Strauss and Morris Turk were appointed Trustees to make sale of the property described in said proceedings, and the said Louis M. Strauss and Morris Turk are about to execute 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 Louis M. Strauss and Morris Turk 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 this obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Margaret B. Hendrix, as to all

Louis M. Strauss (SEAL)

Morris Turk (SEAL)

PRINCIPALS

GLOBE INDEMNITY COMPANY, a body corporate

By John H. Hopkins, IV, Attorney-in-Fact

Approved this 12 July, 1955. SURETY

George J. Cromwell, Clerk.

Filed 12 July, 1955.

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,133 Equity

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss and Morris Turk, 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, Four Hundred Dollars ($5,400.00) current money, to be paid to the said State or its certain attorneys, to which payment well and truly to be made and done we bind 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 5th day of August, 1955.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Charles Broadus, et al, vs. Elizabeth Jones, et al", No. 11, 133 Equity, dated July 1st, 1955, Louis M. Strauss and Morris Turk were appointed Trustees to make sale of the property described in said proceedings, and the said Louis M. Strauss and Morris Turk have executed said power and made sale of the property described in said proceedings.

AND WHEREAS, the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Louis M. Strauss and Morris Turk 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 this obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Virginia S. Hubbard
Virginia S. Hubbard, as to all

Louis M. Strauss (SEAL)

Morris Turk (SEAL)

Principals

GLOBE INDEMNITY COMPANY, a body corporate

BY John H. Hopkins, IV, Attorney-in-Fact

SURETY

Approved this 5 Aug., 1955
George J. Crombell, Clerk

Filed 5 Aug., 1955

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

LOUIS M. STRAUSS
MORRIS TURK
Solicitors
Towns-Worth Building
Annapolis, Maryland

TRUSTEES' SALE

OF

Valuable Acreage

LOCATED IN THE FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND.

By virtue of a decree of the Circuit Court for Anne Arundel County, Maryland, in Equity, passed in proceedings designated as Equity No. 11,133, the undersigned Trustees, will sell at public auction, at the Court House Door, Church Circle, Annapolis, Maryland on

Tuesday, August 2, 1955

AT 11:00 O'CLOCK A.M.

All that tract of ground situated on the north and south side of the road leading from Davidsonville to Washington, known as Central Avenue, (Maryland Route No. 214), First Election District, Anne Arundel County, Maryland, near the Patuxent River Bridge containing 172.269 acres, more or less; seven acres, more or less, being on the south side of said Central Avenue with a frontage of 1075.50 feet more or less, thereon and the remainder of the property being on the north side of said Central Avenue with a frontage of 1098.93 feet, more or less, thereon. This property is suitable for development and/or farming. A plat thereof may be seen at the offices of the hereinafter named Trustees.

BEING the same property contained in a deed dated April 10, 1941 from Frank R. Sames to Francis M. Taylor and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 235, folio 116; saving and excepting all that parcel of land conveyed by Francis M. Taylor, et al, to William E. Byrd and Annie Byrd, his wife, by deed dated November 15, 1943 and recorded among the aforesaid Land Records in Liber J.H.H. No. 294, folio 383.

TERMS OF SALE: A deposit of 10% will be required on the day of sale, deferred payments to bear interest at the rate of six (6) per cent per annum from day of sale to date of settlement. Taxes and other public charges, if any, to be adjusted to date of sale.

LOUIS M. STRAUSS
MORRIS TURK
Trustees

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Filed 5 Aug, 1955

LIBER 94 PAGE 165

CHARLES BROADUS, et al : IN THE CIRCUIT COURT

vs. : FOR

JONES
ELIZABETH, also known as : ANNE ARUNDEL COUNTY
ELIZABETH GLENN, et al

: NO. 11,133 Equity

I HEREBY CERTIFY that I have this ____ day of August, 1955, sold the within described property to Patuxent Heights Inc. C. Hagen Childs Agt. at and for the sum of Twenty Thousand, Four Hundred ____ Dollars, ($20,400.00), being at that figure the highest bidder therefor; and I do hereby further certify that said sale was fairly made.

George W. Scible Auctioneer

I HEREBY CERTIFY that (I) (~~We~~) have this 2ND day of August, 1955, purchased the within described property from Louis M. Strauss and Morris Turk, Trustees, at and for the price of TWENTY THOUSAND FOUR HUNDRED Dollars ($20,400.00) and (I) (~~We~~) hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Witness:

Morris Turk by Patuxent Heights, Inc
Eugene M. Childs Attorney (SEAL)

_____ (SEAL)

54 Filed 5 Aug., 1955.

CHARLES BROADUS, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, also known as Elizabeth Glenn, et al	:	No. 11, 133 Equity
	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Louis M. Strauss and Morris Turk, Trustees, under a decree passed in these proceedings, dated the 1st 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 other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette, a newpaper published in Anne Arundel County, Maryland, for at least three weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 2nd day of August, 1955 at 11:00 o'clock A.M. then and there proceed to sell and did sell, said property mentioned in these proceedings at public sale to the highest bidder, said property being described as follows:

All that tract of ground situated on the north and south side of the road leading from Davidsonville to Washington, known as Central Avenue, (Maryland Route No. 214), First Election District, Anne Arundel County, Maryland, near the Patuxent River Bridge containing 172.269 acres, more or less; and being the same property contained in a deed dated April 10, 1941 from Frank R. Sames to Frances M. Taylor and recorded among the Land Records of Arne Arundel County in Liber J.H.H. No. 235, folio 116; saving and excepting all that parcel of land conveyed by Francis M. Taylor, et al, to William E. Byrd and wife, by deed dated November 15, 1943 and recorded among the aforesaid Land Records in Liber J.H.H. No. 294, folio 383.

And your Trustees sold the above described property to Patuxent Heights, Inc. for the sum of Twenty Thousand Four Hundred Dollars ($20,400.00), they being the highest bidder therefor.

Respectfully submitted,

Louis M. Strauss

Morris Turk

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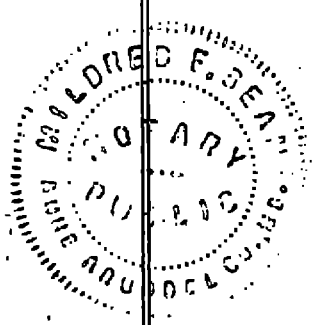
Filed 5 Aug., 1955.

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 Louis M. Strauss and Morris Turk, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.



Mildred F. Bean
Notary Public

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LIBER 94 PAGE 168

ORDER NISI

Charles Broadus,
et al

versus

Elizabeth Jones, also known as
Elizabeth Glenn,
et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,133 Equity

Ordered, this 5 day of August, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Louis M. Strauss and Morris Turk, 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 $ 20,400.00.

George J. Cromwell, Clerk.

True Copy.

TEST: Clerk.

Filed 5 Aug., 1955.

(Final Order)

Charles Broadus,
et al

versus

Elizabeth Jones, also known as
Elizabeth Glenn,
et al

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

57

Filed 14 Sept., 1955.

LIBER 94 PAGE 169

CHARLES BROADUS, et al	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, also known as ELIZABETH GLENN, et al	:	No. 11, 133 Equity
	:	

CERTIFICATE OF PUBLICATION OF ORDER NISI & REPORT OF SALE

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 2, 1955

We hereby certify, that the annexed

Order Nisi - Sale - No. 11,133

Elizabeth Jones

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 September, 1955 The first insertion being made the 11th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,133 Equity
CHARLES BROADUS, et al
Vs.
ELIZABETH JONES, also known as ELIZABETH GLENN, et al.

Ordered, this 5th day of August, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Louis M. Strauss and Morris Turk, 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 that the amount of sale was $20,400.00.

GEORGE T. CROMWELL, Clerk.

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

s-1

9/25

Filed 6 Sept, 1955

LIBER 94 PAGE 170

CHARLES BROADUS, et al	:	NO. 11,133 EQUITY
Plaintiffs	:	IN THE CIRCUIT COURT
vs.	:	FOR
ELIZABETH JONES, also known as ELIZABETH GLENN, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	

PETITION TO SUBSTITUTE PURCHASERS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Patuxent Heights, Inc., a Maryland corporation, by Childs and Bald, its attorneys, respectfully represents unto your Honors:

1. That on the 2nd day of August, 1955, an equity sale in the above captioned case of 172.269 acres, more or less, in the First Election District of Anne Arundel County, Maryland, was made to your Petitioner, Patuxent Heights, Inc.

2. That it now appears more desirable and to the best interest of the parties involved that said sale be made to Oliver Steinberg and C. Carroll Lee, individually, and sale deposit credited to them.

WHEREFORE, your Petitioner prays this Honorable Court pass an ORDER authorizing the substitution of Oliver Steinberg and C. Carroll Lee as purchasers in place of Patuxent Heights, Inc.

Respectfully submitted.

PATUXENT HEIGHTS, INC.

ATTEST:

By Oliver S. Steinberg
President

Elizabeth T. Lee
Secretary

CHILDS AND BALD

LeRoy Bald
Solicitors for Petitioner

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

TRUSTEES APPROVE PETITION

Louis M. Strauss
Louis M. Strauss

Morris Turk
Morris Turk

TRUSTEES

59

Filed 7 Sept., 1955

LIBER 94 PAGE 171

ORDER

Upon the aforegoing Petition, it is, this 9th day of September, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED that Oliver Steinberg and C. Carroll Lee, individually, are hereby substituted as purchasers in the equity sale made in these proceedings in place of Patuxent Heights, Inc.

Benjamin Michaelson JUDGE

60

Filed 9 Sept., 1955.

LIBER 94 PAGE 172

CHARLES BROADUS, et al Plaintiffs	:	NO. 11, 133 EQUITY
vs.	:	
ELIZABETH JONES also known as ELIZABETH GLENN, et al Defendants	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

AGREEMENT OF SUBSTITUTED PURCHASERS

We, the undersigned, hereby agree to our substitution as purchasers of the property sold in these proceedings, and to abide by the terms of sale thereof.

Oliver Steinberg

C. Carroll Lee

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

61

Filed 8 Sept., 1955.

LIBER 94 PAGE 173

CHARLES BROADUS, et al	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, et al	:	NO. 11,133 EQUITY

:::::

TESTIMONY ON BEHALF OF PETITIONERS

November 5, 1955

Present:

Mr. Morris Turk, Solicitor for Petitioners

Mr. John G Rouse, Jr., Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Major A. Hill, pages 2,3,4.

Arro Robinson, pages 4,5,6.

Filed: 21 Nov. 1955

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

(Mr. Turk)

1. Would you state your name and address?

A. Major A. Hill, 457 Luray Place, N.W., Washington, D.C.

2. You are the same Major Hill that gave testimony once before in this case?

A. I am.

3. Mr. Hill, do you understand for what purpose this testimony is taken?

A. I do.

4. This is for the entire check of family history and relationship of parties in the case, as well as other heirs?

A. That's right.

5. Francis M. Taylor died, when?

A. He died in 1949.

6. He left a wife, did he?

A. He left a wife, Lillie Taylor, who is since deceased.

7. Did he leave any children?

A. No, no children.

8. Did he leave any father or mother?

A. No, no father or mother.

9. Did he leave any grandchildren?

A. No.

10. Did he leave a grandfather or grandmother?

A. No grandfather or grandmother.

11. Did he leave any brothers or sisters?

A. Yes.

12. We'll take them one at a time. Who was the first one left surviving him?

A. Ella Maxwell, sister.

13. Is she living?

A. She is.

14. Who was the next one?

A. Charles Taylor, brother, died 1946, left no heirs.

The next was Hopie Broadus, sister, deceased, 1909, and left the following heirs:

Sheridan Broadus, son

Harry Broadus, son

John Broadus, son

Edna Broadus, daughter

Charles Broadus, son

Lena Banks, daughter deceased, 1951, no heirs

Laura Wilson, daughter deceased, 1950, she left two heirs:

George Wilson, Jr., son

Laura Shields, daughter

Ulysses Broadus, Sr., son deceased, 1946, he left two heirs

Ulysses Broadus, Jr., son

Eleanor Broadus, wife.

The next brother was James Taylor, deceased, 1949, he left the following heirs:

Annie Taylor, his wife, deceased, 1952

Beatrice Mayo, daughter

Mildred T. Brown, daughter

The next brother was Marshall Taylor, deceased, 1927, left the following heirs:

Mary Taylor, his wife, deceased, 1951

Sadie Taylor, daughter, also known as Sadie Lucas

Maybee Taylor, daughter, also known as Maybee Thompson

Louise Thomas, daughter

Fred Taylor, deceased, 1953, no heirs

The next one was Hannah Hall, sister, deceased, 1944, and she left the following children:

Lottie T. Johnson

Sylvia Hall

Arro Robinson

Fred Hall

Edna Worrell

Mildred Tutt, deceased, 1944, she left surviving her a daughter, Pauline Tutt.

The next heir of Francis M. Taylor is Elizabeth Hill, sister, deceased, 1946, and she left surviving her:

Major A. Hill, son

Virginia Harris, daughter.

15. Now, Mr. Hill, are there any other persons that you know would be next of kin or heir at law of Francis M. Taylor?

A. There isn't.

16. Did any of the persons that you named before, that have died, leave any Last Will and Testament?

A. Not to my knowledge.

(Mr. Rouse)

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

Major A. Hill

Major A. Hill

Arro Robinson, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Turk)

1. State your name and address.

A. Arro Robinson, 1425 Shepherd Street, N.W., Washington, D.C.

2. Mrs. Robinson, you understand the purpose of this testimony?

A. Yes, I do.

3. And you are the same Arro Robinson that gave testimony before

65

in this case?

A. Yes, I am.

4. Did you know Francis M. Taylor?

A. Yes.

5. Was he related to you?

A. Yes, he was my uncle.

6. When did he die?

A. He died January 28th, 1949.

7. You understand, Mrs. Robinson, that we are concerned with the heirs at law and next of kin of Francis M. Taylor that would be entitled to any disposition of his estate?

A. Yes.

8. I notice you have two sheets of yellow paper that have the heirs and next of kin listed of Francis M. Taylor?

A. Yes, I do.

9. Have you read this list?

A. Yes, I have.

10. What is listed on those sheets of paper?

A. All the heirs of Francis M. Taylor.

11. There are no other heirs of Francis M. Taylor except those listed on those two sheets of yellow paper, is that right?

A. That's right.

(LIST OF HEIRS AND NEXT OF KIN OF FRANCIS M. TAYLOR FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

12. Mrs. Robinson, you have heard Major Hill give testimony this morning as to the heirs of law of Francis M. Taylor?

A. Yes, I have.

13. You have heard him list the heirs of law also of Francis M. Taylor?

A. Yes.

14. Are those all the heirs of law of Francis M. Taylor that

16

he listed?

A. They are.

15. Do you know of any other persons that would be heirs of law or next of kin of Francis M. Taylor?

A. No, I do not.

(Mr. Rouse)

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

Arro Robinson

Arro Robinson

LGF.R 94 PAGE 179

There being no further witnesses to be examined on behalf of the Plaintiff at this time, and no further testimony desired in their 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 21st day of November, 1955.

John G. Rouse, Jr., Examiner (SEAL)
John G. Rouse, Jr., Examiner

J.R. $10.00

I.H. $7.00 Pd 11/21/55

LS

Bro - Sister of Drama [illegible]

(1) Ella Maxwell (Sister)
living

(2) Chas. Taylor died 19[illegible] (brother)
no heirs

(3) Hopie Broadus, deceased 1900 (Sister)
Sheridan Broadus
Harry Broadus
John Broadus
Edna Broadus
Charles Broadus
Lena Banks deceased 1950 - no heirs
Laura Wilson " 1950 -
George Wilson jr son
Laura Phillips [illegible]
Ulysses Broadus Jr. [illegible]
Ulysses Broadus Jr.
Eleanor Broadus [illegible]

(4) James Taylor, deceased [illegible]
Annie Taylor wf died 19[illegible]
Beatrice Mayo daughter
Mildred T Brown daughter

(5) Marshall Taylor deceased 1927
Mary Taylor wf died 19[illegible]
Sadie Taylor f/a Lucas
Maybee Taylor f/a Thompson
Louise Thomas
Fred Taylor, deceased 1953 no heirs

69

(6) Hannah Hall, deceased, 19[illegible] [illegible]
no heirs.
Lottie T Johnson
Sylvia Hall
Annie Robinson
Jacob Hall
Edna Worrell
Mildred Tutt, deceased 19[illegible]
Pauline Tutt

(7) Elizabeth Hall sister deceased [illegible]
Major Hall
Virginia Harris

7[illegible]

LIBER 94 PAGE 182

In the Case of

Charles Broadus,
Sheridan Broadus,
Louise Thomas, et al, etc
VS.
Elizabeth Jones, also known as
Elizabeth Glenn,
Pauline Tutt, et al, etc.

In the

Circuit Court

For

Anne Arundel County

No. 11,133 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 30, 1955

All of which is respectfully submitted.

Laura K. Eckhardt
Auditor.

Auditor.

Dr. Charles Broadus, Sheridan Broadus, Louise Thomas, et al, etc. vs. Elizabeth Jones, also known as Elizabeth Glenn, Pauline Tutt, et al

To Trustees for Commissions, viz:	646 53		646	53
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10 00			
Clerk of Court - Courtcosts	110 25			
Clerk of Court - additional Court costs	8 75			
C. Osborne Duvall - guardian ad litem's fee	4 00			
Emanual Klawans - Examiner's fee	10 00			
Irene Hazel - stenographer's fee	13 00			
John G. Rouse, Jr. - Examiner's fee	10 00			
Irene Hazel - additional testimony	7 00			
Auditor - stating this account	131 50			
			304	50
To Trustees for Expenses, viz:				
Capital-Gazette Press - order of publication	53 76			
Capital-Gazette Press - notice to creditors	8 00			
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 45			
Globe Indemnity Co. - bond premium	81 60			
Fred E. Voges - appraisal and testimony	75 00			
T. Carroll Worthington - appraisal and testimony	75 00			
George W. Scible - auctioneer's fee	250 00			
Clerk of Court - certified copy deed	1 75			
Morris Turk - fee for legal services rendered (Order 9/26/55)	750 00			
One-half Federal documentary stamps	11 28			
One-half State documentary stamps	11 27			
Mildred F. Bean - notary fees	2 00			
			1,378	11
To Trustees for Taxes, viz:				
1953 State and County taxes	68 69			
1954 State and County taxes	64 66			
1955 State and County taxes ($62.39- adjusted to 8/2/66)	45 52		178	87
To Trustees for Administration Expense, viz:				
Capital-Gazette Press - notice to creditors	8 00			
Globe Indemnity Co. - premium on bond of Leonard C. Collins, D.B.N.-C.T.A. for 1953, 1954 and 1955	123 09			
Register of Wills (Anne Arundel County) Court costs	19 10		150	19
To Trustees for Claims Filed against the Estate of Francis M. Taylor -(see Schedule A hereto attached)	11,893 66		11,893	66
BALANCE FOR DISTRIBUTION - $5,999.04				
Distributed in accordance with the provisions of the "Stipulation" filed in these proceedings as Complainants' Exhibit No. 3- (See Schedule B hereto attached)	5,999 04		5,999	04
			20,550	90

S C H E D U L E A

CLAIMS FILED AGAINST ESTATE OF FRANCIS M. TAYLOR AND ALLOWED BY ORDERS OF COURT DATED 9/28/55

		$	$
(1)	Wesley S. Williams - services as Guardian ad Litem (Order of U.S. District Court for District of Columbia dated 3/9/50)		300.00
(2)	John D. Fauntleroy - legal services rendered Charles S. Brown, former Collector of Estate of Francis M. Taylor (Order of U. S. District Court for District of Columbia dated 9/19/52)		112.50
(3)	James J. Madden - open account - furnishing heater, plumbing and incidental fixtures		87.97
(4)	Garfield Memorial Hospital - services to deceased		586.90
(5)	C. & P. Telephone Co. - service		15.58
(6)	Drs. Groover, Christie & Merritt - services to deceased		7.50
(7)	Griffith-Consumers Co. - open account		554.20
(8)	K & W Plumbing & Heating Co. - plumbing and heating repairs		130.60
(9)	W. Ernest Jarvis Co., Inc. - funeral expenses for deceased		750.00
(10)	Allen W. Miller - judgment entered by U. S. District Court for the District of Columbia on 12/11/52 against Ellzabeth Jones, Admx. d.b.n. c.t.a. of the Estate of Francis M. Taylor		5,000.00
(11)	Register of Wills and Clerk of Probate Court, U. S. District Court for the District of Columbia - Court costs		43.41
(12)	Travelers Insurance Co. - 1953, 1954 and 1955 premiums on bond of L. C. Collins, Admr. d.b.n. c.t.a of Francis M. Taylor		30.00
(13)	Leonard C. Collins - fee for legal services to Estate as attorney and Admr. d.b.n. c.t.a.		750.00
(14)	Louis Joseph Deeds - labor furnished under contract with deceased for repairs to premises #1522-24 Ninth Street, #937 Rhode Island Ave., and #1303 T Street, N. W., Washington, D. C.	3,525.00	
	Assigned by said Louis Joseph Deeds as follows:		

Forwarded	$ 3,525.00	$ 8,368.66
(A). To Russell F. Barrett - money loaned and legal services rendered (Order 10/7/55)	1,425.00	1,425.00
	2,100.00	
(B) To Isaac B. Jones - collateral security on bond (Order 10/17/55)	2,000.00	2,000.00
BALANCE TO LOUIS JOSEPH DEEDS	100.00	100.00
TOTAL CLAIMS		$ 11,893.66

S C H E D U L E B

DISTRIBUTION

BALANCE FOR DISTRIBUTION		$ 5,999.04	$
Distributed as follows in accordance with the terms of the Stipulation filed herein as Complainants' Exhibit No. 3, viz:			
To Lillian V. Taylor, Widow - three-eighths	$2,249.64		
Less direct inheritance tax	22.50		2,227.14
To Elizabeth Jones (or Glenn)- three-eighths	$2,249.64		
Less collateral inheritance tax	168.72		2,080.92
To Heirs at Law of Francis M. Taylor - two-eighths, viz:			
(1) To Ella Maxwell, sister - one-twenty-fourth	$ 249.96		
Less collateral inheritance tax	18.75		231.21
(2) To heirs at law of Hopie Broadus, sister (who died in 1909) - one-twenty-fourth, viz:			
1. Sheridan Broadus, son - one-one hundred sixty-eighth			35.71
2. Harry Broadus, son - 1/168			35.71
3. John Broadus, son - 1/168			35.71
4. Edna Broadus, daughter - 1/168			35.71
5. Charles Broadus, son - 1/168			35.71
6. Children of Laura Wilson, daughter, (who died in 1950), viz:			
a. George Wilson, Jr., son - 1/336			17.85
b. Laura Shields, daughter - 1/336			17.85
7. Ulysses Broadus, Jr., only child of Ulysses Broadus, son - (who died in 1946) - 1/168			35.71
(3) To children of James Taylor, brother (who died in 1949), viz:			
a. Beatrice Mayo, daughter - 1/48			124.98
b. Mildred T. Brown, daughter- 1/48			124.98
(4) To children of Marshall Taylor, brother (who died in 1927), viz:			
a. Sadie Taylor (or Lucas), daughter - 1/72			83.32
b. Maybee Taylor (or Thompson), daughter - 1/72			83.32
c. Louise Thomas, daughter - 1/72			83.32
Forwarded		$ 5,999.04	$ 5,289.15

Forwarded	$5,999.04	$ 5,289.15
(5) To heirs at law of Hannah Hall, sister (who died in 1953), viz:		
a. Lottie T. Johnson, daughter - 1/144		41.66
b. Sylvia Hall, daughter - 1/144		41.66
c. Arro Robinson, daughter - 1/144		41.66
d. Fred Hall, son - 1/144		41.66
e. Edna Worrell, daughter - 1/144		41.66
f. Pauline Tutt, granddaughter (daughter of Mildred Tutt, who died in 1944) - 1/144		41.66
(6) To children of Elizabeth Hill, sister (who died in 1946), viz:		
a. Major A. Hill, son - 1/48		124.98
b. Virginia Harris, daughter - 1/48		124.98
To H. S. Clarke, Register of Wills - total direct and collateral inheritance taxes		209.97
	$5,999.04	$ 5,999.04

LIBER 94 PAGE 188

with Louis M. Strauss and Morris Turk, Trustees Cr.

1955						
Aug.	2	Proceeds of Sale	20,400	00		
		Interest on $18,360.00 to 9/21/55	150	90	20,550	90
					20,550	90

ORDER NISI LIBER 94 PAGE 189

Charles Broadus, Sheridan Braodus,
Louise Thomas, et al, etc

VERSUS

Elizabeth Jones, also known as
Elizabeth Glenn,
Pauline Tutt, et al etc.

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,133 Equity.

ORDERED, This 1st 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 9th day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

Filed 1 Dec 1955 George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 11th 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

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

Filed 11 Jan., 1956

LIBER 94 PAGE 190

CHARLES BROADUS, et al	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ELIZABETH JONES, ET AL	:	NO. 11, 133 Equity
	:	

CERTIFICATE OF PUBLICATION OF ORDER NISI ON AUDITORS' ACCOUNT

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,133 EQUITY
CHARLES BROADUS,
SHERIDAN BROADUS,
LOUISE THOMAS, et al, etc.,
versus
ELIZABETH JONES, also known as
ELIZABETH GLENN,
PAULINE TUTT, et al, etc.

Ordered, this 1st 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 9th day of January next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 9th day of January next.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
d.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., January 9, 1956

We hereby certify, that the annexed

Order Nisi. Eq. 11,133

Auditor account

Elizabeth Jones

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 9th day of January, 1956. The first insertion being made the 8th day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

No. M.G. 5146

Filed 10 Jan., 1956.

LIBER 94 PAGE 191

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
MAYNARD L. DAVIDSON and EVA DAVIDSON, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,469

.....oOo.....

Mr. Clerk:

Please docket the above entitled case, and file the enclosed mortgage as Plaintiff's Exhibit "A".

John O. Dumler
Attorney named in Mortgage

Filed 29 Aug., 1955.

LIBER 94 PAGE 192

[DR.—CITY OR COUNTY]

LIBER 775 PAGE 190

Mortgage

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION
VS.
MAYNARD L. DAVIDSON and EVA DAVIDSON, his wife
Plaintiff's Exhibit "A"
No. 11,469 Equity

THIS MORTGAGE, Made this 7th day of August, in the year Nineteen Hundred and Fifty-three, by and between Maynard L. Davidson and Eva Davidson, his wife,

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

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Twenty-Four Hundred Dollars ($ 2400.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Twenty-Four Hundred Dollars ($ 2400.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6 %) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Twenty-Four Dollars ($ 24.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of September, 1953, and continuing on the first day of each month thereafter until the principal and interest are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

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

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all those lot(s) of ground situate, lying and being in Anne Arundel County State of Maryland, and particularly described as follows:

BEING known and designated as Lots Numbered Thirteen (13) and Fourteen (14), as are shown in Block "O", Plat #3, of Manhattan Beach, which plat is recorded among the plat records of Anne Arundel County in Cabinet 1, Rod J, folio 8.

BEING the same lots of ground which, by deed dated July 2, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 695, folio 293, were granted and conveyed by Frank J. McKenna and wife to the herein named Mortgagors.

Filed 29 Aug., 1953

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS:

Maynard L. Davidson (SEAL)
Maynard L. Davidson

Antoinette M. Granese
Antoinette M. Granese

Eva A Davidson (SEAL)
Eva Davidson

_____ (SEAL)

_____

_____ (SEAL)

LIBER 775 PAGE 193

LIBER 94 PAGE 195

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 7th day of August, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Maynard L. Davidson and Eva Davidson, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

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

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

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 2, 1955.

Recorded- 13th Aug., 1953, at 11:55 A.M.

(2)

ANNE ARUNDEL COUNTY

Mortgage

FROM

MAYNARD L. DAVIDSON

AND WIFE

TO

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

Received for Record 13 Day of Aug 1953 at 11:55 A.M. and the same day recorded in Liber J.H.H. No. 725 Fol. 190, Land Records of Anne Arundel County.

John W. Hopkins Jr. Clerk

KOHLERMAN AND DUMLER

Attorneys at Law

Baltimore, Maryland

Pd 6.75

File No. 10811-T

Property:

Lots 13-14

Block O, Plat 3

Manhattan Beach

Description approved

Execution approved

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FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
MAYNARD L. DAVIDSON and EVA DAVIDSON, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,469

.....oOo.....

I HEREBY CERTIFY, That on this 25th day of August, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Jerome C. Neuman, Secretary of Fairview Federal Savings and Loan Association, Plaintiff in the above entitled case, and made oath in due form of law that the Defendants, Maynard L. Davidson and Eva Davidson, his wife, against whom the above case has been docketed, are not in the Military Service of the United States, or any nation with which the United States is allied in the present war, that they have not been ordered to report for induction under the Selective Training and Service Act of 1940, that they are not members of the Enlisted Reserve Corps and have not been ordered to report for service therein.

Antoinette M. Grasse Notary Public

Jerome C. Neuman Affiant

Filed 29 Aug., 1955.

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LIBER 94 PAGE 197

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
VS.	:	FOR
MAYNARD L. DAVIDSON, and EVA DAVIDSON, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,469

.....oOo.....

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated August 7, 1953	$2,400.00
Less payments thereon	122.18
TOTAL AMOUNT DUE	$2,277.82

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 20th day of September, in the year one thousand nine hundred fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid, personally appeared Jerome C. Neuman, Secretary of Fairview Federal Savings and Loan Association, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage claim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

Antoinette M. Granese

Antoinette M. Granese Notary Public

My commission expires May 6, 1957.

Filed 22 Sept; 1955.

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A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND *BALTIMORE 3*

No. 11,469 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler
Fidelity Building
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of THREE THOUSAND AND 00/100 - (\$3,000.00) 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 19th day of September in the year of our Lord nineteen hundred and fifty-five.

Whereas, the above bounden John O. Dumler by virtue of the power contained in a mortgage from Maynard L. Davidson and Eva Davidson, his wife to Fairview Federal Savings and Loan Association bearing date the 7th day of August, 1953 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 775 Folio 190 and he is about to sell the land and premises described in said mortgage, default having been made in the payment of the money as specified, and in the conditions and covenants therein contained.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden John O. Dumler do and shall well and truly and faithfully perform the trust reposed in him under the mortgage aforesaid, and shall abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of said mortgaged property, or the proceeds thereof then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

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

Signed, sealed and delivered in the presence of:

Gloria Novak
Gloria Novak

John O. Dumler (SEAL)
John O. Dumler

(SEAL)

Witness:

C. Berg
C. Berg

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

As to Surety

MD3228n—500, 1-51 *129351*
Mortgagee's or Attorney's Bond

approved this 22 Sept., 1955
George T. Cromwell, Clerk
Filed 22 Sept., 1955

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State of Maryland, Baltimore City, sct.

LIBER 94 PAGE 199

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. G. YOST
Assistant Secretary

By: E. R. NUTTLE
Vice President

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

September 19, 19 **55**

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. GILLISS
Assistant Secretary

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

VS.

MAYNARD L. DAVIDSON, and
EVA DAVIDSON, his wife

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY
(In Equity)
Case No. 11,469 Equity
Docket Folio No.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 29th day of September , 1955, sold the property described in the attached advertisement of sale at and for the sum of $ 1950.00 to Alvin H. Levin and Selma A. Levin, his wife, being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

Alex Cooper
Alex Cooper, Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that we have this 29th day of September , 1955, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $ 1950.00 and hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

Alvin H. Levin
Alvin H. Levin
Selma A. Levin
Selma A. Levin
Purchasers

Margaret M. Alt
Margaret M. Alt

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

Mortgage Sale

OF DESIRABLE FEE SIMPLE
RESIDENTIAL PROPERTY
MANHATTAN BEACH,
THIRD DISTRICT
ANNE ARUNDEL COUNTY

Under and by virtue of the power and authority contained in a mortgage from Maynard L. Davidson and Eva Davidson, his wife to Fairview Federal Savings and Loan Association dated August 7, 1953, recorded among the Land Records of Anne Arundel County in Liber J. H. H. No. 775, folio 190 (default having occurred thereunder), the undersigned the attorney named in said mortgage, will sell at public auction on the premises on Thursday, 29th day of September 1955 at 3:00 p. m. all those lots of ground situate and lying in the Third District of Anne Arundel County, State of Maryland and described as follows:

BEING known and designated as Lots 13-14 as are shown in Block "O" Plat No. 3 of Manhattan Beach, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod J, folio 8; said lots having a frontage of fifty feet on Smith Avenue and a depth of two hundred fifty feet more or less as shown on said plat.

The above lots are in fee simple and are improved by a frame dwelling.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at the time and place of sale. Balance of purchase money upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale, to day of settlement, at six per cent per annum. Taxes and all other public charges to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney named in Mortgage.
ALEX COOPER, Auctioneer. s-22

Filed: 13 Oct. 1955

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FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION	:	IN THE CIRCUIT COURT
	:	FOR
VS.	:	ANNE ARUNDEL COUNTY (In Equity)
MAYNARD L. DAVIDSON, and EVA DAVIDSON, his wife	:	Case No. 11,469 Equity Docket Folio No.

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

The report of sale of John O. Dumler, Attorney named in the mortgage, to make sale of the fee simple property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in The Capital Gazette, a newspaper published in Anne Arundel County, for more than twenty days preceding the day of sale, the said John O. Dumler, Attorney named in mortgage, did, pursuant to said notice on the Twenty-ninth day of September, 1955 at 3:00 p.m. sell on the premises, the aforesaid fee simple property unto Alvin H. Levin and Selma A. Levin, his wife, at and for the sum of Nineteen Hundred and Fifty Dollars ($1950.00) cash, the said Alvin H. Levin andSelma A. Levin, his wife, having offered the greatest price therefor.

John O. Dumler
Attorney named in Mortgage.

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 10th day of October, in the year one thousand nine hundred and fifty-five, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Antoinette M. Granese Notary Public
My commission expires May 6, 1957.

Filed: 13 Oct. 1955

ORDER NISI

LIBER 94 PAGE 202

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

MAYNARD L. DAVIDSON and EVA DAVIDSON, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,469 Equity

Ordered, this 13th day of October, 1955, That the sale of the property in these proceedings mentioned made and reported by John O. Dumler, Attorney named in the mortgage, ~~Trustees~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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~~ is $1950.00

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed: 13 Oct. 1955

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

versus

MAYNARD L. DAVIDSON and EVA DAVIDSON, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 23d day of November, 1955, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson Judge.

Filed 23 Nov., 1955.

LIBER 94 PAGE 203

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,469 Equity
FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION
Vs.
MAYNARD L. DAVIDSON and EVA DAVIDSON, his wife.

Ordered, this 13th day of October, 1955, That the sale of the property in these proceedings mentioned made and reported by John O. Dumler, Attorney named in the mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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 $1,050.00.

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

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1955

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,469
Maynard L. Davidson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of November, 1955. The first insertion being made the 28th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 801 By H. Tilghman

Filed 22 Nov., 1955.

LIBER 94 PAGE 204

In the Case of

Fairview Federal Savings & Loan Association

vs.

Maynard L. Davidson and Eva Davidson, his wife

In the

Circuit Court

For

Anne Arundel County

#11,469 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 19, 1955

All of which is respectfully submitted.

Laura K. Jackson
Auditor.

Dr. Fairview Federal Savings and Loan Association vs. Maynard Davidson and Eva Davidson, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	91	96	166	96
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	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sunpapers - advertising sale	24	80		
Alex Cooper - auctioneer's fee and postal card advertising	22	50		
Fidelity & Deposit Co. of Md. - bond premium	12	00		
One-half Federal documentary stamps	1	10		
One-half State documentary stamps	1	10		
Antoinette M. Granese - notary fees	1	50	109	52
To Fairview Federal Savings & Loan Ass'n mortgagee - this balance on account mortgage claim	1,645	47	1,645	47
			1,973	45
Amount of mortgage claim filed	2,277	82		
Cr. Amount allowed above	1,645	47		
Balance subject to decree in personam	632	35		

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

1955						
Sept.	29	Proceeds of Sale	1,950	00		
		Interest on deferred payment - 2 months 3 days	15	23	1,965	23
		Refund 1955 State and County taxes ($32.50) - 3 months 1 day	8	22	8	22
					1,973	45

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LIBER 94 PAGE 207

ORDER NISI

Fairview Federal Savings and Loan Association

VERSUS

Maynard L. Davidson

and

Eva Davidson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,469 Equity.

ORDERED, This 27th 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 6th 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 6th day of February next.

Filed: 27 Dec 1955

George T. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of June, 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 Nicholson

Judge

FILED

1956 JUN 19 PM 3:46

LIBER 94 PAGE 208

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,469 Equity
FAIRVIEW FEDERAL SAVINGS and LOAN ASSOCIATION
Vs.
MAYNARD L. DAVIDSON and EVA DAVIDSON, his wife.

Ordered, this 27th 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 6th 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 6th day of February next.

GEORGE T CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
1-19

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 14, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,469
Auditor Account

Maynard L Davidson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of February, 1956. The first insertion being made the 5th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

FILED
1956 JUN 18 PM 4:11

No. M.G. 5176 By H. Tilghman

18

LIBER 94 PAGE 209

KATHERINE WALDSCHMIDT, widow
1223 Stevens Avenue
Arbutus 27, Maryland
Plaintiff

vs.

HARVEY D. BERKEY
(Sometimes known as HARRY D. BERKEY)
Aberdeen, Maryland

and

All persons having or claiming to have an interest in the property known as Lots Nos. 185 and 186 on a plat entitled, "Plat A Shoreland" recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 2 (Now Plat Book No. 2, Folio 8).
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,477 Equity

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

KATHERINE WALDSCHMIDT, Widow, the Plaintiff herein, respectfully shows:

1. That on October 14th, 1935, C. Albert Hodges, then the Treasurer of Anne Arundel County, sold at public auction to the County Commissioners of Anne Arundel County, for State and County taxes then in arrears, as will appear by reference to Tax Sale No. 4048, Docket FAM No. 4, folio 27, Judicial Liber FAM No. 22, folio 485, the property hereinafter described, in fee simple, the said sale having been made under authority conferred upon the said Treasurer as Collector of State and County taxes under the statute in such cases made and provided. That the Plaintiff, Katherine Waldschmidt, widow, is the present owner of the said property, comprising lots numbers 185 and 186, as shown on Plat A of Shoreland, recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 1, Rod E, Plat 2, and now filed among the Plat Records of the said County in Plat Book No. 2, folio 8; the said lots of ground having been conveyed by Deed dated January 7th, 1941, recorded among the Land Records of Anne Arundel County in Liber JHH No. 231, folio 323, by C. Albert Hodges, late Treasurer of

Filed 9-1-Sept., 1955

Anne Arundel County, and James A. Walton, Treasurer of Anne Arundel County, the then incumbent, and the County Commissioners of Anne Arundel County, a body corporate, unto Edward P. Waldschmidt and Katherine Waldschmidt, his wife, the said Edward P. Waldschmidt having departed this life on or about the 15th day of July, 1952.

2. That the Plaintiff, the present owner of the said property, did, on August 16th, 1955, obtain from Joseph H. Griscom, Sr., the present Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, Certificate of Tax Sale No. 1149, which Certificate is filed herewith marked, "Plaintiff's Exhibit A," and is prayed to be taken as part hereof.

3. That the description of the said property as it appears upon the tax roll of the County Treasurer aforesaid, for the Fifth Election District of Anne Arundel County, for the years 1931 to 1934 inclusive, is as follows:

> Harry D. Berkey, Aberdeen, Maryland, Lots Nos. 185 and 186 on the Plat of Shoreland, Fifth Election District of Anne Arundel County.

4. That the description thereof as set forth in the Tax Sales Certificate aforesaid is the same as appears above.

5. That the said lots of ground herein described have not been redeemed by the Defendant herein named, or by anyone claiming through him, although more than one year and a day have elapsed from the day of the aforesaid Tax Sale.

6. That the amount necessary for redemption of the above mentioned lots is Thirty-one Dollars and Fifty-three Cents ($31.53), being the amount paid for the said property, as the same appears upon the aforesaid Tax Sale Certificate No. 1149, with interest at the rate of six (6) per cent per annum and any penalties paid by the Plaintiff herein, subsequent to the date of sale of said property, plus taxes and all other amounts set forth and provided by Article 81, Section 90 and 91, of the Annotated Code of Maryland (Flack's Edition of 1951).

7. That, according to the Assessment Records of Anne Arundel County for the years 1931 to 1934 inclusive, for the Fifth Election District of Anne Arundel County, the mailing address of Harvey D. Berkey, sometimes known as Harry D. Berkey, was Aberdeen, Maryland.

8. That the Plaintiff is entitled to proceed to foreclose all rights of redemption in and to the aforesaid lots of ground.

TO THE END THEREFORE:

(a) That this Honorable Court may pass a final decree foreclosing all rights of redemption of the Defendant and of any and all persons having or claiming to have an interest in the said lots of ground herein described.

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

(c) That the State's Writ of Subpoena be issued to the Defendant, Harvey D. Berkey, sometimes known as Harry D. Berkey, whose last known address, according to the assessment records of the Fifth Election District of Anne Arundel County for the years 1931 to 1934 inclusive, was Aberdeen, Maryland, commanding him to appear in this Honorable Court on some certain date, to be named therein, and redeem the said property in this Honorable Court, or answer the premises and abide by and perform such Decrees or Orders as may be passed therein, and warning him that, in case of failure so to do, a final Decree will be rendered foreclosing all Rights of Redemption in the aforesaid lots of ground.

(d) That this Honorable Court may grant leave to serve all parties Defendant, known and unknown, by an Order of Publication, as provided by Article 81, Section 105, of the Annotated Code of Maryland (Flack's Edition of 1951).

(e) That this Honorable Court may Decree such other and further relief as the nature of the case may require.

3

AND as in duty bound, etc.

Harry Kairys
217 N. Calvert Street
Baltimore 2, Maryland

John Demyan, Jr.
16 Crain Highway, S. W.
Glen Burnie, Md.

Solicitors for Plaintiff

Katherine Waldschmidt
Plaintiff

PLAINTIFF'S EXHIBIT A

LIBER 94 PAGE 213

1149

CERTIFICATE OF TAX SALE

I, Joseph N. Gracom 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 14, 1935, I sold to A. A. Co. Comm. at public auction for the sum of 31 Dollars and 53 Cents, of which No Dollars has been paid as a deposit on the property in 5 District described as Lots 185-186 as shown on the plat of Sharelands, Anne Arundel County.

and assessed to Harry D. Berkey

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 16 day of August 19 55

Joseph N. Gracom Sr.
Collector.

State of Maryland, Anne Arundel County, Set:

I hereby certify, that on this 16 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 N. Gracom 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 6 1957

NELLIE ELIZABETH STERLING NOTARY PUBLIC

Plaintiff's Exhibit
Filed 9 Sept., 1955

5

KATHERINE WALDSCHMIDT, widow
1223 Stevens Avenue
Arbutus 27, Maryland
Plaintiff

vs.

HARVEY D. BERKEY
(Sometimes known as HARRY D. BERKEY)
Aberdeen, Maryland

and

All persons having or claiming to have an interest in the property known as Lots Nos. 185 and 186 on a plat entitled, "Plat A Shoreland" recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 2 (Now Plat Book No. 2, Folio 8).
Defendants

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,477 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 Shoreland, Fifth Election District of Anne Arundel County, State of Maryland, which were sold by the Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners and by mesne conveyances the interests so conveyed became vested in the Plaintiff:

> All those lots of ground situate, lying and being in Shoreland, Fifth Election District of Anne Arundel County, State of Maryland, and known as Lots Nos. 185 and 186, as shown on a Plat entitled, "Plat A Shoreland," recorded among the Land Records of Anne Arundel County in Plat Book No. 2, folio 8, formerly Plat Cabinet 1, Rod E, Plat 2, and described in Treasurer's Certificate No. 1149.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day has elapsed since the date of the Collector's sale.

It is, thereupon, this 9 day of September, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED: That notice be given by insertion of a copy of this Order of Publication in some Newspaper having a general circulation in Anne Arundel County, once a week for

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four successive weeks, warning all persons interested in the said property to be and appear in this Honorable Court by the 16 day of November, 1955, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be passed foreclosing all right of redemption in the properties and vesting in the Plaintiff an absolute and indefeasable title to the said lots of ground in fee simple, free and clear of all alienations and descents of the property occurring prior to the Decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale, and public easements to which the property is subject.

George T. Cromwell, Clerk.
George T. Cromwell,
Clerk of Court

HARRY KAIRYS, Atty.
217 North Calvert Street,
Baltimore, Maryland

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,477 Equity

KATHERINE WALDSCHMIDT, widow, 1223 Stevens Avenue, Arbutus 27, Maryland, Plaintiff

Vs.

HARVEY D. BERKEY (Sometimes known as HARRY D. BERKEY, Aberdeen, Maryland

and

All persons having or claiming to have an interest in the property known as Lots Nos. 185 and 186 on a plat entitled, "Plat A Shoreland" recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 2 (Now Plat Book No. 2, Folio 8). Defendants

Order Of Publication

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in Shoreland, Fifth Election District of Anne Arundel County, State of Maryland, which were sold by the Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, to the County Commissioners and by mesne conveyances the interests so conveyed became vested in the Plaintiff:

All those lots of ground situate, lying and being in Shoreland, Fifth Election District of Anne Arundel County, State of Maryland, and known as Lots Nos. 185 and 186, as shown on a Plat entitled, "Plat A Shoreland," recorded among the Land Records of Anne Arundel County in Plat Book No. 2, folio 8, formerly Plat Cabinet 1, Rod E, Plat 2, and described in Treasurer's Certificate No. 1140.

The Bill of Complaint states, among other things, that the amount necessary for redemption has not been paid although more than a year and a day has elapsed since the date of the Collector's sale.

It is, thereupon, this 9th day of September, 1955, by the Circuit Court for Anne Arundel County, in Equity, ORDERED: That notice be given by insertion of a copy of this Order of Publication in some Newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested in the said property to be and appear in this Honorable Court by the 16th day of November, 1955, and redeem the property and answer the Bill of Complaint, or thereafter a final Decree will be passed foreclosing all right of redemption in the properties and vesting in the Plaintiff an absolute and indefeasable title to the said lots of ground in fee simple, free and clear of all alienations and descents of the property occuring prior to the Decree of Court and encumbrances thereon, except taxes accruing subsequent to the date of sale, and public easements to which the property is subject.

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

LIBER 94 PAGE 216

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 1, 1955

We hereby certify, that the annexed Order of Publication Eq. 11,477 Harvey D. Berkey 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 November, 1955. The first insertion being made the 15th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 2 Dec., 1955.

KATHERINE WAIDSCHMIDT, Widow
1223 Stevens Avenue
Arbutus 27, Maryland

vs.

HARVEY D. BERKEY
(Sometimes known as HARRY D. BERKEY)
Aberdeen, Maryland

and

All persons having or claiming to have an interest in the property known as Lots Nos. 185 and 186 on a plat entitled, "Plat A xx Shoreland," recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 2 (Now Plat Book No. 2, Folio 8).

No. .... DIVORCES - - EQUITY
IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,477 Equity

DECREE PRO CONFESSO

The respondents, Harvey D. Berkey, et al

after order of publication duly published (~~[illegible]~~), having failed to appear to the bill of complaint and answer same according to the command of the said order of publication ~~[illegible]~~.

It is, thereupon, this 7th day of December 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 respondents.

~~And it is further ordered that leave is hereby granted to the complainant to take testimony be-fore any one of the standing Examiners of this Court in support of the allegations of the said bill upon giving due notice to the respondent of the time and place of taking of testimony.~~

Benjamin Michaelson
Judge

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Filed 7 Dec., 1955.

KATHERINE WALDSCHMIDT, widow
1223 Stevens Avenue
Arbutus 27, Maryland
Plaintiff

vs.

HARVEY D. BERKEY
(Sometimes known as HARRY D. BERKEY)
Aberdeen, Maryland

and

All persons having or claiming to have an interest in the property known as Lots Nos. 185 and 186 on a plat entitled, "Plat A Shoreland" recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 2 (Now Plat Book No. 2, Folio 8).

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,477 Equity

D E C R E E

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

AND IT APPEARING from the proceedings that the period of time limited in the Order of Publication and the Order of Subpoena against the Defendants, HARVEY D. BERKEY (sometimes known as HARRY D. BERKEY) and all persons having or claiming to have an interest in the property herein described, as prescribed by the Statutes of Maryland and the Rules of Court, and that no Demurrer, Plea or Answer having been interposed by any of the said Defendants, and that the allegations set forth in the Bill of Complaint to Foreclose Equity of Redemption present a proper case for relief.

IT IS THEREUPON, this 16th day of January, 1956, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED and DECREED that all Rights of Redemption in the following described lots of ground in the Fifth Election District of Anne Arundel County, State of Maryland:

> Being lots Nos. 185 and 186 on a plat entitled, "Plat A Shoreland," recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod E, Plat 2 (now Plat Book No. 2, folio 8).
>
> Being the same two lots of ground which by Deed dated November 13th, 1929 and recorded among the Land Records of

JAN 16 1956
Filed

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Anne Arundel County in Liber F.S.R. No. 69, folio 1, were granted and conveyed by Cityco Realty Company of Baltimore City, a body corporate, unto the said Harvey D. Berkey.

And being also the same two lots of ground which by Deed dated January 7th, 1941 and recorded among the said Land Records in Liber J.H.H. No. 231, folio 323, were granted and conveyed by C. Albert Hodges et al unto Edward P. Waldschmidt and Katherine Waldschmidt, his wife, the said Edward P. Waldschmidt having departed this life on or about the 15th day of July, 1952.

mentioned and described in these proceedings, are forever foreclosed; that there be vested in the Plaintiff an absolute and indefeasible title in fee simple, in and to the said property, free and clear of all alienations and descents of the property occurring prior to the date of this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the date of sale, and public easements to which the said property may be subject, and all the Defendants, their heirs, devisees, personal representatives and their or any of their heirs, devisees, executors, administrators, successors or assigns, having a right, title or interest in the said property, shall be bound by this Decree.

AND IT IS FURTHER ORDERED and DECREED, that upon being furnished with a certified copy of the Decree in this cause, the Treasurer and Collector of State and County Taxes for Anne Arundel County shall execute and deliver a fee simple deed for the properties mentioned and described in these proceedings to the holder of the Certificate of Tax Sale, the said Katherine Waldschmidt, the Plaintiff herein; upon payment to the said Treasurer and Collector of the balance of the purchase monies due on account of the price of the said properties, if any balance there be, together with all taxes, interest and penalties thereon accruing subsequent to the date of the said sale, if any there be; the said deed to be at the expense of the holder of the Certificate of Tax Sale in this cause.

Benjamin Michaelson
Judge

LIBER 94 PAGE 220

IN THE MATTER OF	:	IN THE
G. (GUSTAV) M. ROSS	:	CIRCUIT COURT FOR
Grantee of 15 72/100 Acres of Land	:	ANNE ARUNDEL COUNTY
in Lennox Park (Lots 16, 17 and 20),	:	EQUITY NO. 11,573
Anne Arundel County, Maryland	:	
	:	

.. ..

PETITION TO REMOVE CLOUD FROM TITLE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of G. (GUSTAV) M. ROSS, by ELI BAER, his attorney, respectfully represents unto your Honor:

1. That by deed dated May 7, 1953, in Liber J.H.H.-777-196, which was duly recorded among the Land Records of Anne Arundel County, your Petitioner was the grantee under a certain deed from Anna M. Troesken then a spinster of Chicago, Illinois, by which there was granted and conveyed unto your Petitioner fifteen and seventy-two one hundredths acres (15 72/100ths) of land, located in Lennox Park, Anne Arundel County, Maryland, and more fully described as lots 16, 17 and 20, as shown on a plat of Lennox Park which is recorded among the Plat Records of said County in F.S.R 1, Folio 7, Cabinet 1, ROD. O. Plat 14.

2. That the said property was granted and conveyed to the said Anna M. Troesken by deed dated May 7, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.-777-193, from Edward Max Stohn, Executor, under the Last Will and Testament of Max H. Stohn, deceased, the said Edward Max Stohn having been appointed and qualified as such Executor by Order of the Probate Court of DuPage County, Illinois, File #15381, on or about October 25, 1951, the said Max H. Stohn having died seized of the property herein referred to on August 17, 1951, in the County and State aforementioned.

3. That by a decree of sale in the Probate proceedings of Max H. Stohn, copy attached, the said Edward Max Stohn, Executor, was authorized and directed by the Probate Court for DuPage County, to sell certain real estate, to pay debts, the estate then being deemd insolvent,

Filed 18 Nov., 1955

among which was the real property aforementioned and that by virtue of said Order of Court the aforesaid fifteen and seventy-two one hundredths (15 72/100ths) acres in Lennox Park was sold unto the said Anna M. Troesken and said sale ratified and confirmed by said Probate Court of DuPage County, Illinois, on the 19th day of February, 1953; and, the said A.(Anna) M. Troesken also joins in this petition and attaches hereto a consent to the passage of an Order of Court removing any possible cloud upon the title of G. (GUSTAV) M. ROSS.

4. Thereafter, your Petitioner attempted to sell the said fifteen and seventy two one hundredths (15-72/100ths) acres of land in Lennox Park, Anne Arundel County, Maryland, which he had purchased from the said A. (Anna) M. Troesken, spinster, but that said sale failed of consummation because objection to a good and marketable title was made by a title examiner upon the allegation that by the Will of Max H. Stohn, deceased, copy attached, no power of sale was contained therein authorizing the Executor to sell said real estate and that said sale was invalid under Maryland law. However, it now appears that the said Edward Max Stohn was the residuary legatee under the Will of Max H. Stohn and the only heir at law of the decedent, Max H. Stohn, and that said Edward Max Stohn is willing to join in this Petition and Consent to the clarification and removal of any possible cloud upon a good and marketable title in your Petitioner, G. (GUSTAV) M. ROSS; also, it now appears that the Estate of Max H. Stohn, deceased, has been fully probated, was found fully solvent, and finally closed on the 12th day of November 1953; and, that under said closing, all claims and demands against said Estate were fully paid and the Executor discharged.

5. Your Petitioner also represents that on September 15, 1953, a Petition was filed in the Orphans Court of Anne Arundel County, No. 8568, Adm. Doc. #244, folio 64, affirming a certified copy of the Will of Max H. Stohn, deceased, for probate, and that thereunder letters of Ancillary Administration C. T. A. were granted unto Carl O. Sands, an attorney of Chicago, Illinois, who duly qualified as such administrator by filing an

approved bond; thereafter giving notice to creditors, filing an inventory which included the lots 16, 17 and 20 in Lennox Park, Anne Arundel County, Maryland, filing a final report which was passed by the Orphans Court, and payment of all taxes due, the said Ancillary Administration in Anne Arundel County now being closed.

6. Also, your Petitioner represents that the Trust attempted to be set up in the will of Max H. Stohn, deceased, was stricken down by Order of the Probate Court of DuPage County, Illinois, on October 8, 1953, copy attached, and certain funds involved thereunder found to come under the residuary clause of said Will.

7. CARL O. SANDS, the Administrator C. T. A. hereinabove named also joins in this Petition and attaches hereto his Consent to the passage of an Order removing any possible cloud from the title of G. (GUSTAV) M.ROSS.

WHEREFORE, your Petitioner G. (GUSTAV) M. ROSS respectfully prays this Honorable Court:

1. To decree that he now is the holder of good and marketable title to lots 16, 17 and 20 in Lennox Park, Anne Arundel County, Maryland, containing fifteen and seventy-two one hundredths (15-72/100ths) acres, under and by virtue of the deed to him from A. (Anna) M. Troesken, dated May 7, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H.-777-196.

AND, AS IN DUTY BOUND, ETC.

G. (Gustav) M. Ross

G.(Gustav)M. Ross
Petitioner

Eli Baer

Eli Baer, Attorney

STATE OF ILLINOIS, COUNTY OF LAKE::

THIS IS TO CERTIFY That before me, the Subscriber, a Notary Public of the State of Illinois, County aforementioned, personally appeared G. (Gustav) M. Ross and made oath in due form of law that the matters and facts as set forth in the aforementioned Petition are true.

William T. Bernard

Notary Public

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LIBER 94 PAGE 223

C O N S E N T

The undersigned, A. (Anna) M. Troesken, now married in the name of Anna M. Johnson, Wife of Leonard Johnson, hereby certifies that she has read all of the allegations and representations contained in the aforementioned Petition of G. (Gustav) M. Ross and swears that she has personal knowledge of the matters and facts alleged therein and that they are true and that she consents to the passage of an Order as herein prayed for.

A. (Anna) M. Troesken Johnson
A. (Anna) M. Troesken Johnson

Subscribed and sworn to before me by Anna M. Troesken Johnson, this 4th day of November, 1955.

Carl O. Sanda
Notary Public
Commission Expires
July 14, 1956

4 Filed 18 Nov., 1955.

LIBER 94 PAGE 224

C O N S E N T

The undersigned, Edward Max Stohn, Executor of the Will of Max H. Stohn, deceased, swears that he has read the aforementioned Petition and that the matters and facts set forth therein are true, and that as the residuary legatee and the only heir of Max H. Stohn deceased, he consents to the passage of an Order as requested in the Petition aforementioned.

Edward Max Stohn
Edward Max Stohn

Subscribed and sworn to before me by Edward Max Stohn, this 7th day of November, 1955.

Carl O Linder
Notary Public

Commission Expires
July 16, 1956

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Filed 18 Nov., 1955.

LIBER 94 PAGE 225

C O N S E N T

The Undersigned, CARL O. SANDS, who served as Ancillary Administrator C.T.A. under the Will of Max H. Stohn, deceased, swears that he has read the aforementioned Petition and that the matters and facts set forth therein are true and that he consents fo the passage of an order as requested in the Petition aforementioned.

Carl O. Sands
Carl O. Sands
Ancillary Administrator

Subscribed and sworn to before me by CARL O. SANDS this 8th day of November, 1955.

Notary Public
Com. Expires March 3/57

6

Filed 18 Nov., 1955

LAST WILL AND TESTAMENT.

Being of sound and active mind and in full and complete control of faculties, do hereby provide for the distribution of the property, Real Estate and Personal, I shall own at the time of my death, I hereby and by these presents do make the following dispositions, To wit:

The will I executed in the summer of the year A.D. one thousand nine hundred twenty-three (1923) in favor of my late father and late brother, is hereby cancelled and is to be considered null and void, their demise in 1931 and 1945 respectively, having invalidated the provisions made for them therein.

After provision has been made for payment or settlement of any just debts I may have contracted for prior to my death and for payment in full of the cost of my funeral, I direct that my body be shipped to Westfield, in Union County and State of New Jersey, for interment in Fairview Cemetery, located in the Town of Westfield, New Jersey, in the vacant grave in Lot 210 West Slope, beside the grave of my beloved mother, the late Auguste Johanna Stohn; except that in the event of an emergency preventing burial in Fairview Cemetery in Westfield New Jersey then and only then there may be substituted as as the final resting place for my remains, the vacant grave No. 5 or 6, whichever is vacant, of Lot 423 in Forest Hill Cemetery at Glen Ellyn, Illinois, beside the grave of my late brother, Walter E. Stohn, The deed for burial lot in Westfield, N. J., may be found in my safe ddposit box and deed for the Forest Hill lot at my home in Glen Ellyn in iron box. If burial of my remains is made at Westfield, N. J., I direct that the lettering on the existing monument erected on Lot 210 West Slope, be completed to read Max H. 1881 - 19- (year of my demise) and that in Forest Hill Cemetery at Glen Ellyn, Ill., a suitable monument of durable granate at moderate cost, with foot markers be erected with lettering " STOHN" of the head piece, and for the foot stones of the respective graves "MAX" H" 1881 - 19 (date of death) if buried there, and on the other footstone "WALTER E" 1882 - 1945.

To provide for the cost of the monument and foot stones at Glen Ellyn, and the lettering to be placed on both the monument at Westfield, N. J. and that and footstones in Glen Ellyn, Ill., I direct that the sum of

7 Exhibit Filed 18 Nov., 1955 O

Five hundred ($500 -) Dollars be set aside out of my estate to meet the cost and erection of same, and to provide for the upkeep of both monuments at Westfield N. J. in Fairview Cemetery and that in Forest Hill Cemetery at Glen Ellyn, Ill. and other unforseen incidentals which may be required to keep the lots and monuments, in good order in later years. I also direct that an additional sum of Five hundred ($500.) Dollars be held in a Trust Fund to take care of any deficiencies in the financial set up provided for the care and maintainance of monuments and plots in future years. Income on thisfund to be added to the principal if earned.

To my former little friend Miss Lylvia(Susie to me) Zollinger of Chicago, Illinois, last known address in 1945 at Xmas, being 4832 North Christiana Ave., Chicago 25, daughter of Henry Zollinger , I give and bequeath the sum of One thousand Dollars ($1000.00) to be paid to her in cash after probate of this instrument. The bequest is made to her in recognition of the comfort she afforded me, when as a tot she sneaked up to my cold and lonely quarters after the days play., without benefit of solicitation, and cheered me by her childish prattle relative to the days pleasures and woes in company of her particular friends, the Pattsy Rawlings, Patsy Foleys, Betty Linders, and then at the height of the narative did fall fast and soundly asleep in my lap. Later after you had left Glen Ellyn to live in chicago, I did meet these little friends of yours at my house and baby Foley years later when she started her scholasted career at Ben Franklin. Although more than 18 years have gone by since we last met on August 12th 1932, my fondness for and interest in you has never ceased or even become dim. It is true that your absence on the sad day of your uncles funeral on October 29th 1945, did disappoint me and dadden my heart (you were the only member of the clan who stayed away) at the time, I do hope that at some distant future time our souls may again meet in that unknown abode above, where you may wish to continue your stories and news items first indulged in in those turbulent times of the Fall of 1931, Now having entered upon your young womanhood, and perhaps the state of matrimony, I wish you all the happiness in the world, and that if still with the telephone Company your usefulness and responsibility for your work, may be a source of satisfaction to the Company, and pleasure to yourself. God bless you little sun shine of long ago.

(2)

To my nephew, Edward Max Stohn, son of my late brother, Walter E. Stohn, I give and bequeath the residue of my estate, Real Estate and Personal after provision has been made for the payments mentioned above, to be held in trust for him until he reaches his thirty-sixth birthday in August A. D. One thousand nine hundred sixty (1960), when one third (1/3) of the sum then to the credit of the estate, may be turned over to him. Another payment of onethird (1/3) shall be made five years later in 1965 and the remaining third (1/3) then to the credit of my estate in August 1970, for him to have and use for his own benefit; except that in the event the said Edward Max Stohn preceeds me in death, and issue (progeny) by himself and his legitimate wife survive him, such child or children then surviving or their heirs, shall be considered the beneficiaries and heir or heirs under the terms of this my last will and payment shall be made to it or them (child or children) prorated share and share alike, upon it or they reaching majority on its or their twenty-first (21) birthday. Such payment or payments shall be made from a trust fund to be set up for the survivoring child or children of my nephew Edward Max Stohn, to be managed by the Northern Trust Company of Chicago, Illinois. This company also to be appointed Executor, together with Edward Max Stohn as co-executor of this my last will if he is then alive.

In the event that my nephew, Edward Max Stohn preceeds me in death and leaves no issue (child or children) of his own, then the residue of my estate under the terms of this my last will, shall be paid to the local branch of the Salvation Army of America, for use of relief and to provide for the care of Elderly destitute persons, and provide a home for them as long as the funds may last.

Signed and Witnessed in presence of eachother

Glen Ellen Ill., July 28, 1951

Max H. Stohn

Witness: Victor E. Klenn

Witness: Jack L. Hagen July 28, 1951

Will proven and admitted to In open Court

This 25th day of Oct. A. D. 1951

Bert E. Rathye

Probate Court.

(3)

9

The Undersigned Edward Max Stohn appointed Executor in the last Will and Testament of Max H. Stohn - late of Anne Arundel County, deceased, do hereby refuse to act as Executor of said Will and do therefore renounce all my right to Letters Testamentary upon said deceased's Estate, and all right, title and claim, that I may, or could have had, by virtue of said appointment.

IN TESTIMONY WHEREOF I hereunto subscribe my name this 9th day of September, 1953,

Witness: Carl O. Sands Edward Max Stohn

STATE OF ILLINOIS COUNTY OF DU PAGE SS.

I, BERNARD M. LONG, Clerk of the Probate Court in and for the County of Du Page and State of Illinois, Do Hereby Certify that the foregoing instruments are true, correct and complete copies of

Last Will and Testament, filed and entered for probate October 13th A. D. 1951; admitted to probate October 25th, A. D. 1951;
Order entered June 11th A. D. 1953; as fully as the same appear from the records and files of the

ESTATE OF MAX H. STOHN, deceased,

now in my office remaining.

Witness my hand and the seal of the said Probate Court at my office in the City of Wheaton, this 24th day of June, A.D. 1953.

(COURT SEAL)

Bernard M. Long Clerk of the Probate Court of Du Page County, Illinois.

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(4)

LIBER 94 PAGE 230

IN THE PROBATE COURT OF DU PAGE COUNTY, ILLINOIS

In the Matter of the Estate

of

MAX H. STOHN, Deceased.

TO THE HONORABLE JUDGE OF THE PROBATE COURT :

The undersigned, THE NORTHERN TRUST COMPANY, nominated and appointed by said MAX H. STOHN in and by his Last Will and Testament dated July 28, 1951, as Executor and Trustee, hereby renounces all right and claim to act as such Executor and Trustee and hereby declines to accept the trust so committed to it; and further states that it has not intermeddled with the estate, or any part thereof, of the said MAX H. STOHN since his death, nor has it it in any manner assumed the duties of Executor or Trustee of the said Last Will and Testament of MAX H. STOHN, Deceased , or acted in such capacity.

THE NORTHERN TRUST COMPANY
By John McNeil Second Vice President.

STATE OF ILLINOIS , COUNTY OF COOK ; ss

John McNeil, being duly swonn , on his oath says that he is a Second Vice President of THE NORTHERN TRUST COMPANY and is duly authorized to execute the above renunciation on its behalf, and that the matter and things therein contained are true.

John McNeil

Subscribed and Sworn to before me this 2nd day of October, 1951.

(NOTARIAL SEAL) Carrie Mae Sergeant

//

LIBER 94 PAGE 231

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

Max H. Stohn *late of said County deceased* taken from a certified copy

being one of the records filed, recorded in Wills Liber R.G.P.5, folio 117,
and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 26th *day of* August *in the year of our Lord, nineteen hundred and fifty* -four.

R Glenn Prout

Register of Wills for Anne Arundel County

(6)

LIBER 94 PAGE 232

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

IN THE PROBATE COURT OF DU PAGE COUNTY

IN THE MATTER OF THE ESTATE OF MAX H. STOHN, DECEASED	)	
Edward Max Stohn, Executor of the Estate and Will of Max H. Stohn, Deceased. Petitioner	)	File 15381
-vs-	)	
Edward Max Stohn, individually and Sylvia Zollinger Weber, formerly Sylvia Zollinger. Defendants	)	

DECREE FOR SALE OF REAL ESTATE

On this date comes the Petitioner, EDWARD MAX STOHN, Executor of the Estate and of the Last Will and Testament of Max H. Stohn, deceased, by his attorneys KENNY G. WILBERT and CARL O. SANDS, and the defendants Edward Max Stohn, individually, as heir at law and beneficiary under the Last Will and Testament of Max H. Stohn, deceased, pro se, and Sylvia Zollinger Weber, formerly Sylvia Zollinger, pro se, and it appearing to the Court that the defendants Edward Max Stohn, individually, as heir at law and beneficiary under the Last Will and Testament of Max H. Stohn, deceased, and Sylvia Zollinger Weber, formerly Sylvia Zollinger, have all been made parties hereto according to law.

It further appearing to the Court from the record herein that the defendants Edward Max Stohn, individually, as heir at law and beneficiary under the Last Will and Testament of Max H. Stohn, deceased, and Sylvia Zollinger Weber, formerly Sylvia Zollinger, have had due notice of the pendency of the above entitled cause, have entered

Exhibit

Filed 18 Nov, 1955.

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their appearance herein and consented to the entry of Decree as petitioned for sale of real estate.

And this cause now coming on to be heard upon the verified Petition herein, said appearances and consents, and upon the recommendations to this Court and the exhibits and proof and testimony taken, sworn to, and examined in open Court, the Court finds:

1. That the material allegations of the Petition filed herein are true and the Petition states the matters required to be stated therein.

2. That Max H. Stohn died testate on the 17th day of August, 1951, and his Last Will and Testament was admitted to Probate by Order of Court in the Probate Court of Du Page County, Illinois, on or about Oct. 25, 1951, whereupon letters testamentary were issued by this court to Edward Max Stohn, who duly qualified and is now acting as Executor of the Estate and of the Last Will and Testament of Max H. Stohn, deceased.

3. A verified statement of the condition of the decedent's estate has been filed by the petitioner and approved by the court.

4. The personal estate of the decedent is insufficient to pay the expenses of administration and claims against his estate and the deficiency of the personal property to pay the claims, taxes and cost of administration of the decedent's estate amounts, as nearly as can be ascertained, to the sum of $4,138.35.

5. At the time of his death, the decedent was the owner of the following described real estate:

The South 70 feet of the North 170 feet of the West 164 feet of Block 15 (except the West 30 feet thereof lying in Taylor Avenue, as shown on the Plate of the addition hereafter described) in E.W. Zander and Company's addition to Glen Ellyn being a subdivision in Sections 11 and 14, Township 39 N., Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded Sept. 19, 1904 as Document 82550, in DuPage County, Illinois, improved with very dilapidated, old frame house of five rooms and attic and subject to large amount of taxes and special assessments forfeited and unpaid since 1932 and subject to defects in title by reason of uncertain and ambiguous deed recorded as Document No. 35[illegible]

An undivided one- half of Block 15 (except the South 70 feet of the North 170 feet of the West 164 feet) (and except the West 30 feet thereof lying in Taylor Avenue, as shown on the plat of the addition hereafter described; except the North 30 feet thereof dedicated for Turner Avenue by Document No. 205384 and also except the East 50 feet of the West 378 feet of the South 320 feet thereof, as measured from the East line of Taylor Avenue, dedicated for Van Damin Avenue, by Document No. 226284) in H.W. Zander & Co's addition to Glen Elyn, being a Sub. in Sections 11 and 14, Township 39 North, Range 10, East of the Third P.M. according to the Plat thereof recorded Sept. 19, 1904, as Doc. 82550 in DuPage County, Ill.

Vacant and subject to large amount of taxes and special assessments forfeited and unpaid since 1932 and subject to defects in title by reason of uncertain and ambiguous deed recorded as document No. 359112.

15 and 72/100ths acres NR LENNOX PARK, Anne Arundel County, Maryland assessed Index Number 12865 in the name of Max H. Stohn.

Graves Nos. 5 and 6 in Lot No. 423 in Forest Hills Cemetery in Glen Elyn, Du Page County, Illinois.

The real estate subject to unpaid taxes and special assessments, has a value of approximately One Thousand Dollars ($1,000)

6. The decedent left him surviving: EDWARD MAX STOHN, a nephew, as his only heir at law and next of kin

7. The said Last Will and Testament of decedent names as beneficiary: SYLVIA ZOLLINGER, now by marriage SYLVIA ZOLLINGER WEBER, and the NORTHERN TRUST COMPANY as Trustee, said Northern Trust Company renounced both as Executor and as Trustee under said will by renunciation filed on October 25, 1951.

8. There are no persons holding or claiming to hold liens upon or having or claiming to have any interest in possession or otherwise in the real estate or any part thereof except the parties hereto as hereinbefore stated.

9. The Petitioner herein has executed, filed herein and had approved by this court a bond in the penal sum of Two Thousand Dollars ($2,000.00) conditioned for the disposition of the proceeds of the sale of the real estate in the manner provided by law.

10. The court has jurisdiction of the subject matter hereof and the parties hereto.

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IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

A. Leave is given to EDWARD MAX STOHN as Executor of the Estate and of the Last Will and Testament of Max H. Stohn, Deceased, to sell the real estate hereinbefore described or so much thereof as may be necessary to pay the expenses of administration and the claims against the estate of the decedent.

B. The real estate shall be sold at private sale for cash for not less than One Thousand Dollars subject to the general taxes and special assessments now due or which may hereafter be assessed against said real estate.

ENTER:

BERT E. RATHJE
JUDGE

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LIBER 94 PAGE 236

Entered 4/21/53
JUDGE

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

IN THE PROBATE COURT OF DU PAGE COUNTY, ILLINOIS

IN THE MATTER OF THE ESTATE OF MAX H. STOHN, DECEASED Edward Max Stohn, as Executor of the Estate and Will of Max H. Stohn, Deceased Petitioner -vs- Edward Max Stohn, individually and Sylvia Zollinger Nebor, formerly Sylvia Zollinger Defendants	File 15381

REPORT OF SALE

TO THE HONORABLE JUDGE OF SAID COURT:

I, the undersigned, EDWARD MAX STOHN, as Executor of the Estate and Last Will and Testament of Max H. Stohn, deceased, hereby respectfully report:

1. By virtue of Decree entered by this Court on February 19, 1953 in the above entitled cause, I, being personally present, on the 20th day of April, 1953 sold for the sum of $1,000.00 in cash at private sale to A.M. Troesken, the real estate described in the Decree, described as follows:

The South 70 feet of the North 170 feet of the West 164 feet of Block 15 (except the West 30 feet thereof lying in Taylor Avenue, as shown on the Plat of the addition hereafter described) in E.W. Zander and Company's Addition to Glen Ellyn being a subdivision in Sections 11 and 14, Township 39 N., Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded Sept. 19, 1904 as Document 82550, in DuPage County, Illinois

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An undivided one-half of Block 15 (except the South 70 feet of the North 170 feet of the West 164 feet) (and except the West 30 feet thereof lying in Taylor Avenue, as shown on the plat of the addition hereafter described; except the North 30 feet thereof dedicated for Turner Avenue by Document No. 205384 and also except the East 50 feet of the West 378 feet of the South 330 feet thereof, as measured from the East line of Taylor Avenue, dedicated for Van Damin Avenue, by Document No. 226284) in E.W. Zander & Co's addition to Glen Ellyn, being a Subdivision in Sections 11 and 14 Township 39 North, Range 10E East of the Third Principal Meridian according to the Plat thereof recorded Sept. 19, 1904, as Document No. 62550 in DuPage County, Illinois

15 and 72/100ths acres near LENNOX PARK, Anne Arundel County, Maryland, assessed Index No. 12865 in the name of Max E. Stohn.

Grave Nos. 5 and 6 in Lot No. 423 in Forest Hills Cemetery in Glen Ellyn, DuPage County, Illinois.

The real estate was sold subject to all unpaid taxes and special assessments assessed or to be assessed against the real estate.

Previous to offering for sale all of the real estate, I offered for sale any part or portion thereof less than the whole, and I received no bid for any part or portion thereof less than the whole. Thereupon I offered for sale the whole of the premises.

2. The sale was in all respects honestly and impartially conducted in accordance with the terms of the decree entered by this Court on February 19, 1953. The sum so paid for the real estate was its fair value. I personally recommend and request that this Report be approved and the sale made be confirmed.

EDWARD MAX STOHN
Edward Manstohn, Executor of the Estate (S/S)
and Will of Max E. Stohn, deceased.

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

EDWARD MANSTOHN, being first duly sworn on oath deposes and says that he has read the above and foregoing Report of Sale by him subscribed, that he knows the contents thereof and that the same is true.

EDWARD MAX STOHN

SUBSCRIBED and SWORN to
before me this 20th day of
April A.D. 1953
Henry G. Hulbert
NOTARY PUBLIC
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF DU PAGE)

I, ROLLIN M. HALL, Clerk of the Probate Court in and for the County of DuPage and State of Illinois, Do Hereby Certify that the foregoing instruments are true, correct and complete copies of

Decree for Sale of Real Estate filed and entered February 19, A.D. 1953;

Report of Sale filed April 22, A.D. 1953 and approved May 7, A.D. 1953;

as fully as the same appear from the records and files of the Estate of MAX H. STOHN, deceased, now in my office remaining.

Witness my hand and the Seal of the said Probate Court at my office in the City of Wheaton, this 7th day of November, A.D. 1955.

COUNTY COURT DU PAGE COUNTY

Rollin M. Hall
Clerk of the Probate Court
of DuPage County, Illinois

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LIBER 94 PAGE 239

O R D E R

Upon the foregoing Petition, Affidavits and Consents, it is this 25th day of ~~November~~ January, 1956, ORDERED and DECREED by the Circuit Court for Anne Arundel County, Maryland, that the conveyance by deed, from Edward Max Stohn, Executor under the Will of Max H. Stohn, deceased, to A. (Anna) M. Troesken, and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 777, folio 193, conveying Lots 16, 17 and 20 in Lennox Park, Anne Arundel County, Maryland, does not now constitute a cloud upon the title of G. (GUSTAV) M. ROSS who is the grantee under a deed from the aforementioned A. (Anna) M. Troesken, spinster, grantor, conveying said Lots, 16, 17 and 20 in Lennox Park, said deed being recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 777, folio 196.

Benjamin Michaelson
JUDGE

Filed JAN 25 1956

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LIBER 94 PAGE 240

HAMPTON ROLAND BRADY CATHERINE BRADY, his wife Harwood, Maryland COMPLAINANTS	:	NO. 11,267 EQUITY
vs.	:	IN THE
LUCY R. SIMPSON Mitchellville, Maryland and WILLIAM HERBERT BRADY, minor Harwood, Maryland RESPONDENTS	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

BILL OF COMPLAINT FOR PARTITION

To the Honorable, the Judges of said Court:

The Bill of Complaint of Hampton Roland Brady and Catherine Brady, his wife, by Childs and Bald, their Solicitors, respectfully represents unto your Honors:

1. That on the 14th day of May, 1954, Robert S. Brady died intestate, seized and possessed of the following two tracts of land located in the First Election District of Anne Arundel County, Maryland, namely:

A. 42 acres of land, more or less, which are more particularly described in deed thereof from Ida Moreland, et al, to Robert S. Brady, dated December 22, 1916, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 133, folio 406.

B. 1 acre, 3 roods, 14 square perches of land more particularly described in deed thereof from James M. Munroe, Trustee, to Robert S. Brady, dated October 22, 1929, recorded among said Land Records in Liber F.S.R. No. 61, folio 322.

The above mentioned deeds are filed herewith and marked "Complainants' Exhibits #1 and #2", respectively.

2. That the said Robert S. Brady left surviving him, as his only heirs at law, his widow, Ida C. Brady, and eleven children, namely: Hampton Roland Brady, Joseph B. Brady, Samuel J. Brady, Katherine

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed 23. Feb. 1955

1

V. Laukman, Edward I. Brady, Gertie Louise Jackson, Robert E. Brady, Harrison Leroy Brady, Herman Theodore Brady, Lucy R. Simpson, all adults, and William Herbert Brady, a minor.

3. That by deed dated July 23, 1954, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 902, folio 478, all of the above mentioned heirs, with the exception of Lucy R. Simpson, conveyed their interest in said property unto Eugene M. Childs, Trustee, to immediately reconvey same unto your Petitioners, as tenants by entireties; [redacted] said deeds are filed herewith and marked "Complainants' Exhibits #3 and #4".

4. That although William Herbert Brady joined in said conveyance to Eugene M. Childs, Trustee, said joinder was ineffective to convey his interest in said land, in that he has not yet attained his majority.

5. That your Petitioners therefore hold an undivided 29/33 interest in said property, as tenants in common with the said Lucy R. Simpson and William Herbert Brady, who own, respectively, a 2/33 interest.

6. That the property is incapable of division, in kind, without loss or injury to the parties hereto, and a sale of the land and division of the proceeds would be to the benefit of the said minor, William Herbert Brady.

TO THE END, THEREFORE,

First, that this Honorable Court may decree a sale of the property of which the said Robert S. Brady died seized and possessed, and decree, as well, a division of the money arising from such sale among the parties hereto, according to their respective rights, and

Second, for such other and further relief as their cause may require.

Respectfully submitted.

Hampton Roland Brady
Hampton Roland Brady

Catherine Brady
Catherine Brady

CHILDS AND BALD

Eugene M. Childs
Eugene M. Childs
SOLICITORS FOR COMPLAINANTS
192 Duke of Gloucester Street
Annapolis, Maryland

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Z

LIBER 94 PAGE 242

FEE-SIMPLE DEED—Code—City or County.

This Deed, Made this Twenty second day of December

in the year one thousand nine hundred and Sixteen by Ida Moreland and Morris Moreland, her husband: Mattie Drury and Plummer Drury her husband: Gertrude Ireland and James W. Ireland, her husband: Wye Dorsey Brady and Emma Brady his wife, of the first part to Robert S. Brady, all of Anne Arundel County in the State of Marvland of the second part. -

Witnesseth, that in consideration of Five Dollars and other good and valuable considerations - the said parties of the first part -

do grant and convey unto the said party of the second part ----------

his heirs and assigns, in fee simple, all that tract or parcel of land situate, lying and being in the First District of Anne Arundel County and described as follows, that is to say:

Beginning for the same at a stone on the South-West corner of the farm marked "G. P. No. 11", standing at the end of the fourth line of the whole survey and run with the lines of the whole survey North 3° 24' East 66 and 4/5 perches to a post: thence South 85° 49' East 107 61/100 perches thence leave said outlines and run South 13° 30' West 66 51/100 perches to a post in the fourth line of the whole survey and on the North side of a small branch: thence run with said 4th line North 86° 45' West 96 perches to the beginning.

11,267 Eq Brady - Brady et al

EXAMINER'S EXH 1. E/Mawaus Examiner

COMPLAINANTS' EXHIBIT #1

3 Refiled 15 July, 1955 Filed 23 Feb. 1955

(Containing and laid out for forty-two (42) Acres of land, more or less). -

Being Lot No. 1 in the Division of the Real Estate of Samuel Brady, deceased, situate, lying and being in the First District of Anne Arundel County aforesaid , -

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

To have and to hold the said tract of land and premises and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Robert S. Brady his heirs and assigns forever ~~in fee simple~~.

And the said parties of the first part ----------

hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land and premises as may be requisite.

Witness the hands and seals of said grantors. Ida Moreland (seal)

TEST:

John Shepherd

Morris Moreland (SEAL)

Mattie Drury (seal)

Plummer Drury (SEAL)

Gertrude Ireland (seal)

James N. Ireland (seal)

Wye Porsy Brady (seal)

Emma Brady (seal)

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LIBER 94 PAGE 245

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 22d day of December in the year one thousand nine hundred and sixteen before me, the subscriber, a Justice of the Peace of the State of Maryland, in and for the County aforesaid aforesaid, personally appeared Ida Moreland and Morris Moreland her husband Mattie Drury and Plummer Drury, her husband, Gertrude Ireland and James W. Ireland her husband, Wye Dorsey Brady and Emma Brady his wife and they acknowledged the foregoing Deed to be their act.

John Shepherd
Justice of the Peace

DEED

FROM

Ida Moreland and Morris Moreland her husband and others

TO

Robert S. Brady

Block No.

Received for Record 8 Jan, 1917, at 9 o'clock M. Same day recorded in Liber G.W. No. 133 Folio 406 &c., one of the Land Records of Anne Arundel Co. and examined per Geo. Wells Clerk.

Cost of Record, $2.75 pmt

The Daily Record Print, Baltimore, Md.

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THIS DEED, Made this 22nd day of October in the year Nineteen hundred and twenty-nine, by JAMES M. MUNROE, Trustee, of the first part, and ROBERT BRADY of the second part, all of Anne Arundel County, Maryland, witnesseth,

WHEREAS, By decree of the Circuit Court for Anne Arundel County passed on the 11th of August 1928, in a case in said Court depending wherein the Farmers National Bank of Annapolis is plaintiff and Louise Dixon, et al, are defendants, same being No. 5403 Equity, the said James M. Munroe was appointed Trustee to sell the real estate in the proceedings mentioned, and

WHEREAS, In execution of the power in him vested by the said decree the said James M. Munroe, as Trustee, did sell unto Robert Brady, party of the second part, on the 30th of August 1929, at public sale, the property hereinafter mentioned and described, at and for the sum of one hundred sixty dollars ($160.00), which said sale has been duly reported to and ratified by the Circuit Court for Anne Arundel County, as will appear by reference to the proceedings in the above entitled case, and

WHEREAS, The purchaser has paid the purchase money for said property and is now entitled to receive a deed for same.

NOW, THEREFORE, In consideration of the premises and the payment of said purchase money the said James M. Munroe, Trustee, doth by these presents grant and convey unto the said party of the second part, his heirs and assigns, all the right, title, interest, and estate of all the parties to the aforesaid cause in and to the following property, namely, all that lot of ground laid down on the plat of the property of Hugh O'Neill filed in this case, made by John Shepherd, Surveyor, in August 1928, and thereon described as Lot No. Three (3) consisting of one (1) acre, three (3) roods, fourteen (14) square perches of land, and described as follows, to wit:

BEGINNING for said lot at a fence post in the first line of Lot No. Two, as laid down on said plat, said post a

11,267 Eq, Brady v Brady et al
EXAMINER'S EXH. 2
E/Clawans
Examiner

COMPLAINANTS' EXHIBIT #2

Refiled 15 July, 1955. Filed 23 Feb. 1955.

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corner boundary of the lands of Robert Brady and run from said post and with the lands of Robert Brady, South 85° 4' East 62.47 perches to a peg in the County Road leading from Mt. Pleasant to Mt. Zion, thence with said road North 73° 30' West 36.1 perches to a peg, thence due West 27.16 perches to a post at the end of the first line of Lot No. Two, thence leave said road and run with Lot No. Two reversely South 4° 9' East 4.96 perches to the place of beginning.

BEING part of the property conveyed to Hugh O'Neill by John G. Rogers and wife, by deed dated October 28th, 1895, recorded among the Land Records of Anne Arundel County in Liber J.C.B. No. 4, folio 437, etc.

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 property unto and to the proper use and benefit of the party of the second part, his heirs and assigns, in fee simple.

WITNESS the hand and seal of said Trustee.

Test:
Mary Elizabeth Brown

James M. Munroe (Seal)
TRUSTEE

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 22nd day of October in the year Nineteen hundred and twenty-nine, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared JAMES M. MUNROE, Trustee and acknowledged the aforegoing deed to be his act.

As witness my hand and seal Notarial.

Mary Elizabeth Brown
Notary Public

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Ex.

LIBER 94 PAGE 248

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

H. Harry Arnold,
Clerk.

TAXES PAID
C. A. HOWARD
TREAS.
CA.

DEED

JAMES M. MUNROE,
Trustee

to

ROBERT BRADY

1 acre, 3 roods, 14 square perches of land in 1st Elec. Dist. of A.A.Co., formerly belonging to Hugh O'Neill.

Received for Record 22 day of Oct 1929 at 1-30 o'clock and same day recorded in Liber F. S. R., No. 61 Fol 322 Land Records of Anne Arundel County

FRANK S. REVELL, Clerk.

JAMES M. MUNROE
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND.

$ 2.25 Paid

No Title Examination
Childs and Bald

LIBER 94 PAGE 249

THIS DEED, Made this 23rd day of July, in the year Nineteen hundred fifty-four, by and between IDA C. BRADY, widow, JOSEPH B. BRADY and DOROTHY C. BRADY, his wife, SAMUEL J. BRADY and CLARA S. BRADY, his wife, ~~LUCY R. SIMPSON and MAURICE SIMPSON, her husband,~~ KATHERINE V. LAUKMAN and WILLIAM LAUKMAN, her husband, EDWARD I. BRADY and RITA BRADY, his wife, GERTIE LOUISE JACKSON and HAROLD JACKSON, her husband, ROBERT EARL BRADY, single, HERMAN THEODORE BRADY, single, HARRISON LEROY BRADY, single, WILLIAM HERBERT BRADY, single, and HAMPTON ROLAND BRADY and CATHERINE BRADY, his wife, hereinafter referred to as Grantors, and EUGENE M. CHILDS, TRUSTEE, as hereinafter mentioned, and referred to as Grantee,

WITNESSETH, That for and in consideration of the premises and the sum of one dollar, receipt whereof is hereby acknowledged, the said Grantors, by these presents, do grant and convey unto the said Grantee, in trust, for the purpose of immediately reconveying the property hereinafter described to Hampton Roland Brady and Catherine Brady, his wife, as tenants by entireties, and to the survivor of them, his, her, or their heirs and assigns, in fee simple, the following property, to wit:

ALL THOSE two tracts or parcels of land situate, lying and being in the First Election District of Anne Arundel County, Maryland, namely:

1. 42 acres of land, more or less, which are more particularly described in the deed thereof from Ida Moreland, et al, to Robert S. Brady, dated December 22, 1916, recorded among the Land Records of Anne Arundel County in Liber G.W. No. 133, folio 406.

2. 1 acre, 3 roods, 14 square perches of land more particularly described in the deed thereof from James M. Munroe, Trustee, to Robert Brady, dated October 22, 1929, recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 61, folio 322.

BEING the same property of which the said Robert S. Brady died seized and possessed, intestate, May 14, 1954, leaving surviving him, as his only heirs at law, his widow and children, namely: Ida C. Brady, Joseph B. Brady, Samuel J. Brady, Lucy R. Simpson, Katherine V. Laukman, Edward I.

11,267 Eq. - Brady v Brady et al
EXAMINER'S EXH. 3. E Clowans
COMPLAINANTS' EXHIBIT #3
Refiled 15 July, 1955. Filed 23 Feb 1955

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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Brady, Gertie Louise Jackson, Robert Earl Brady, Herman Theodore Brady, Harrison Leroy Brady, William Herbert Brady, and Hampton Roland Brady, all party Grantors.

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

TO HAVE AND TO HOLD said land and premises hereby conveyed, unto and to the said Eugene M. Childs, in trust, for the purpose of immediately reconveying the property hereinbefore described to Hampton Roland Brady and Catherine Brady, his wife, as tenants by entireties, and to the survivor of them, his, her, or their heirs and assigns, in fee simple.

WITNESS the hands and seals of the said Grantors.

Test:

Wilhelmina P. Hopkins

Eugene M. Childs

Calvin H. Boyer

Leonard G. Andrzejewski

Wilhelmina P. Hopkins

Leonard G. Andrzejewski

Thomas R. Moreland

Ida C. Brady (SEAL)
Ida C. Brady

Joseph B. Brady (SEAL)
Joseph B. Brady

Dorothy C. Brady (SEAL)
Dorothy C. Brady

Samuel J. Brady (SEAL)
Samuel J. Brady

Clara S. Brady (SEAL)
Clara S. Brady

(SEAL)
Lucy R. Simpson

(SEAL)
Maurice Simpson

Katherine V. Laukman (SEAL)
Katherine V. Laukman

William Laukman (SEAL)
William Laukman

Edward I. Brady (SEAL)
Edward I. Brady

Rita Brady (SEAL)
Rita Brady

Gertie Louise Jackson (SEAL)
Gertie Louise Jackson

Harold Jackson (SEAL)
Harold Jackson

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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Test:

Eugene M. Childs — Robert Earl Brady (SEAL)
Robert Earl Brady

Eugene M. Childs — Herman Theodore Brady (SEAL)
Herman Theodore Brady

Thomas J. Kennedy — Harrison Leroy Brady (SEAL)
Harrison Leroy Brady

Eugene M. Childs — William H. Brady (SEAL)
WilliamHerbert Brady

Eugene M. Childs — Hampton Roland Brady (SEAL)
Hampton Roland Brady

Calvin H. Boyer — Catherine Brady (SEAL)
Calvin H. Boyer — Catherine Brady

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 23" day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared IDA C. BRADY, widow, and EDWARD I. BRADY, and they acknowledged the aforegoing deed to be their respective act.

As witness my hand and seal Notarial.

Wilhelmina P. Hopkins Notary Public

STATE OF MARYLAND, BALTIMORE CITY, To Wit:

I hereby certify that on this 23rd day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said City, personally appeared RITA BRADY, wife of Edward I. Brady, and KATHERINE V. LAUKMAN and WILLIAM LAUKMAN, her husband, and they acknowledged the aforegoing deed to be their respective act.

As witness my hand and seal Notarial.

Leonard G. Andrzejewski Notary Public
Commission expires May 7 1955

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 26th day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared JOSEPH B. BRADY and DOROTHY C. BRADY, his wife; [redacted] ROBERT EARL BRADY, single; WILLIAM HERBERT BRADY, single; [redacted] and they acknowledged the aforegoing deed to be their respective act.

As witness my hand and seal Notarial.

Eugene M. Childs Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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LIBER 94 PAGE 252

STATE OF MARYLAND, PRINCE GEORGE COUNTY, To Wit:

I hereby certify that on this day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared LUCY R. SIMPSON and MAURICE SIMPSON, her husband, and they acknowledged the aforegoing deed to be their respective act.

As witness my hand and seal Notarial.

Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 9 day of ~~July~~ Aug., 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared GERTIE LOUISE JACKSON and HAROLD JACKSON, her husband, and they acknowledged the aforegoing deed to be their respective act.

As witness my hand and seal Notarial.

Thomas R. Moreland Notary Public

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 28 day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared SAMUEL J. BRADY and CLARA S. BRADY, his wife, and HAMPTON ROLAND BRADY and CATHERINE BRADY, his wife, and they acknowledged the aforegoing deed to be their respective act.

As witness my hand and seal Notarial.

Calvin H. Boyer Notary Public

WITH THE ARMED FORCES OF THE UNITED STATES

AT Camp Chickamauga, Beppu, Kyushu, Japan SS:

I hereby certify that on this 27th day of November, 1954, before me, the undersigned, a Commissioned Officer in the active service of the United States Army personally appeared HERMAN THEODORE BRADY, single, and he acknowledged the aforegoing deed to be his act, said Herman Theodore Brady serving in the armed forces of the United States. As witness my hand on the day aforesaid.

Thomas J Kennedy
THOMAS J KENNEDY, Captain
Name and rank

45 West 54 St. New York City, N.Y
Permanent address

Svc Co, 187th Abn RCT APO 51
Unit to which attached

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 5th day of November, 1954, before me,

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared HARRISON LEROY BRADY, single, and he acknowledged the aforegoing deed to be his act.

As witness my hand and seal Notarial.

Eugene M. Childs Notary Public

Recorded: Feb. 11, 1955 at 1.50 P.M.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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6300.00 I 7.15

LIBER 94 PAGE 254

TAXES PAID TO DEC. 31. 1955

IDA C. BRADY, widow
ET AL

to

EUGENE M. CHILDS,
TRUSTEE

Land in 1st Election District, Anne Arundel County, Maryland to be conveyed to Hampton Roland Brady and wife

Received for Record 11 Day of Feb. 1955 at 1.50 P.M. and the same day recorded in Liber J. H. H., No 902 Fol. 478 Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

Pk 7.50

CHILDS and BALD
ATTORNEYS AT LAW
192 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MD.

LIBER 902 PAGE 483

LIBER 94 PAGE 255

No Stamps Required

THIS DEED, Made this 1st day of December , in the year Nineteen hundred fifty-four, by and between EUGENE M. CHILDS, TRUSTEE, hereinafter referred to as Grantor, and HAMPTON ROLAND BRADY and CATHERINE BRADY, his wife, hereinafter referred to as Grantees,

WITNESSETH, That for and in consideration of the sum of one dollar, and in execution of the trust and confidence reposed in him by deed from Ida C. Brady, et al, dated July 23, 1954, and recorded among the Land Records of Anne Arundel County, immediately prior hereto, the said Grantor, by these presents, does grant and convey unto the said Grantees, as tenants by entireties thereof, and to the survivor of them, his, her, or their heirs and assigns, in fee simple, the following property, to wit:

ALL those two tracts or parcels of land situate, lying and being in the First Election District of Anne Arundel County, Maryland, namely:

1. 42 acres of land, more or less, which are more particularly described in the deed thereof from Ida Moreland, et al, to Robert S. Brady, dated December 22, 1916, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 133, folio 406.

2. 1 acre, 3 roods, 14 square perches of land more particularly described in deed thereof from James M. Munroe, Trustee, to Robert Brady, dated October 22, 1929, recorded among the Land Records of said County in Liber F.S.R. No. 61, folio 322.

BEING the same property conveyed to said Grantor by Ida C. Brady, widow, et al, only heirs at law of Robert S. Brady, deceased, by deed dated July 23, 1954, recorded among said Land Records immediately prior hereto.

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

TO HAVE AND TO HOLD said land and premises hereby conveyed, unto and to the proper use and benefit of said Grantees, as tenants by entireties thereof, and to the survivor of them, his, her, or their heirs

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

11,267 Eq Brady v Brady et al
EXAMINER'S EXH 4 E/Cowan Examiner.
COMPLAINANTS' EXHIBIT #4

Refiled 15 July, 1955. Filed 23 Feb. 1955.

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and assigns, in fee simple.

WITNESS the hand and seal of said Grantors.

Test:

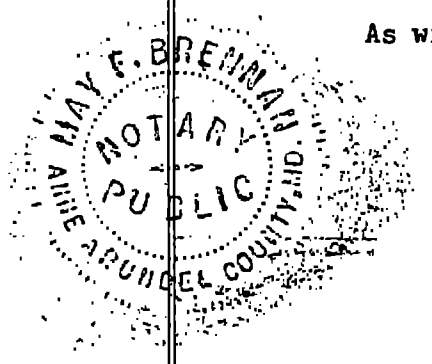
Eugene M. Childs (SEAL)
Eugene M. Childs TRUSTEE

May F. Brennan
May F. Brennan

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, To Wit:

I hereby certify that on this 1st day of December , 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared EUGENE M. CHILDS, TRUSTEE, and he acknowledged the aforegoing Deed to be his act.

As witness my hand and seal Notarial.



May F. Brennan
May F. Brennan Notary Public

Recorded: Feb. 11, 1955 at 1.50 P.M.

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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LIBER 94 PAGE 257

TAXES PAID DEED
DEC. 31, 1955

EUGENE M. CHILDS,
TRUSTEE

to

HAMPTON ROLAND BRADY
CATHERINE BRADY,
his wife

Land in 1st Election District
of Anne Arundel County, Md.

Received for Record 11 Day
of Feb 1955 at 1.50 P M
and the same day recorded in Liber
J. H. H., No 902 Fol 483, Land
Records of Anne Arundel County
JOHN H. HOPKINS, 3rd Clerk

Pd. 2.50

CHILDS and BALD
ATTORNEYS AT LAW
192 DUKE OF GLOUCESTER STREET
ANNAPOLIS, MD.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

HAMPTON ROLAND BRADY and CATHERINE BRADY, his wife,	:	
Complainants,	:	
- vs -	:	EQUITY NO.11,267
LUCY R. SIMPSON and WILLIAM HERBERT BRADY, minor,	:	
Respondents.	:	

ANSWER OF RESPONDENT LUCY R. SIMPSON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The respondent, Lucy R. Simpson, answering the bill of complaint exhibited herein against her, says:

That she admits the allegations contained in said bill of complaint.

And further answering said bill of complaint, said respondent says that on the 25th day of March, 1955, and subsequent to the filing of the bill of complaint herein, she conveyed to the complainants herein all her right, title and interest in and to the real estate mentioned in said bill of complaint, and which is the subject matter of this suit, by deed executed jointly with her husband, Maurice Simpson, and that she has no further interest in said proceeding.

And having fully answered said bill of complaint, said respondent Lucy R. Simpson prays to be hence dismissed.

AND AS IN DUTY BOUND, etc.

A. Gwynn Bowie
Solicitor for Lucy R. Simpson
Upper Marlboro, Maryland

Lucy R. Simpson
Lucy R. Simpson
Respondent

I hereby certify that I have, this 25th day of March, 1955, served a copy of the above answer on Eugene M. Childs, Esq., of

Filed 28 Mar. 1955.

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counsel for complainants, by mailing same, postage prepaid, to his office address, 192 Duke of Gloucester Street, Annapolis, Maryland.

A. Gwynn Bowie

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LIBER 94 PAGE 260

HAMPTON ROLAND BRADY CATHERINE BRADY, his wife COMPLAINANTS	:	NO. 11,267 EQUITY
vs.	:	IN THE
LUCY R. SIMPSON WILLIAM HERBERT BRADY RESPONDENTS	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

PETITION TO APPOINT GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

The Petition of Hampton Roland Brady and Catherine Brady, his wife, by Childs and Bald, their Solicitors, respectfully represents unto your Honors:

1. That the minor, William Herbert Brady, has been duly served and summoned, in these presents, but being a minor can neither admit nor deny the allegations of the Bill of Complaint, since he has no legally appointed Guardian.

2. That the Respondent, Lucy R. Simpson, has filed her Answer, in these presents, admitting the allegations contained in the Bill of Complaint.

WHEREFORE, your Petitioners pray that a Guardian ad litem may be appointed on behalf of the minor, William Herbert Brady, and that he be directed to appear and file his answer, in these presents.

Respectfully submitted.

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs
SOLICITORS FOR COMPLAINANTS

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed 30 Mar. 1955

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LIBER 94 PAGE 261

HAMPTON ROLAND BRADY CATHERINE BRADY, his wife COMPLAINANTS	:	NO. 11,267 EQUITY
vs.	:	IN THE
LUCY R. SIMPSON WILLIAM HERBERT BRADY RESPONDENTS	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

ORDER

ORDERED this 30th day of March, 1955, upon the aforegoing Petition that George J. Crowley be, and he is hereby appointed Guardian ad litem for the Respondent, William Herbert Brady, and he is hereby directed to file an Answer to the Bill of Complaint, on behalf of said minor.

Benjamin Michaelson
Benjamin Michaelson JUDGE

Filed 30 Mar. 1955.

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HAMPTON ROLAND BRADY CATHERINE BRADY, his wife Complainants	:	NO. 11,267 EQUITY
vs.	:	IN THE CIRCUIT COURT
LUCY R. SIMPSON WILLIAM HERBERT BRADY Respondents	:	FOR ANNE ARUNDEL COUNTY

ANSWER OF GUARDIAN AD LITEM

To the Honorable, the Judges of said Court:

Now comes George J. Crowley, guardian ad Litem for William Herbert Brady, and in answer to the Bill of Complaint exhibited against the said Brady, says:

1. That this Defendant, being an infant, can neither admit nor deny the allegations contained in said Bill of Complaint, and therefore submits his cause to the protection of this Honorable Court.

And as in duty bound.

George J. Crowley.
George J. Crowley
Guardian ad Litem

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Filed 6 July, 1933.

HAMPTON ROLAND BRADY and CATHERINE BRADY, his wife,	:	IN
Plaintiffs,	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
LUCY R. SIMPSON and WILLIAM HERBERT BRADY, minor,	:	No. 11,267 Equity
Defendants.	:	

::::::::::

TESTIMONY ON BEHALF OF THE PLAINTIFFS

July 7, 1955

Present:

Mr. Eugene M. Childs, Solicitor for Plaintiffs.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Hampton Roland Brady, pages 2, 3, 4.

William H. Riley, pages 5, 6.

Edward N. C. Bradley, page 6, 7.

William Herbert Brady, pages 7, 8.

Ida C. Brady, page 8.

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Refiled 15 July, 1955.

Hampton Roland Brady, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. State your name and address.

A. Hampton Roland Brady, Lothian, Maryland.

2. Are you one of the complainants in this case?

A. Yes.

3. Catherine Brady is your wife?

A. Yes.

4. Who is Lucy R. Simpson?

A. My sister.

5. Who is William Herbert Brady?

A. My brother.

6. Your sister, Lucy R. Simpson, has filed her answer in this case, alleging that she and her husband have conveyed all of her right, title and interest in the property which is the subject matter of these proceedings to you and your wife; is that correct?

A. Yes.

7. I show you a deed dated 23 July 1954 from Ida C. Brady, widow, et al. to Eugene M. Childs, Trustee, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 902, folio 478 and ask you if that is the deed to the property which is the subject matter of this proceeding? (EXAMINER'S EXH. 3)

A. Yes it is.

8. Who is Ida C. Brady?

A. My mother.

9. Who are Joseph B. Brady and Dorothy C. Brady, his wife?

A. My brother and his wife.

10. Who are Samuel J. Brady and Clara S. Brady, his wife?

A. My brother and his wife.

11. Who are Katherine V. Laukman and William Laukman, her husband?

A. My sister and her husband.

12. Who are Edward I. Brady and Rita Brady, his wife?

A. My brother and his wife.

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13. Who are Gertie Louise Jackson and Harold Jackson, her husband?

A. My sister and her husband.

14. Who is Robert Earl Brady, single, and Herman Theodore Brady, single?

A. My brothers.

15. Who is Harrison Leroy Brady, single?

A. My brother.

16. Who is William Herbert Brady, single?

A. My brother.

17. Are they all of your living brothers and sisters?

A. Yes.

18. Are they all of age?

A. All except William Herbert Brady.

19. The property described in the deed, was that vested in your father at the time of his death?

A. Yes.

20. Did all of these parties convey their interest to you?

A. Yes.

21. What was the amount that you paid for their interest?

A. $700.00 each.

22. To each brother and sister?

A. Yes.

23. What are you willing to pay your brother, William Herbert Brady in the event Court decrees a sale of this/property to you? share of the

A. Whatever the Court decrees is his share of the property.

24. Is the property capable of being divided without injury to the parties in interest?

A. It would be impossible to divide it.

25. What was the date of your father's death?

A. May 14, 1954.

26. Did he leave any Will?

A. No.

27. Has his estate been administered in the Orphans' Court for Anne Arundel County?

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A. Yes.

28. Has Notice to Creditors been published?

A. Yes.

29. Did your father have any other children who died before him?

A. One child died when she was a baby.

30. Were there any other children who died?

A. No.

31. What does the property consist of?

A. Forty--three acres.

Mr. Childs: I would like to offer the following deeds in evidence which have been filed with the Bill of Complaint as ~~Examiners~~ Complainants' Exhibits.

1. Deed dated 22 December 1916 from Ida Moreland, et al. to Robert S. Brady, recorded among the Land Records of Anne Arundel County in Liber G.W. No.133, folio 406. (MARKED EXAMINER'S EX. 1)

2. Deed dated 22 October 1929 from James M. Munroe, Trustee, to Robert Brady, recorded in Liber F.S.R. No. 61, folio 322. (MARKED EXAMINER'S EX. 2)

3. Deed dated 23 July 1954 from Ida C. Brady, widow, et al to Hampton Roland Brady and wife, recorded in Liber J.H.H. No. 902, folio 478. EXAMINER'S EXH-3

4. Deed dated 1 December 1954 from Eugene M. Childs, Trustee, to Hampton Roland Brady and wife, recorded in Liber J.H.H. No. 902, folio 483. EXAMINER'S EXH-4

(Mr. Klawans)

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

Hampton Roland Brady
Hampton Roland Brady

4.

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

(Mr. Childs)

1. Will you state your name and address?

A. William H. Riley 211 N. Fort Meade Road, Linthicum Hts., Md.

2. What is your occupation?

A. Supervisor of Assessments for Anne Arundel County.

3. Are you a qualified appraiser?

A. I have been certified a qualifier appraiser by the National Association for Qualified Appraisers.

4. Are you familiar with property values in Anne Arundel County?

A. Yes.

5. At my request, did you appraise property formerly owned by Robert S. Brady now owned by Hampton Roland Brady and wife and Wm. Herbert Brady located in the First Election District of Anne Arundel County?

A. I did.

6. Will you describe the property?

A. The land is forty-three and three quarters acres, situated on the western side of Mt. Zion Road; it has a frame house with no modern conveniences such as bath and central heating. There are two barns, stock and tobacco, which are in fair condition. There is a small corn house and small shed near the house. Nearly all of the land with the exception of a small meadow running through the property is good, tillable land. I value it at $8500.00, based on analysis of sales in the general area the past three to four years.

7. In your opinion is this property capable of partition in kind, among the parties to this proceeding, without loss or damage to either of them?

A. No.

8. Why?

A. Because of the fact that there is the dwelling house which could not be divided; the barns are only suitable for one

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small farm such as this.

9. Is it to the best interest and advantage of the infant that his share of the property be sold?

A. If he got his share of the proceeds of the sale, it would be more to his advantage than a small piece of the farm.

10. In your opinion, would you say $700.00 would be a fair price to pay for the infant's share of the property?

A. I would say $$700.00 would be a fair price for his share.

(Mr. Klawans)

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

William H. Riley

William H. Riley

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

(Mr. Childs)

1. Will you state your name and address?

A. Edward N. C. Bradley, 24 Crain Highway, Glen Burnie, Md.

2. What is your occupation?

A. Transfer Clerk for Anne Arundel County.

3. What has been your experience in appraising property in Anne Arundel County?

A. I have been appraising property for about twelve years for private individuals, banks, building associations, and numerous estates.

4. At my request, did you appraise the property which is the subject of this proceeding?

A. I did.

5. You heard Mr. Riley's description of the property, was that an accurate description?

A. It was very well described.

6. What in your opinion is the fair market value of the property?

A. $8500.00.

7. Is the property susceptible of partition in kind among the parties in interest without loss or damage to them?

A. I don't believe it can be divided.

8. Why?

A. The situation of the location would be impossible to divide it where this young man would get any good out of it.

9. Would you feel $700.00 would be fair compensation to the minor for his interest?

A. I think it is.

10. Would it be to the best interest and advantage to the minor to sell his interest?

A. It would.

(Mr. Klawans)

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

Edward N. C. Bradley
Edward N. C. Bradley

William Herbert Brady, a witness in his own behalf, having been duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address?

A. William Herbert Brady, Harwood, Maryland.

2. Are you named as respondent in this suit?

A. Yes.

3. How old are you?

A. Twenty.

4. Are you acquainted with this proceeding?

A. Yes.

5. Would you feel you would be adequately compensated if the Court would permit your share to be sold for $700.00?

A. Yes.

6. You are willing to have it go through under these circumstances?

A. Yes.

(Mr. Klawans)

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

William Herbert Brady
William Herbert Brady

Ida C. Brady, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Childs)

1. Will you state your name and address?

A. Ida C. Brady, Harwood, Maryland.

2. I show you this deed marked Complainant's Ex. 3 and ask you if they are all of the heirs of your husband, Robert S. Brady, named in the deed with the exception of Lucy R. Simpson?

A. Yes.

3. Did your husband leave any children of deceased children?

A. No.

4. Are you acquainted with the property which is the subject of this proceeding?

A. Yes.

5. Do you feel $700.00 which your son has offered for William Herbert's share would be fair and reasonable for him?

A. That's right.

(Mr. Klawans)

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

Ida C Brady
Ida C. Brady

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

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

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00
K.H.MCC. $8.00
Pd 7/13/55 K.H.M.C.C.

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LIBER 94 PAGE 272

HAMPTON ROLAND BRADY CATHERINE BRADY, his wife	:	NO. 11,267 EQUITY
	:	IN THE
Complainants		
vs.	:	CIRCUIT COURT
LUCY R. SIMPSON WILLIAM HERBERT BRADY	:	FOR
	:	
Respondents		ANNE ARUNDEL COUNTY

SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

There being no further testimony to be taken, this case is hereby submitted to your Honors for Decree.

CHILDS AND BALD

Eugene M. Childs

Eugene M. Childs
Solicitors for Complainants

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

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Filed 26 July, 1955.

HAMPTON ROLAND BRADY CATHERINE BRADY, his wife	:	NO. 11, 267 EQUITY
Complainants	:	IN THE CIRCUIT COURT
vs.	:	FOR
LUCY R. SIMPSON WILLIAM HERBERT BRADY	:	
Respondents		ANNE ARUNDEL COUNTY

DECREE OF COURT

This cause having been submitted for Decree, the proceedings herein were read and considered.

It appearing that the property which is the subject of this cause is incapable of partition in kind, among the parties hereto, and that the interests of the minor, William Herbert Brady, will be best served by the sale of his interest therein, and it further appearing that $700.00 is a fair price for said interest,

It is thereupon this 26th day of July, 1955, ADJUDGED, ORDERED AND DECREED by the Circuit Court for Anne Arundel County, in Equity, that the interest of the minor, William Herbert Brady, be hereby sold to Hampton Roland Brady and Catherine Brady, his wife, and Eugene M. Childs is hereby appointed Trustee to convey all the right, title, interest and estate of the infant Respondent, William Herbert Brady, in and to said property in accordance with the terms and provisions herein below set forth.

The Trustee, before executing the power conferred upon him by this Decree, shall file with the Clerk of this Court, a bond to the State of Maryland and executed by himself, and a surety or sureties to be approved by this Court in the penalty of One Thousand dollars conditioned upon the faithful performance of the trust reposed in him by this Decree, or to be reposed in him by any future Decree or Order in these proceedings.

And upon payment of the sum of $700.00 by the said Hampton Roland Brady and Catherine Brady, to the said Trustee, the Trustee shall convey the infant Respondent's interest in and to said property to the purchasers by a good and sufficient deed, and shall thereafter bring into this Court the money arising from said sale to be distributed under the direction of this Court after the deduction of all costs of this suit.

Benjamin Michaelson

Benjamin Michaelson Judge

Filed 26 July, 1955.

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LIBER 94 PAGE 274

Trustee's Bond

No. 11,267 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Eugene M. Childs

.....as principal,

and Hartford Accident and Indemnity Company a corporation of the State of Connecticut, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of One thousand and 00/100 ($1,000.00) Dollars, current money, to be paid to the 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 27th day of July

.....in the year of our Lord one thousand nine hundred and fifty-five

WHEREAS, the above bounden Eugene M. Childs

by virtue of a decree of the Honorable the Judges of the Orphans' Court of Anne Arundel County, has been appointed trustee to sell real estate

.....

mentioned in the proceedings in the case of Hampton Roland Brady and Catherine Brady, his wife

vs.

William Herbert Brady et al

now pending in said Court.

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Eugene M. Childs

do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the permises, 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

Betty Jo Hall

Eugene M. Childs [SEAL]

[SEAL]

Hartford Accident and Indemnity Company [SEAL]

By: Joseph D. Lazenby, Atty-in-fact [SEAL]

State of Maryland, Anne Arundel County, sct.:

KNOW ALL MEN BY THESE PRESENTS: That the

.....a corporation of the State of

does hereby constitute and appoint

.....

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Orphans' Court of Anne Arundel County, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said

duly affixed by its Vice-President and attested by its Assistant Secretary, this

day of , 19 .....

.....

ATTEST: By:

Vice-President

.....

Assistant Secretary

I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney. , 19

.....

Assistant Secretary

Approved this 1 Aug., 1955.
George T. Crothwell, Clerk.
Filed 1 Aug., 1955.

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LIBER 94 PAGE 275

HAMPTON ROLAND BRADY et al	:	NO. 11,267 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
WILLIAM HERBERT BRADY et al	:	ANNE ARUNDEL COUNTY

REPORT OF SALE

To the Honorable, the Judges of said Court:

The Report of Sale of Eugene M. Childs, Trustee, respectfully shows:

That the Respondent, Lucy R. Simpson, together with her husband, Maurice Simpson, by their deed dated March 25, 1955, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 912, folio 404, conveyed all their right, title, interest and estate in and to the property described in these proceedings to Hampton Roland Brady and Catherine Brady, his wife, leaving the interest of the infant Respondent, William Herbert Brady, to be sold under these proceedings.

That pursuant to Decree of this Honorable Court dated July 26, 1955, your Orator was appointed Trustee to convey to the said Hampton Roland Brady and Catherine Brady, his wife, all the right, title, interest and estate of the said infant Respondent, William Herbert Brady, in and to the property described in these proceedings, at and for the sum of Seven hundred dollars ($700.00).

That your Orator having filed his Bond, as required by said Decree, is now ready to execute a deed to the said Hampton Roland Brady and wife, after publication of Order Nisi and ratification of said sale by this Honorable Court.

Respectfully submitted.

Eugene M. Childs

Eugene M. Childs TRUSTEE

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

Filed 16 Aug., 1955

36

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 said County, personally appeared EUGENE M. CHILDS, TRUSTEE, 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.

Elizabeth B. Basil

Elizabeth B. Basil Notary Public

CHILDS AND BALD
ATTORNEYS AT LAW
ANNAPOLIS, MD.

37

LIBER 94 PAGE 277

ORDER NISI

Hampton Roland Brady
Catherine Brady, his wife

versus

Lucy R. Simpson and
William Herbert Brady, minor

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,267 Equity

Ordered, this 16 day of August, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Trustee~~s~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 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 19 day of September next.

The report states that the amount of sale ~~xxxx~~ $ 700.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 16 Aug., 1955.

(Final Order)

Hampton Roland Brady
Catherine Brady, his wife

versus

Lucy R. Simpson and
William Herbert Brady, minor

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 21st day of September, 1955, that the sale made and reported by the Trustee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 21 Sept., 1955.

38

LIBER 94 PAGE 278

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,267 Equity
HAMPTON ROLAND BRADY, CATHERINE BRADY, His Wife
Vs.
LUCY R. SIMPSON And WILLIAM HERBERT BRADY, Minor.

Ordered, this 16th day of August, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Eugene M. Childs, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of September next.

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

GEORGE T. CROMWELL, Clerk.

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

8-8

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., Sept. 19, 1955

We hereby certify, that the annexed

Order Nisi - Eq. 11267
"Sale"
Hampton Roland Brady

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of September, 1955 The first insertion being made the 18th day of August, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By Lillie L. French

M. G. 9217

39

Filed 19 Sept., 1955

LIBER 94 PAGE 279

In the Case of

Hampton Roland Brady

and

Catherine Brady, his wife

vs.

Lucy R. Simpson

and

William Herbert Brady, minor

In the

Circuit Court

For

Anne Arundel County

No. 11,267 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 21, 1955

All of which is respectfully submitted.

Laura R. Jicklin

Auditor.

Filed 25 Oct., 1955

40

Dr. Hampton Roland Brady and Catherine Brady, his wife, vs. Lucy R. Simpson and William Herbert Brady, minor — in ac.

To Trustee for Commissions, viz:	45	00	45	00
To Trustee for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Defendants' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	52	00		
Jos. W. Alton, Jr. - Sheriff's costs	2	90		
George J. Crowley - Guardian ad Litem's fee	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	7	00		
Auditor - stating this account	13	50	109	40
To Trustee for Expenses, viz:				
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Hartford Accident & Indemnity Co. - bond premium	10	00		
William H. Riley and Edward N. C. Bradley- appraisal and testimony	30	00		
Federal documentary stamps	1	10		
State documentary stamps	1	10		
Clerk of Court - recording papers in #75 Judicials, October Term, 1927 - Farmers National Bank vs. Florence O'Neill	4	75		
Elizabeth B. Basil - notary fee		50	61	45
To William Herbert Brady - this balance	700	00	700	00
			915	85

41

with Eugene M. Childs, Trustee Cr.

1955				
July	26	Proceeds of Sale	700 00	700 00
		Amount paid by purchaser to cover costs and expenses of these proceedings	215 85	215 85
				915 85

LIBER 94 PAGE 282

ORDER NISI

Hampton Roland Brady

and Wife

VERSUS

Lucy R. Simpson

and

William Herbert Brady, minor

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,267 Equity.

ORDERED, This 25 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 28 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 28 day of November next.

Filed 25 Oct., 1955. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 30th 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 Michaelsen

Judge.

Filed 30 Nov., 1955.

45

LIBER 94 PAGE 283

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

HAMPTON ROLAND BRADY and Wife
Vs.
LUCY E. SIMPSON and WILLIAM HERBERT BRADY, minor

Ordered, this 25th 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 28th 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 28th day of November next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
11-10

No. M.G. 11-60

44

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 24, 1955

We hereby certify, that the annexed

Order Nisi Eq. 11,267

Auditor account

Hampton Roland Brady

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 28th day of November, 1955. The first insertion being made the 27th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Dilgham

Filed 30 Nov., 1955.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

WALTER R. HARDISTY : IN EQUITY
1515 - 44th Street, N. W.
Washington 7, D. C. : EQUITY NO. 11,511

Plaintiff :

vs. :

WILLIAM H. TAUSER,
also known as
WILLIAM J. TAUSER
C/o Cecilia Smith
Weems Creek
Annapolis, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 2 or 3.5 acres situate at Wellsview,
Block 9-3, Anne Arundel County

- - - - - - - - - - -

MAY T. BIGELOW,
also known as
MAY THORPE BIGELOW
3902 Ingomar Street
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described property located in the Fourth Election District of Anne Arundel County, to wit:
Lots 36, 37, 38, 39, 40, 41, 42 and 43,
situate at Odenton, near Fort Meade, being
3.335 acres, Anne Arundel County

- - - - - - - - - - -

JOSEPH W. DICKENS
4701 Addison Place
Kenilworth, Maryland, (Prince Georges Co.)
JANE WAINIO,(Mortgagee)
5204 - 4th Street, N. W.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described property located in the Seventh Election District of Anne Arundel County, to wit:
Lots 1, 2, 3, and 4, Block 42, Section B,
and improvements, situate at Avalon Shores,
Anne Arundel County

- - - - - - - - - - -

Defendants

BILL OF COMPLAINT TO FORECLOSE EQUITIES OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiff complaining says:

1. That he is a citizen of the District of Columbia and brings this action for the purpose of foreclosing the rights of redemption in and to the properties hereinafter set forth under and by virtue of Sections 71-114 inclusive, of Article 81 of the Annotated Code of Maryland (1951 Edition as amended, 1955 Section 109)

Filed: 4 Oct 1955

2. That on October 13, 1953, your Plaintiff, at a regular tax sale, purchased from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, and received Certificates of Tax Sale therefor from said Collector of Taxes to the following real estate located in Anne Arundel County, to wit:

(1) Certificate No. 2225 - Lot 2 or 3.5 acres situate at Wellsview, Block 9-3, Second Election District of Anne Arundel County and assessed to William H. Tauser, also known as William J. Tauser.

(2) Certificate No. 2226 - Lots 36, 37, 38, 39, 40, 41, 42 & 43, situate at Odenton, near Fort Meade, being 3.335 acres, Fourth Election District of Anne Arundel County and assessed to May T. Bigelow, also known as May Thorpe Bigelow.

(3) Certificate No. 2291 - Lots 1, 2, 3 & 4, Block 42, Section B and improvements, situate at Avalon Shores, Seventh Election District of Anne Arundel County and assessed to Joseph W. Dickens.

3. That the said Tax Certificates Nos. 2225, 2226 and 2291, dated October 13, 1953, setting forth the aforesaid sales to your Plaintiff, are attached hereto and filed herewith as "Plaintiff's Exhibits Nos. 1 to 3", inclusive, and prayed to be read and considered a part hereof as fully as if incorporated herein.

4. That a diligent and careful search of the Land Records, Law and Equity Records, Tax and Assessment Records and the Records of the Register of Wills of Anne Arundel County reveals:

(1) That William J. Tauser, also known as William H. Tauser, is the record owner of Lot 2 or 3.5 acres situate at Wellsview, Block 9-3, Second Election District of Anne Arundel County, by virtue of a deed dated December 8, 1950 and recorded among the Land Records of Anne Arundel County in Liber J. H.H. No. 605, folio 376 from John H. Hopkins, IV, Trustee.

(2) That May T. Bigelow, also known as May Thorpe Bigelow, is the record owner of Lots 36, 37, 38, 39, 40, 41, 42 and 43, situate at Odenton, near Fort Meade, being 3.335 acres, Fourth Election District of Anne Arundel County, by virtue of a deed of partition dated April 13, 1948 and recorded among the aforesaid Land Records in Liber J.H.H. No. 485, folio 564 by and between May Thorpe Bigelow, single, et al.

(3) That Joseph W. Dickens is the record owner of Lots 1, 2, 3 and 4, Block 42, Section B and improvements, as shown on the Plat of Avalon Shores, Seventh Election District of Anne Arundel County, said Plat recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 4 by virtue of a deed dated July 5, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. 631, folio 153 from Jane Wainio, widow. That said property is subject to an open first mortgage in the amount of $3,200.00 dated July 5, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. No. 631, folio 155, from Joseph W. Dickens, widower to Jane Wainio.

5. That the aforementioned and described real estate has not been redeemed by the Defendants herein nor by anyone claiming through them, although more than one year and a day has elapsed from the aforesaid date of the tax sale.

6. That the Plaintiff purchased all the land hereinabove mentioned at the aforesaid tax sale held on October 13, 1953, as required by statute in such cases made and provided under the laws of the State of Maryland, said properties having been advertised and sold for taxes due, in arrears and unpaid for the years 1952 and 1953 to Anne Arundel County and the State of Maryland, and Plaintiff bid and paid for the aforesaid Tax Sale Certificates the following amounts:

CERTIFICATE NO.	BID	PRICE PAID
1) 2225	$60.00	$52.39
2) 2226	175.00	31.74
3) 2291	115.28	115.28

That the amounts necessary for redemption of each of the said certificates are as follows:

CERTIFICATE NO.	AMOUNT DUE
1) 2225	$52.39
2) 2226	31.74
3) 2291	115.28

Plus taxes to date, penalties, interest and the total disburements of the holder of certificate of sale and costs on each of the above certificates.

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To The End, Therefore, Your Petitioner Prays:

1. That Writs of Subpoenas be issued and served upon the Defendants commanding them to appear in this Court on some day certain to be named therein and make answer thereto.

2. That an Order of Publication be granted unto Plaintiff, directed to the Defendants and to all parties in interest, commanding them to appear in this Court on some certain day to be stated therein and answer the exigencies of this Complaint.

3. That the Court herein enter a Final Decree foreclosing all rights of redemption on the Defendants and all persons having or claiming to have interest in the hereinabove described property.

4. That the Final Decree herein provide that the Treasurer for Anne Arundel County execute to Plaintiff a deed to the properties herein involved vesting in Plaintiff a good and marketable title, indefeasible and absolute, in fee simple and free and clear of any and all liens, claims and encumbrances.

5. And for such other and further relief as the nature of the case may require and to the Court may seem just and proper.

AND as in duty bound, etc.

Walter R. Hardisty,
Plaintiff

C. Maurice Weidemeyer

Basil E. Moore, Jr.
236 Main Street
Annapolis, Maryland
Attorneys for Plaintiff

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DISTRICT OF COLUMBIA, to wit:

WALTER R. HARDISTY, being first duly sworn and on oath deposes and says that he has read the foregoing Bill to Foreclose Equities of Redemption by him signed and knows the contents thereof and verily believes the same to be true.

Walter R. Hardisty

Walter R. Hardisty

SUBSCRIBED and SWORN to before me this 2 day of October, 1955.

Notary Public

My Commission Expires

LIBER 94 PAGE 289

2225 **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 W. Hardisty at public auction for the sum of 60 Dollars and 00 Cents, of which 52.39 Dollars has been paid as a deposit on the property in 2 Dist described as Lot 2 or 3. 5 Acres situated at Wellsview Blk 9-3 A A Co

and assessed to Wm H. Fauser

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

Plaintiff's Exhibit number 1.

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LIBER 94 PAGE 290

2226

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.,

I, ~~JOSEPH H. GRISCOM, Sr.,~~ County Treasurer, 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 W Hardesty

at public auction for the sum of 175 Dollars and 00

Cents, of which 31.74 Dollars has been paid as a deposit on the property

in 4 District described as Lots 36-37-38-39-40-41-42-43 situated at Odenton near Camp Meade being 3.335 AC A & A Co.

and assessed to Mary T. Bigelow

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 Jr.
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 Ely Church Notary Public.

My Commission Expires May 2, 1955

Plaintiff's Exhibit number 2

7

LIBER 94 PAGE 291

2291 **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 Harden [illegible]
at public auction for the sum of 115 Dollars and 28
Cents, of which 115.28 Dollars has been paid as a deposit on the property
in 7th Dist described as Lots 1-2-3-4 Blk 42 Sec B
[illegible] Stricted at [illegible] Shores A.A.Co.

and assessed to Joseph H. Griscom

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 13 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

Plaintiff's Exhibit number 3

8

C. Maurice Weidemeyer
Basil E. Moore, Jr.
236 Main Street
Annapolis, Maryland
Attorneys

LIBER 94 PAGE 292

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND

WALTER R. HARDISTY : IN EQUITY
1515 - 44th Street, N. W.
Washington 7, D. C. : EQUITY NO. 11,511

Plaintiff :

vs. :

WILLIAM H. TAUSER,
also known as
WILLIAM J. TAUSER
c/o Cecilia Smith
Weems Creek
Annapolis, Maryland
And any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit:
Lot 2 or 3.5 acres situate at Wellsview,
Block 9-3, Anne Arundel County

- - - - - - - - - - -

MAY T. BIGELOW,
also known as
MAY THORPE BIGELOW
3902 Ingomar Street
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described property located in the Fourth Election District of Anne Arundel County, to wit:
Lots 36, 37, 38, 39, 40, 41, 42 and 43,
situate at Odenton, near Fort Meade, being
3.335 acres, Anne Arundel County

- - - - - - - - - - -

JOSEPH W. DICKENS
4701 Addison Place
Kenilworth, Maryland (Prince Georges County)
JANE WAINIO, (Mortgagee)
5204 - 4th Street, N. W.
Washington, D. C.
And any and all persons having or claiming to have any interest in the following described property located in the Seventh Election District of Anne Arundel County, to wit:
Lots 1, 2, 3, and 4, Block 42, Section B,
and improvements, situate at Avalon Shores,
Anne Arundel County

- - - - - - - - - - -

Defendants

ORDER OF PUBLICATION

THE object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel

Filed: 4 Oct. 1955

9

County, Maryland, and sold on the 13th day of October, 1953, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Walter R. Hardisty, the Plaintiff in these proceedings, for taxes due for the years 1952 and 1953, by the following tax certificates and assessed and described on the Books of Assessment and Taxation as follows:

(1) Certificate No. 2225 - Lot 2 or 3.5 acres situate at Wellsview, Block 9-3, Second Election District of Anne Arundel County and assessed to William H. Tauser, also known as William J. Tauser and sold to Plaintiff for $60.00, of which sum $52.39 has been paid on account.

(2) Certificate No. 2226 - Lots 36, 37, 38, 39, 40, 41, 42 & 43, situate at Odenton, near Fort Meade, being 3.335 acres, Fourth Election District of Anne Arundel County and assessed to May T. Bigelow, also known as May Thorpe Bigelow, and sold to Plaintiff for $175.00, of which sum $31.74 has been paid on account.

(3) Certificate No. 2291 - Lots 1, 2, 3 & 4, Block 42, Section B and improvements, situate at Avalon Shores, Seventh Election District of Anne Arundel County and assessed to Joseph W. Dickens, and sold to Plaintiff for $115.28, of which sum $115.28 has been paid on account.

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 13, 1953.

It is thereupon this 4th day of October, 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 14th day of December, 1955, next, warning the said William H. Tauser, also known as William J. Tauser, May T. Bigelow, also known as May Thorpe Bigelow, Joseph W. Dickens, Jane Wainio and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in

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person or by solicitor on or before the 14th day of December, 1955, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the properties and vesting in Plaintiff, Walter R. Hardisty, a title free and clear of all encumbrances.

George T. Cromwell
George T. Cromwell
Clerk

WALTER R. HARDISTY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM J. TAUSER	:	ANNE ARUNDEL COUNTY
Defendant	:	EQUITY NO. 11,511

PETITION OF WILLIAM J. TAUSER TO ALLOW REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of William J. Tauser, by his attorney, Wilbur R. Dulin, the Defendant herein, respectfully represents:

1. That he is the owner and party in interest to the parcel of real estate described in the Bill of Complaint as follows:

> Lot No. 2 or 3.5 Acres at Wells View, Block 9-3, situated in the 2nd Election district of Anne Arundel County, being the same property described in Tax Sale Certificate No. 2225,

which said property was sold by said Tax Sale Certificate No. 2225 on the 14th day of October, 1954 to Walter R. Hardisty, the Plaintiff herein.

2. That this Defendant desires to redeem his property and desiree that an Order of Court be entered herein allowing the redemption and fixing the amount required for redemption.

WHEREFORE, the Petitioner prays:

(1.) That an Order of this Court be entered herein allowing Petitioner to redeem and fixing the amount necessary for redemption in accordance with provisions of Article 81 of the Annotated Code of Maryland.

(2.) And for such other and further relief as to this Honorable Court may seem just and proper.

AND as in duty bound, etc.

Wilbur R. Dulin
Atty For Defendant

12 Filed 29 Nov., 1955.

WALTER R. HARDISTY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM J. TAUSER	:	ANNE ARUNDEL COUNTY
Defendant	:	EQUITY NO. 11,511

****

STIPULATION

It is stipulated by and between, C. Maurice Weidemeyer, Attorney for the Plaintiff, Walter R. Hardisty, and this Defendant, William J. Tauser, that the amount necessary to redeem the property covered by 1952, 1954 and 1955 Anne Arundel County Tax Sale Certificate No. 2225 on property described as follows:

Lot No. 2 or 3.5 Acres at Wells View, Block 9-3, situated in the 2nd Election district of Anne Arundel County.

is in the following amounts:

Payable proportionate amount of Court Costs.....		$15.00
Payable Proportionate amount of advertising.....		27.50
Payable Title Search.....		25.00
Payable Attorney fee under 1955 Act.....		40.00
Due to Treasurer for taxes, interest and penalties:		
1955 Co. and State Taxes.....	$18.12	
1954 Co. and State Taxes.....	28.94	
1952 Co. and State Taxes.....	21.89	
Interest and Costs, incl. November interest.....	8.79	
Total due Treasurer.....	$77.74	77.74
Total amount necessary for redemption.....		$185.24

C. Maurice Weidemeyer
Attorney for Plaintiff

Wilbur R. Dulin
Attorney for Defendant

13

Filed 29 Nov., 1955

WALTER R. HARDISTY	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
WILLIAM J. TAUSER	:	ANNE ARUNDEL COUNTY
Defendant	:	EQUITY NO. 11,511

****

ORDER

Upon consideration of the Petition of William J. Tauser to redeem, filed herein, and the Stipulation of the parties hereto pursuant thereto, it is, by the Circuit Court of Anne Arundel County, sitting in Equity, this ~~day of~~ 30th day of November, 1955,

ORDERED that the Defendant, William J. Tauser, be permitted to redeem Lot No: 2 or 3.5 Acres at Wells View, Block 9-3, situated in the 2nd Election District of Anne Arundel County and described in Anne Arundel County Tax Sale Certificate No. 2225, and that the amounts necessary for redemption are as follows:

Payable to the Treasurer of Anne Arundel County for Certificate No. 2225 and interest on same, and also 1952, 1954 and 1955 taxes and penalities.....	$77.74
Payable to Walter R. Hardisty for Title Search.....	25.00
Attorney fee under 1955 Act.....	40.00
Proportionate amount of Court Costs.....	15.00
Proportionate amount of Advertising Costs.....	27.50
Total.....	$185.24

Benjamin Michaelson
JUDGE

14

Filed 30 Nov., 1955.

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM H. TAUSER, etc., et al.	:	IN
Defendants	:	EQUITY NO. 11,511

: : : : : :

ORDER OF SATISFACTION

Mr. Clerk:

Please enter the above case "settled and redeemed" as to the Defendant William H. Tauser, also known as William J. Tauser.

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Attorneys for Plaintiff

15

Filed 2 Dec., 1955.

C. MAURICE WEIDEMEYER
BASIL E. MOORE, JR.
236 Main Street
Annapolis, Maryland

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
MARYLAND
IN EQUITY
No. 11,511

WALTER R. HARDISTY, 1515 44th Street, N. W., Washington 7, D. C.
Plaintiff

Vs.

WILLIAM H. TAUSEE, also known as WILLIAM J. TAUSER, c-o Cecilia Smith, Weems Creek, Annapolis, Maryland
and
Any and all persons having or claiming to have any interest in the following described real estate located in the Second Election District of Anne Arundel County, to wit: Lot 2 or 8.5 acres situate at Wellsview, Block 9-S, Anne Arundel County

MAY T. BIGELOW, also known as MAY THORPE BIGELOW, 3902 Ingomar Street, Washington, D. C.
and
Any and all persons having or claiming to have any interest in the following described property located in the Fourth Election District of Anne Arundel County, to wit: Lots 36, 37, 38, 39, 40, 41, 42 and 43, situate at Odenton, near Fort Meade, being 3.375 acres, Anne Arundel County

JOSEPH W. DICKENS, 4701 Addison Place, Kenilworth, Maryland (Prince Georges County) JANE WAINIO, (Mortgagee), 5204 4th Street, N W., Washington, D. C.
and
Any and all persons having or claiming to have any interest in the following described property located in the Seventh Election District of Anne Arundel County, to wit: Lots 1, 2, 3, and 4, Block 42, Section B, and improvements, situate at Avalon Shores, Anne Arundel County

Defendants

Order Of Publication

THE object and purpose of these proceedings is to secure the foreclosure of all rights of redemption of the Defendants in and to the following described property located in Anne Arundel County, Maryland, and sold on the 13th day of October, 1953, by Joseph H. Griscom, Sr., County Treasurer and Collector of Taxes for the State of Maryland and Anne Arundel County, to Walter R. Hardisty, the Plaintiff in these proceedings, for taxes due for the years 1952 and 1953, by the following tax certificates and assessed and described on the Books of Assessment and Taxation as follows:

16

LIBER 94 PAGE 299 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 11, 1955

We hereby certify, that the annexed

Order of Publication

Eq. 11,511

Real Estate

Walter R. Hardisty

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of December, 1955. The first insertion being made the 13th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. O. Tilghman

Filed: 19 Dec 1955

(1) Certificate No. 2225—Lot 2 of 2.5 acres situate at Wellsview, Block 9-3, Second Election District of Anne Arundel County and assessed to William H. Tauser, also known as William J. Tauser and sold to Plaintiff for $60.00, of which sum $52.39 has been paid on account.

(2) Certificate No. 2228—Lots 36, 37, 38, 39, 40, 41, 42 and 43, situate at Odenton, near Fort Meade, being 8.235 acres, Fourth Election District of Anne Arundel County and assessed to May T. Bigelow, also known as May Thorpe Bigelow, and sold to Plaintiff for $175.00, of which sum $31.74 has been paid on account.

(3) Certificate No. 2291—Lots 1, 2, 3 and 4, Block 42, Section B and improvements, situate at Avalon Shores, Seventh Election District of Anne Arundel County and assessed to Joseph W. Dickens, and sold to Plaintiff for $115.28, of which sum $115.28 has been paid on account.

The Bill of Complaint states, among other things, that amounts necessary for redemption have not been paid although more than a year and a day have elapsed since the date of said sale, October 13, 1953.

It is thereupon this 4th day of October, 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 of Publication in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks before the 14th day of December, 1955, next, warning the said William H. Tauser, also known as William J. Tauser, May T. Bigelow, also known as May Thorpe Bigelow, Joseph W. Dickens, Jane Wainio and any and all other persons having or claiming to have any interest in the above mentioned parcels of land and all persons interested in said property, to be and appear in this Court in person or by solicitor on or before the 14th day of December, 1955, and redeem the aforementioned property and answer the Bill of Complaint or thereafter a Final Decree will be passed foreclosing all rights of redemption in the properties and vesting in Plaintiff, Walter R. Hardisty, a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk

True Copy. TEST:
GEORGE T. CROMWELL, Clerk

N-3

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM H. TAUSER, etc., et al	:	IN
Defendants	:	EQUITY NO. 11,511

.....

AFFIDAVIT TO COMPLY WITH GENERAL EQUITY RULE 10-A

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, Attorney for Walter R. Hardisty, Plaintiff herein, first being duly sworn on oath deposes and says:

That he mailed copies of the Bill of Complaint and Order of Publication by registered mail, return receipt requested, to May T. Bigelow, 3902 Ingomar Street, Washington, D. C. and Jane Wainio 5204 - 4th Street, N. W., Washington D. C., on the 28th day of October 1955.

That said registered letter was delivered to May T. Bigelow on November 2, 1955, signed by H. De Jarnette, addressee's agent, as evidenced by the return receipt filed with this affidavit, and that said registered letter was delivered to Jane Wainio on November 1, 1955, as evidenced by the return receipt filed with this affidavit and that neither of these Defendants have made any effort to answer the Bill of Complaint filed against them.

WITNESS my hand and Notarial Seal this 17th day of December, 1955.

Basil E. Moore, Jr., Notary Public

C. Maurice Weidemeyer

17

Filed: 19 Dec 1955

LIBER 94 PAGE 302

REGISTERED NO. 2754

Value $ NV Spec. del'y fee $

Fee $ 40 Ret. receipt fee $

Surcharge $ Rest. del'y fee $

Postage $ ☐ Airmail

POSTMARK ANNAPOLIS MD. OCT 28 1955

Postmaster, By

From

To

POD Form 3806
May 1954

69—16—70493-1

Post Office Department
OFFICIAL BUSINESS

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

POSTMARK OF DELIVERING OFFICE

WASHINGTON, D.C. NOV 9-PM 1955

Return to
(NAME OF SENDER)

Street and Number, or Post Office Box,

REGISTERED ARTICLE

NO. 2754

INSURED PARCEL

NO.

16—12421

Post Office ANNAPOLIS, MD.

State

REGISTERED NO. 2756

Value $ Spec. del'y fee $

Fee $ Ret. receipt fee $

Surcharge $ Rest. del'y fee $

Postage $ ☐ Airmail

POSTMARK ANNAPOLIS MD. OCT 28 1955

Postmaster, By

From

To

POD Form 3806
May 1954

69—16—70493-1

Post Office Department
OFFICIAL BUSINESS

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

POSTMARK OF DELIVERING OFFICE

WASHINGTON, D.C. NOV 9-PM 1955

Return to
(NAME OF SENDER)

Street and Number, or Post Office Box,

REGISTERED ARTICLE

NO. 2756

INSURED PARCEL

NO

16—12421

Post Office ANNAPOLIS, MD.

State

1f

Exhibit
Filed: 19 Dec 1955

LIBER 94 PAGE 303

DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee

☐ Show address where delivered

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

1 _____
(Signature or name of addressee)

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

Date of delivery 4/1/95, 19__

Form 3811
Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16—12421-3

DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee

☐ Show address where delivered

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

1 _____
(Signature or name of addressee)

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

Date of delivery _____, 19__

Form 3811
Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16—12421-3

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM H. TAUSER, etc., et al.	:	IN
Defendants	:	EQUITY NO. 11,511

.....

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 of general circulation in Anne Arundel County, Maryland as prescribed by said Order against the non-resident defendants, May T. Bigelow, also known as May Thorpe Bigelow, and Jane Wainio, Mortgagee, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendants and sold to Plaintiff on the 13th day of October, 1953, for non-payment of taxes due for the years 1952 and 1953.

And it further appearing that said non-resident defendants have failed to enter their appearance herein in person or by solicitor, and failed to file an answer to the Bill of Complaint, and the time within which the said defendants would so appear and file and answer having now expired, it is, thereupon, this 19th day of December, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the non-resident defendants May T. Bigelow, also known as May Thorpe Bigelow, and Jane Wainio, and all persons having or claiming to have any interest in the real estate, therein described as same is assessed to said defendants and described on the Books of the County Treasurer and sold as aforesaid to the Plaintiff on the 13th day of October, 1953.

Benjamin Michaelson
JUDGE

19

Filed: 19 Dec 1955

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM H. TAUSER, etc., et al	:	IN
Defendants	:	EQUITY NO. 11,511

. . . . . .

AFFIDAVIT TO COMPLY WITH GENERAL EQUITY RULE 10-A

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, ss:

C. Maurice Weidemeyer, Attorney for Walter R. Hardisty, Plaintiff herein, first being duly sworn on oath deposes and says:

That he mailed copies of the Bill of Complaint and Order of Publication by registered mail, return receipt requested, to Joseph W. Dickens, 4701 Addison Place, Kenilworth, Prince George's County, Maryland, on the 28th day of October, 1955.

That said registered letter was delivered to Joseph W. Dickens on November 1, 1955, signed by Nancy Sweeney, addressee's agent, as evidenced by the return receipt filed with this affidavit and that this Defendant has not made any effort to answer the Bill of Complaint filed against him.

WITNESS my hand and Notarial Seal this 21st day of December, 1955.

Basil E. Moore, Jr., Notary Public

C. Maurice Weidemeyer

Filed: 21 Dec 1955

20

Post Office Department
OFFICIAL BUSINESS

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

(GPO)

POSTMARK OF DELIVERING OFFICE

PAYROLL SAVINGS

Return to _____
(NAME OF SENDER)

Street and Number, or Post Office Box, _____

REGISTERED ARTICLE

Post Office ANNAPOLIS, MD.

NO. 2755

INSURED PARCEL

State _____

NO. _____

16—12421

REGISTERED NO. 2755

Value $_____ Spec. del'y fee $_____

Fee $_____ Rel. receipt fee $_____

Surcharge $_____ Rest. del'y fee $_____

Postage $ .03 ☐ Airmail

POSTMARK

Postmaster, By _____

From _____

To _____

POD Form 3806
May 1954

c9—16—70403-1

Exhibit
Filed: 21 Dec 1955

DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee

☐ Show address where delivered

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

1 _____
(Signature or name of addressee)

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

Date of delivery _____, 19___

Form 3811
Rev. 4-54

U. S. GOVERNMENT PRINTING OFFICE 16—12421-3

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM H. TAUSER, etc.,et al	:	IN
Defendants	:	EQUITY NO. 11,511

. . . . . .

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 of general circulation in Anne Arundel County, Maryland as prescribed by said Order against the Defendant Joseph W. Dickens, and all persons having or claiming to have any interest in the real estate therein described, as assessed to said Defendant and sold to Plaintiff on the 13th day of October, 1953, for non-payment of taxes due for the years 1952 and 1953.

And it further appearing that subpoenas issued out of this Court directed to the said Defendant, Joseph W. Dickens, have been returned twice non est as will more fully appear from the Sheriff's returns filed herein, and the Defendant therefore is bound by the Order of Publication.

And it further appearing that said Defendant has failed to enter his appearance herein in person or by solicitor, has failed to file an Answer to the Bill of Complaint, and the time within which said Defendant could so appear and file and Answer having now expired, it is, thereupon, this 21st day of December, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the Bill of Complaint be, and the same is hereby taken Pro Confesso against the Defendant Joseph W. Dickens, and all persons having or claiming to have any

Filed DEC 21 1955

interest in the real estate therein described as same is assessed to said Defendant and described on the Books of the County Treasurer, and sold as aforesaid to the Plaintiff on the 13th day of October, 1953.

Benjamin Macklin Cox
JUDGE

WALTER R. HARDISTY	:	IN THE CIRCUIT COURT
Plaintiff	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
WILLIAM H. TAUSER, etc., et al.	:	IN EQUITY
Defendants	:	NO. 11,511

. . . . .

FINAL DECREE FORECLOSING EQUITIES OF REDEMPTION

The Proceedings in this cause having been read and considered, and it appearing to the Court that the Defendants, May T. Bigelow, also known as May Thorpe Bigelow, Joseph W. Dickens and Jane Wainio, and all persons having or claiming to have any interest in the property described in the Bill of Complaint having been notified to Answer the Bill of Complaint by virtue of an Order of Publication directed to all Defendants herein, the subpoenas directed to the resident Defendant, Joseph W. Dickens, having been returned twice non est, and he having failed to appear thereto in the time limited by said Order of Publication, and the Court having found for the Plaintiff, it is thereupon, this 23d day of January, 1956, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all rights of redemption to the property mentioned herein of the Defendants, May T. Bigelow, also known as May Thorpe Bigelow, Joseph W. Dickens and Jane Wainio, and all persons having or claiming to have any interest in the hereinafter described property, be and they are hereby foreclosed, and as between the parties to this suit, an absolute and indefeasible title in fee simple vests in the Plaintiff in and to the following described property sold to the Plaintiff on the 13th day of October, 1953, to wit:

District	Description	Cert. No.	Assessed To
Fourth	Lots 36, 37, 38, 39, 40, 41, 42 & 43, situate at Odenton, near Fort Meade, being 3.335 acres.	2226	May T. Bigelow, also known as May Thorpe Bigelow

Filed JAN 23 1956

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Dist.	Description	Cert. No.	Assessed To
Seventh	Lots 1, 2, 3 & 4, Blk. 42, Sect. B and imps. situate at Avalon Shores.	2291	Joseph W. Dickens

free and clear of all alienations and descents of said property occurring prior to this Decree, and free of all encumbrances thereon, except taxes accruing subsequent to the tax sale mentioned in this cause and public easements to which said property mentioned in this cause and public proceedings is subject.

It is further ORDERED that the Treasurer of Anne Arundel County, Maryland, Collector of State and County Taxes, execute and deliver to Walter R. Hardisty, Plaintiff, in these proceedings, a Deed of Conveyance to the aforesaid lots and parcels of land and improvements, upon payment to him of such taxes as may be due thereon, and the balance of the purchase price, if any, and it is further,

ORDERED that Plaintiff pay the costs of said suit in his behalf incurred.

Benjamin Michaelson
JUDGE

25

LIBER 94 PAGE 312

IN THE MATTER OF THE MORTGAGED : No. 11,493 Equity

REAL ESTATE OF HOWARD J. KLEIN, : In the Circuit Court for

WIDOWER : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file original mortgage therewith.

William W. Townshend, Jr., Attorney

Filed 26 Sept., 1955.

CANCELLED CANCELLED

LIBER 916 PAGE 106 LIBER 94 PAGE 313

No. 11,493 Equity

This Mortgage,

made this 6TH day of April in the year one thousand nine hundred and fifty-five, between Howard J. Klein, Widower, of Anne Arundel Co., in the State of Maryland, hereinafter called Mortgagor(s), and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagor(s) the sum of

FOUR THOUSAND DOLLARS - ($4,000.00)

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

By the payment of FORTY DOLLARS - - - - - - - - - - - - - - - - - - - ($40.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the sixth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagor(s) shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lots Nos. 9, 10, 11, 12, 13, 41, 42, 43 and 44 of Block 9, Carrollton Manor, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, Folio 23, with an easement to the property shown on said map or plat as "Community Beach" with access to Severn River for bathing, boating and uncommercial uses, with an easement of right of way over the streets, roads, places, drives, or avenues as shown on said plat or map, but reserving, however, in said streets, roads, places, drives or avenues, right to install telephone and electric poles and wires, gas and water mains, or give licenses and permits for same.

BEING the same property conveyed to the within-named Mortgagor by Carrollton Manor Real Estate Cprporation by deeds dated June 22, 1954, May 14, 1951 and November 8, 1950 and recorded among the Land Records of AnneArundel County in Libers J.H.H. 845, Folio 393; J.H.H. 623, Folio 412; and J.H.H. 616, Folio 547 respectively.

Filed 26 Sept., 1955.

2

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchen accessories, such as sink, built-in kitchen units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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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), for himself, his heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

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

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

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

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

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

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

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

And the said Mortgagor(s) consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — of this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor(s) or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor(s) covenant to warrant specially said lot(s) of ground and to execute such other assurances thereof as may be requisite.

Witness the hand(s) and seal(s) of the said Mortgagor(s).

WITNESS:

Norwood A. Wieneke

NORWOOD A. WIENEKE

Howard J. Klein (SEAL)
Howard J. Klein

..... (SEAL)

..... (SEAL)

LIBER 94 PAGE 316

LIBER 916 PAGE 109

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 6 TH day of April 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 said County, personally appeared Howard J. Klein, Widower, the above named Mortgagor(s) satisfactorily proven to be the person(s) whose name(s) is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained, and also he acknowledged the foregoing Mortgage to be his act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

NOTARY PUBLIC

NORWOOD A. WIENEKE

My Commission expires 5/1/55.

NOTARY PUBLIC

Recorded: April 9, 1955 at 9 A.M.

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

MORTGAGE

FROM

HOWARD J. KLEIN, WIDOWER

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record April 9 1955

19 55 at 9 o'clock A. M.

Same day recorded in Liber 916

No. 916 folio 106 &c. one of

the Land Records of Anne Arundel County

and examined per

JOHN H. HOPKINS, Jr. Clerk.

Cost of Record $ 5.00

LIBER 94 PAGE 317

No. 11,493 Equity

ATTORNEY'S SALE

OF

VALUABLE IMPROVED REAL ESTATE

Under and by virtue of a power of sale contained in a mortgage from Howard J. Klein, Widower, to United Federal Savings and Loan Association of Glen Burnie, dated April 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 106, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale at the premises on

TUESDAY, OCTOBER 25, 1955

at 11 o'clock A.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 9, 10, 11, 12, 13, 41, 42, 43 and 44 of Block 9, Carrollton Manor, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, Folio 23, with an easement to the property shown on said map or plat as "Community Beach" with access to Severn River for bathing, boating and uncommercial uses, with an easement of right of way over the streets, roads, places, drives, or avenues as shown on said plat or map, but reserving, however, in said streets, roads, places, drives or avenues, right to install telephone and electric lines and poles, gas and water mains, or give licenses and permits for same.

Being the same property conveyed unto Howard J. Klein and Margaret E. Klein, his wife (now deceased) by Carrollton Manor Real Estate Corporation by deeds dated June 22, 1954, May 14, 1951 and November 8, 1950 and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 845, Folio 393; J.H.H. 623, Folio 412; and J.H.H. 616, Folio 547 respectively.

The above property is improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

Robert H. Campbell, Auctioneer

Maryland Gazette Press

September 29
October 6, 13 and 20

Filed 26 Sept., 1955.

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,493 Equity

OF HOWARD J. KLEIN, WIDOWER : In the Circuit Court for

: Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Howard J. Klein, Widower, to United Federal Savings and Loan Association of Glen Burnie, dated April 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 106		$ 4,000.00
Total amount paid on account of principal	$ 40.20	
Less Credit expense account	33.20	
	$ 73.40	73.40
		$ 3,926.60
Interest; July, August and September 1955		59.40
Interest; October 1 to October 25, 1955		16.50
		$ 4,002.50

William W. Townshend, Jr., Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 14th day of October, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., the attorney named in mortgage, and made oath in due form of law that the above Statment of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

Filed: 17 Oct. 1955

11,493

LIBER 94 PAGE 319

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In the Matter of the Sale of
The Mortgaged Real Estate of
Howard Klein .

.

.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY City County, Sct:

I, William W. Townshend, Jr., , being duly sworn, do depose and say:

(1) That I am a resident of Anne Arundel County in the State of Maryland.

(2) That on behalf of the Plaintiff in the above entitled case, I made an investigation for the purpose of determining whether Howard Klein, widower, the Defendant in said case (hereinafter called "said Defendant") is in the military service of the United States or any of its allies, so as to be entitled to the benefits of the Soldiers' and Sailors Civil Relief Act of 1940, as amended, or the benefits of Article 87-A of Flack's Annotated Code of Public General Laws of Maryland, and from information obtained through such investigation, I ascertained that the facts hereinafter stated are true.

(3) That said defendant is about 53 years of age, is a widower , lived alone at Carrolton Manor, in the State of Maryland and was employed by H.B. Davis Paint Company of Baltimore, Maryland as of the 16th of March, 1955, but since that date, has vacated his premises and has not been heard from since.

(4) That said Defendant is not in the military service of the United States as defined in the above named Acts or the amendments thereto; that he is not in the military service of any Nation allied with the United States in the prosecution of the wars in which the United States is at present engaged; that he has not been discharged from any such military service within 60 * days prior to the date of this affidavit; that he has not been ordered to report for induction under the Selective Service and Training Act of 1940, as amended; and that he is not a member of the enlisted Reserve Corps who has been ordered to report for military service.

Subscribed and sworn to before me, a Notary Public, this 24th day of October, 1955.

William W. Townshend
William W. Townshend, Jr. Affiant.

Alice Gary
Alice Gary Notary Public.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

Filed: 24 Oct. 1955

4

No. 11, 493 Equity

LIBER 94 PAGE 320

227 ST. PAUL STREET
BALTIMORE, MD.

NEW AMSTERDAM
CASUALTY COMPANY

60 JOHN STREET
NEW YORK

192798

Know all Men by these Presents,

THAT, WE William W. Townshend Jr., Annapolis, Maryland,

and NEW AMSTERDAM CASUALTY COMPANY, a corporation of the State of New York, with executive offices at 227 St. Paul Street, Baltimore, Maryland, ~~a corporation of the State of New York~~, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of FIVE THOUSAND AND 00/100 ($5,000.00) - - - - - - - - - - - - - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents—sealed with our seals and dated this 14th - - - - - - - - - day of October in the year of our Lord one thousand nine hundred and fifty-five.

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

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

Trustee to sell Lots 9-10-11-12-13-41-42-43-44 Block 9
Carrollton Manor, Anne Arundel County, Maryland

mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Howard J. Klein, widower
Carrollton Manor, Anne Arundel County, Maryland

now pending in said Court

Now the Condition of the above Obligation is such,

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

Signed, sealed and Delivered in the presence of

William W. Townshend Jr. [SEAL]

[SEAL]

[SEAL]

NEW AMSTERDAM CASUALTY COMPANY

By R.H.Nichols Attorney-in-Fact

Witness as to Surety:

By

M.S. Kraus

Bond approved. Oct. 24, 1955
George J. Cromwell, Clerk

307-Md. Trustee—Receiver 500-9-35

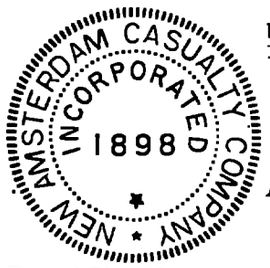
Filed 24 Oct, 1955

9

State of Maryland, Baltimore City, sct:

LIBER 94 PAGE 321

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



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

NEW AMSTERDAM CASUALTY COMPANY

A. REID JOHNSON
Assistant Secretary

G. LEE BURGESS
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, ... Oct 14th ....., 19..55

NEW AMSTERDAM CASUALTY COMPANY

..... *Assistant Secretary*

10

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

ROBERT H. CAMPBELL — Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Real Estate

Under and by virtue of a power of sale contained in a mortgage from Howard J. Klein, Widower, to United Federal Savings and Loan Association of Glen Burnie, dated April 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 106, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale at the premises on

TUESDAY, OCTOBER 25th, 1955

AT 11 O'CLOCK, A.M.

All those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 9, 10, 11, 12, 13, 41, 42, 43 and 44 of Block 9, Carrollton Manor, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, Folio 23, with an easement to the property shown on said map or plat as "Community Beach" with access to Severn River for bathing, boating and uncommercial uses, with an easement of right of way over the streets, roads, places, drives, or avenues as shown on said plat or map, but reserving, however, in said streets, roads, places, drives or avenues, right to install telephone and electric lines and poles, gas and water mains, or give licenses and permits for same.

Being the same property conveyed unto Howard J. Klein and Margaret E. Klein, his wife (now deceased) by Carrollton Manor Real Estate Corporation by deeds dated June 22, 1954, May 14, 1951 and November 8, 1950 and recorded among the Land Records of Anne Arundel County in Libers J.H.H. 845, Folio 393; J.H.H. 623, Folio 412; and J.H.H. 616, Folio 547 respectively.

The above property is improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

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

Filed 25 Oct., 1955

Annapolis, Maryland
October 25, 1955

This is to certify that I have this 25th day of October, 1955, sold the property described by said advertisement, in the Third Election District of Anne Arundel County, Maryland, known as Lots Nos. 9, 10, 11, 12, 13, 41, 42, 43 and 44, Block 9, Carrollton Manor, to

at and for the sum of $4500.00

being then and there the highest bidder for said property.

ROBERT H. CAMPBELL, Auctioneer

Annapolis, Maryland
October 25, 1955

I hereby certify that I have this 25th day of October, 1955, purchased from William W. Townshend, Jr., Attorney named in mortgage, the property situated in the Third Election District of Anne Arundel County, Maryland, known as Lots Nos. 9, 10, 11, 12, 13, 41, 42, 43 and 44, Block 9, Carrollton Manor, at and for the sum of $4500.00 and do hereby agree to comply with the terms of sale.

Harry Millhausen, Purchaser
Box 471 Severn Pk

Purchaser

12.

Filed 25 Oct., 1955

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,493 Equity
OF HOWARD J. KLEIN, WIDOWER : In the Circuit Court for
: Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Howard J. Klein, Widower, to United Federal Savings and Loan Association of Glen Burnie, dated April 6, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 916, Folio 106, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction on the premises on Tuesday, October 25, 1955, at 11 o'clock A.M., and then and there sold the said property to Harry Millhausen, at and for the sum of Four Thousand Five Hundred Dollars ($4,500.00), being at that figure the highest bidder therefor, said property being as follows:

KNOWN AND DESIGNATED as Lots Nos. 9, 10, 11, 12, 13, 41, 42, 43 and 44 of Block 9, Carrollton Manor, as shown on plat recorded among the Plat Records of Anne Arundel County in Plat Book 9, Folio 23, with an easement to the property shown on said map or plat as "Community Beach" with access to Severn River for bathing, boating and uncommercial uses, with an easement of right of way over the streets, roads, places, drives, or avenues as shown on said plat or map, but reserving, however, in said streets, roads, places, drives or avenues, right to install telephone and electric lines and poles, gas and water mains, or give licenses and permits for same.

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Filed 25 Oct, 1955

And the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A deposit of Five Hundred Dollars ($500.00) will be required of the purchaser or purchasers on day of sale, the balance of purchase price to be paid in cash on final ratification of sale, and to bear interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of October, 1955, before the subscriber, a Notary Public of the State of Maryland, in andfor the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

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LIBER 94 PAGE 326

ORDER NISI

In The Matter of the Mortgaged Real Estate of Howard J. Klein, Widower,

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,493 Equity

Ordered, this 25th day of October, 19 55, That the sale of the real estate in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage ~~Trustee~~,

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

The report states that the amount of sale ~~was~~ was $4,500.00

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed: 25 Oct. 1955

In The Matter of the Mortgaged Real Estate of Howard J. Klein, Widower

~~VERSUS~~

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of December, 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.

15

Filed: 14 Dec 1955

LIBER 94 PAGE 327 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. 11,493

Howard J. Klein, Widower.

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 5th day of December, 1955. The first insertion being made the 3rd day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Filed: 12 Dec 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,493 EQUITY

In the Matter of the
Mortgaged Real Estate of
HOWARD J. KLEIN, Widower.

Ordered, this 25th day of October, 1955, That the sale of the real estate in these proceedings mentioned made and reported by William W. Townshend, Jr., Attorney named in mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $4,500.00.

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

n-24

No. M.G. 1178

16.

In the Case of

In the Matter of the
Mortgaged Real Estate
of

Howard J. Klein,
Widower

In the

Circuit Court

For

Anne Arundel County

No. 11,493 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 19, 1955

All of which is respectfully submitted.

Laura K. Jicklin
Auditor.

17

Dr. In the Matter of the Mortgaged Real Estate of Howard J. Klein, Widower in ac.

To Attorney for Fee, viz:	100	00		
To Attorney for Commissions, viz:	165	80	265	80
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	25		
Auditor - stating this account	13	50	52	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	38	76		
Capital-Gazette Press-order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	07		
New Amsterdam Casualty Co. - bond premium	20	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	2	48		
One-half State documentary stamps	2	47		
Alice Gary - notary fee	1	00	126	78
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim filed	4,002	50	4,002	50
To Conrad Listman and Louise Listman, his wife, judgment creditors - this balance on account claim filed (#6187 Law)	94	93	94	93
			4,542	76

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

1955				
Oct.	25	Proceeds of Sale	4,500 00	
		Interest on deferred payment ($4,000.) to 12/5/55	26 68	4,526 68
		Refund 1955 State and County taxes ($89.38) adjusted to 10/25/55	16 08	16 08
				4,542 76

LIBER 94 PAGE 331

ORDER NISI

In the Matter of the
Mortgaged Real Estate
~~XXXXXX~~
of
Howard J. Klein,
Widower

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,493 Equity.

ORDERED, This 20th 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 23rd 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 23rd day of January next.

Filed: 20 Dec. 1955 George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24 day of January, 19 56, 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 JAN 24 1956

20

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. 11,403 Equity

In The Matter Of The Mortgaged Real Estate Of HOWARD J. KLEIN, Widower.

Ordered, this 20th 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 23rd 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 23rd day of January next.

GEORGE T. CROMWELL, Clerk.

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

1-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 24, 1956

We hereby certify, that the annexed

Order Nisi - Eq. 11,493
Auditor account.

Howard J. Klein.

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 January, 1956. The first insertion being made the 22nd day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 5156

By H. Tilghman

Filed JAN 24 1956

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LIBER 94 PAGE 333

IN THE MATTER OF THE MORTGAGED REAL	:	Equity No. 11,578
ESTATE OF WILFORD G. BARRETT AND	:	In the Circuit Court for
RUTH E. BARRETT, HIS WIFE	:	Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original mortgage herewith.

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

Filed: 10 Oct 1955

LIBER 94 PAGE 334

No. 11,518. Equity

LIBER 900 PAGE 458

PURCHASE MONEY

This Mortgage,

made this 2nd day of February ,

in the year one thousand nine hundred and fifty-five , between Wilford G. Barrett

and Ruth E. Barrett, his wife, of Anne Arundel Co., in the

State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

SIX THOUSAND THREE HUNDRED DOLLARS - - - - - - - - - - - - - - - - - - - ($6,300.00)

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

By the payment of FIFTY FOUR DOLLARS - - - - - - - - - - - - - - - ($54.00) Dollars plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other public charges and assessments for which the property hereinafter described may be legally liable on or before the second day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

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

And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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

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

KNOWN AND DESIGNATED as Lots Nos. 57, 58 and 59, Section 12, as shown on the plat of Boulevard Park on the Magothy, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 13, Folio 36.

BEING the same property conveyed to the within-named Mortgagors by Edwin C. Katzenberger and Alma B. Katzenberger, his wife, by deed of even date herewith intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Filed: 10 Oct. 1955

2

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchin accessories, such as sink, built-in kitchin units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

3

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

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

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

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

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

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

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

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

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

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

And the said Mortgagor s consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898 — or any amendments additions, or supplement thereto — or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent, under, Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similiar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance if any, to the said Mortgagor s, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagor s or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor s covenant to warrant specially said lot s of ground and to execute such other assurances thereof as may be requisite.

Witness the hand s and seal s of the said Mortgagor s.

WITNESS:

Pauline M. Bozman
Pauline M. Bozman

Wilford G. Barrett (SEAL)
Wilford G. Barrett

Ruth E. Barrett (SEAL)
Ruth E. Barrett

(SEAL)

4

SOMERSET
State of Maryland, ~~Anne Arundel~~ County, to wit:

I HEREBY CERTIFY, that on this 2nd day of February, 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 said County, personally appeared Wilford G. Barrett and Ruth E. Barrett, his wife, , the above named Mortgagor s satisfactorily proven to be the person s whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal

Pauline M. Bozman
NOTARY PUBLIC
Pauline M. Bozman

My Commission expires 5/2/55

Recorded: Feb. 3, 1955 at 1 P.M.

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

PURCHASE MONEY
MORTGAGE

FROM

WILFORD G. BARRETT AND

RUTH E. BARRETT, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record Feb 3 19 55 at 1:00 o'clock P M.
Same day recorded in Liber JHH No. 940 folio 458 &c. one of the Land Records of Anne Arundel County and examined per
Clerk.
Cost of Record $

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

OF

VALUABLE REAL ESTATE (IMPROVED)

at Boulevard Park on the Magothy

Under and by virtue of a power of sale contained in a mortgage from Wilford G. Barrett andRuth E. Barrett, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 458, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 8, 1955

at 1:00 o'clock P.M.

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 57, 58 and 59, Section 12, as shown on the plat of Boulevard Park on the Magothy, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 13, Folio 36.

Being the same property conveyed unto Wilford G. Barrett and Ruth E. Barrett, his wife, by Edwin C. Katzenberger and Alma B. Katzenberger, his wife, by deed dated February 2, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 900, Folio 456.

The above property is improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

William W. Townshend, Jr., Attorney
Towns-Worth Bldg., South St.
Annapolis, Maryland

Robert H. Campbell, Auctioneer

Maryland Gazette Press

October 13, 20, 27
November 3

Filed: 10 Oct. 1955

6.

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF WILFORD G. BARRETT AND RUTH E. BARRETT, HIS WIFE	:	No. 11,518 Equity
	:	IN THE
	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

AFFIDAVIT

In compliance with Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

William W. Townshend, Jr., being first duly sworn, on oath deposed and says that he is the duly authorized agent of the United Federal Savings and Loan Association of Glen Burnie, the plaintiff in the above entitled cause, and makes this affidavit in its behalf.

Affiant states that he makes this affidavit pursuant to the provisions of the Soldiers and Sailors Civil Relief Act of Congress, October 1940, and Soldiers and Sailors Civil Relief Act Article 87A, Bagby's Annotated Code of Maryland, 1939 Edition, that on behalf of plaintiff, careful investigation has been made to ascertain whether or not the above named defendants are in the military service of the United States and that as a result of said investigation, affiant has discovered and does hereby make oath that said defendants are not in the military service of the United States, that is to say, said defendants are not members of the Army of the United States, the United States Navy, the Marine Corps, the Coast Guard, and are not officers of the Public Health Service detailed by proper authority for duty with any of the branches aforesaid, nor are said defendants under training or education under the supervision of the United States preliminary to induction into the

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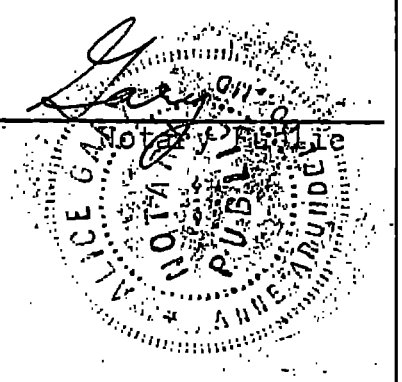
Filed: 7 Nov. 1955

military service, but are employed as civilians and not subject to aforesaid.

William W. Townshend, Jr.
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 7th day of November, 1955.

Alice Gary
Alice Gary Notary Public



8

IN THE MATTER OF THE MORTGAGED REAL	:	No. 11,518 Equity
ESTATE OF WILFORD G. BARRETT AND	:	In the Circuit Court for
RUTH E. BARRETT, HIS WIFE	:	Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Wilford G. Barrett and Ruth E. Barrett, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 458		$6,300.00
Less: Total amount paid on principal	$ 45.11	
Credit expense account	18.00	
	$ 63.11	63.11
		$6,236.89
Interest thereon to October 31, 1955	$ 187.74	
Interest thereon to November 8, 1955	3.22	
	$ 190.96	190.96
		$ 6,427.85

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this fourth day of November, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., the Attorney named in mortgage, and made oath in due form of law that the above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice Gary
Alice Gary, Notary Public

Filed: 7 Nov. 1955

No. 11,518 Equity

Trustee's Bond LIBER 94 PAGE 342 1-371-Md.

KNOW ALL MEN BY THESE PRESENTS: 192914

THAT WE William W. Townshend Jr. Annapolis, Maryland

.....as principal,

and New Amsterdam Casualty Company ---------- a corporation of the State of New York ----------, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of EIGHT THOUSAND AND 00/100 ($8,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 31st day of October in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden William W. Townshend Jr. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County, Md., has been appointed trustee to sell property Lots. Nos. 57, 58, 59 Section 12 Boulevard Park on the Magothy - Anne Arundel Co. Maryland

mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Wilford G. Barrett and Ruth E. Barrett, his wife

now pending in said Court:

Now the Condition of the above Obligation is such,

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

Witness as to principal:
Alice Gary

Signed, sealed and delivered in the presence of

As to Surety:
M.S. Kraus

William W. Townshend Jr. (SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

by: C. Lee Burgess Vice-President (SEAL)

Attest (SEAL)
Assistant Secretary

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the .....

.....a corporation of the State of.....

does hereby constitute and appoint.....

.....

its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and discription that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~ Anne Arundel Co Md. State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said.....

duly affixed by its Vice-President and attested by its Assistant Secretary, this.....

day of....., 195.....

.....

By: .....
Vice President

ATTEST:

.....
Assistant Secretary

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

....., 19.....

.....
Assistant Secretary

Bond approved this 7 Nov. 1955
George J. Cromwell, Clerk

Filed: 7 Nov. 1955

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Filed 10 Nov. 1955

ROBERT H. CAMPBELL - - - - - - - - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

AT BOULEVARD PARK ON THE MAGOTHY

Under and by virtue of a power of sale contained in a mortgage from Wilford G. Barrett and Ruth E. Barrett, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 458, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 8th, 1955

AT 1:00 O'CLOCK P.M.

ALL those lots or parcels of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lots Nos. 57, 58 and 59, Section 12, as shown on the plat of Boulevard Park on the Magothy, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 13, Folio 36.

BEING the same property conveyed unto Wilford G. Barrett and Ruth E. Barrett, his wife, by Edwin C. Katzenberger and Alma B. Katzenberger, his wife, by deed dated February 2, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 900, Folio 456.

The above property is improved by a frame dwelling with modern conveniences.

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

For further particulars, apply to:

WILLIAM W. TOWNSHEND, JR., Attorney
Towns-Worth Bldg., South Street
Annapolis, Md. and

Filed 10 Nov. 1955

November 8, 1955
Annapolis, Md.

This is to certify that I have this 8th day of November, 1955, sold the property described by said advertisement in the Third Election District of Anne Arundel County, Maryland, known as Lots Nos. 57, 58 and 59, Section 12, Boulevard Park on the Magothy, to

at and for the sum of $627.85

being then and there the highest bidder for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

November 8, 1955
Annapolis, Md.

I hereby certify that I have this 8th day of November, 1955, purchased from William W. Townshend, Jr., Attorney named in mortgage, the property situated in the Third Election District of Anne Arundel County, Maryland, known as Lots Nos. 57, 58 and 59, Section 12, Boulevard Park on the Magothy, for the sum of $627.85

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

United Federal Savings & Loan Assn. of Glen Burnie

By Robert E. Ward

Purchaser

President

Purchaser

Filed: 10 Nov. 1955

IN THE MATTER OF THE MORTGAGED REAL	: No. 11,518	Equity
ESTATE OF WILFORD G. BARRETT and	:	In the Circuit Court for
RUTH E. BARRETT, HIS WIFE	:	Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgaged filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Wilford G. Barrett and Ruth E. Barrett, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 2, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 900, Folio 458, the said William W. Townshend, Jr., Attorney named in the aforesaid mortgage to make sale of the property therein described in case of default, and default having occurred thereunder, after having given due notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and after having complied with all other requisites of the mortgage and of the law for such cases made and provided, offered the property in said mortgage described at public auction on the premises on Tuesday, November 8, 1955, at one o'clock P.M., and then and there sold the said property to United Federal Savings and Loan Association of Glen Burnie, at and for the sum of Five Thousand Six Hundred Twenty-seven Dollars and Eighty-five Cents ($5,627.85), being at that figure the highest bidder therefor, said property being as follows:

KNOWN AND DESIGNATED as Lots Nos. 57, 58 and 59, Section 12, as shown on the plat of Boulevard Park on the Magothy, which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 13, Folio 36.

AND the said Attorney further reports that he has received from the said purchaser a deposit as required by the terms of said sale and has also required the Purchaser's Agreement to comply with the terms of sale, which are as follows: Terms of Sale: A deposit of Five Hundred Dollars

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Filed: 10 Nov. 1955

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

Respectfully submitted,

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

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 10th day of November, 1955, before the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared William W. Townshend, Jr., Attorney named in mortgage, and made oath in due form of law that the matters and things stated in the aforegoing Report of Sale are true to the best of his knowledge and belief, and that the sale therein reported was fairly made.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

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LIBER 94 PAGE 347

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~Vested~~
Wilford G. Barrett and
Ruth E. Barrett, His Wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,518 Equity

Ordered, this 10 day of November, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19 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 19 day of December next.

The report states that the amount of sale ~~to be~~ was $ 5,627.85.

George J. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 10 Nov., 1955.

In The Matter Of The
Mortgaged\Real Estate Of
~~Vested~~
Wilford G. Barrett and
Ruth E. Barrett, His Wife

G

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 20th day of December, 1955, that the sale made and reported by the ~~Trustees~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

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Filed: 20 Dec 1955

LIBER 94 PAGE 348 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 19, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,518

Wilford G. Barrett

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 19th day of December, 1955. The first insertion being made the 17th day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 1630

By H. Tilghman

Filed: 20 Dec 1955

16

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,518 Equity

In The Matter Of The Mortgaged Real Estate Of WILFORD G. BARRETT and RUTH E. BARRETT, His Wife.

Ordered, this 10th day of November, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by WILLIAM W. TOWNSEND, Jr., Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 19th 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 19th day of December next.

The report states that the amount of sale was $5,627.85.

GEORGE T. CROMWELL, Clerk.

True Copy TEST:

GEORGE T. CROMWELL, Clerk.

d-S

LIBER 94 PAGE 349

In the Case of

In the Matter of the
Mortgaged Real Estate
of ~~his~~
Wilford G. Barrett
and
Ruth E. Barrett, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,518 Equity

To the Honorable, the Judges of said Court:

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

December 27, 1955

All of which is respectfully submitted.

Laura K. Jacklung
Auditor.

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Dr. In the Matter of the Mortgaged Real Estate of Wilford G. Barrett and Ruth E. Barrett, his wife

			in ac.	
To Attorney for Commissions, viz:	199	10		
To Attorney for Fee, viz:	100	00	299	10
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	33	76		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	11	80		
New Amsterdam Casualty Co. - bond premium	32	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	30		
One-half State documentary stamps	3	30		
Alice Gary - notary fee	1	50	144	66
To United Federal Savings & Loan Ass'n of Glen Burnie, Mortgagee - this balance on account mortgage claim	5,141	60	5,141	60
			5,636	86
Amount of mortgage claim filed	6,427	85		
Cr. Amount allowed above	5,141	60		
Balance subject to decree in personam	1,286	25		

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

1955				
Nov.	8	Proceeds of Sale	5,627 85	5,627 85
		Refund 1955 State and County taxes ($62.65) adjusted to 11/8/55	9 01	9 01
				5,636 86

19

LIBER 94 PAGE 352

ORDER NISI

In the Matter of the Mortgaged Real Estate of Wilford G. Barrett and Ruth E. Barrett, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,518 Equity.

ORDERED, This 27th 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 6th 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 6th day of February next.

George J. Cromwell

Filed: 27 Dec 1955

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 21st day of February, 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

Judge

FEB 21 1956

Filed

20

LIBER 94 PAGE 353

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 14, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,518

Auditor's Account

Wilford G. Barrett

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 6th day of February, 1956. The first insertion being made the 25th day of January, 1956

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 5174

By H. Tilghman

Filed FEB 21 1956

21

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,518 Equity

In The Matter Of The Mortgaged Real Estate Of WILFORD G. BARRETT and RUTH E. BARRETT, his wife.

Ordered, this 27th 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 6th 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 6th day of February next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

j-19

LIBER 94 PAGE 354

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CLIFFORD A. BARKMAN and	*	FOR
REGINA B. BARKMAN, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11,475 EQUITY

* *

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 8 Sept., 1955.

LIBER 94 PAGE 355

LIBER 882 PAGE 423

Form No. 1—County Fee

No. 11,475 Equity

This Mortgage, made this 23rd day of November ,

in the year one thousand nine hundred and Fifty-four , between

CLIFFORD A. BARKMAN and REGINA B. BARKMAN, 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 CLIFFORD A. BARKMAN and REGINA B. BARKMAN, his wife

the sum of Nine Thousand and 00/100 ($9,000.00)---------- 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 Seventy-three and 54/100 ($73.54)----------

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 CLIFFORD A. BARKMAN and REGINA B. BARKMAN, 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 Eighth election district of Anne Arundel County, State of Maryland, and described as follows:

ALL that tract of ground situate in the Eighth Election District of Anne Arundel County, Maryland, about one eighth of a mile, more or less Southerly from Tracy's Landing Post Office, according to a survey by John Shepperd, Surveyor, in April 1925, and more particularly described as follows:

BEGINNING FOR THE SURVEY of said lands at a honey locust tree standing on the West side of the State Road leading from Annapolis via Friendship to Solomons Island, said tree, a corner boundary of the lands of J. Lester Clark and running from said tree and with the West side of the State Road South 17 degrees 30 minutes West 16.72 perches to a post thence leaving said Road and running down the low grounds of a branch North 62 degrees West 23.72 perches to a post in the outline of the lands of the late Sellman T. Hall, thence running with said outline North 01 degree 35 minutes West 14.52 perches to a post, a corner boundary of the lands of J. Lester Clark, thence leaving the aforesaid outline and running with and bounding on the lands of the said J. Lester Clark South 69 degrees East 27.36 perches to the place of beginning. Containing 2 acres, 1 Rood and 22

Filed 8 Sept., 1955

2

square perches, more or less.

BEING the same property which was conveyed to the within named Mortgagors, Clifford A. Barkman and Regina B. Barkman, his wife, by deed from Anthony De Maury and Lucille De Maury, his wife, dated September 28, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 785, folio 245.

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, ESPECIALLY the rights of others to use streams binding or traversing the property.

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) CLIFFORD A. BARKMAN and REGINA B. BARKMAN, 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:

Samuel M. Ivrey

Samuel M. Ivrey, as to both

Clifford A. Barkman (SEAL)
Clifford A. Barkman

Regina B. Barkman (SEAL)
Regina B. Barkman

..... (SEAL)

..... (SEAL)

LIBER 94 PAGE 358

LIBER 882 PAGE 426

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 23rd day of November

in the year one thousand nine hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

CLIFFORD A. BARKMAN and REGINA B. BARKMAN, 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.

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Samuel M. Ivrey; Notary Public.

My commission expires on May 2, 19 55

Recorded: Nov. 24, 1954 at 1.30 P.M.

Mortgage

FROM

CLIFFORD A. BARKMAN and

REGINA B. BARKMAN, his wife

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

2 acres +
Property Tracy's Landing
8th El. Dist. A. A. Co., Md.

Received for record Nov. 24
1954 at 1.30 o'clock P. M.
Same day recorded in Liber G.H.H.
No. 882 folio 423 &c. one of the Land Records of Anne Arundel County and examined per
Clerk.
Cost of Record $ 5.60

SAMUEL M. IVREY
ATTORNEY AT LAW
144 GLOUCESTER STREET
ANNAPOLIS, MD.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, the 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 30 th day of August, 1955.

ATTEST: ENTERPRISE FED. SAV. & LOAN ASS'N. OF ANNAPOLIS, MD. 70 MAIN AVE.

Enterprise Federal Savings and Loan Association

by: R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

ASSGMT
Received for Record
at 5 E.P.T. 1955, at 11 15 A.M.
and the same day recorded in Liber G.F.C.J.H.H. No. 882 Fol. 426 &c.
Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

Property:

Description approved

Execution approved

LIBER 94 PAGE 359

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CLIFFORD A. BARKMAN and	*	FOR
REGINA B. BARKMAN, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11,475 EQUITY

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under a Mortgage to the said Association from Clifford A. Barkman and Regina B. Barkman, his wife, dated November 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 882, folio 423, said Mortgage being in default.

Balance due upon principal	$8,904.78
Interest to October 11, 1955	15.07
	$8,919.85

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 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

Samuel M. Ivrey; Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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Filed 8 Sept., 1955.

LIBER 94 PAGE 360

Militar Affidavit under Soldiers' and Sai' ;' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF

CLIFFORD A. BARKMAN and

REGINIA B. BARKMAN, his wife

IN THE

Circuit Court

OF

Anne Arundel County

Equity No. 11,475

Docket ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, Anne Arundel County, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said County, personally appeared Samuel M. Ivrey, Attorney

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 7th day of Sept. 19 55

Catherine S. Runnacles
Notary Public

Filed 8 Sept., 1955

LIBER 94 PAGE 361

No. 11,475 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 of 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 Nine Thousand Dollars ($9,000.00) 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 11th day of October, 1955.

WHEREAS by virtue of a power of sale contained in a mortgage from Clifford A. Barkman and Regina B. Barkman, his wife, to Enterprise Federl Savings & Loan Association of Annapolis, Md. bearing date on or about November 23, 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

Samuel M. Ivrey SEAL
Principal

GLOBE INDEMNITY COMPANY, a body corporate.

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

W. Darby Miller
W. Darby Miller Asst Atty

Approved this 11 Oct. 1955
George T. Cromwell. Clerk

Filed: 11 Oct. 1955

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GEORGE W. SCIBLE LIBER 94 PAGE 362 Auctioneer

ATTORNEY'S SALE

— OF VALUABLE —

Improved Combined Commercial And Residential Property

TRACY'S LANDING, MD.

Under and by virtue of the power of sale contained in the Mortgage from Clifford A. Barkman and Regina B. Barkman, his wife, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, a body corporate dated November 23, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 882, folio 423, 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

Tuesday, October 11th, 1955

AT 11 O'CLOCK A.M.

ALL that tract of ground situate in the Eighth Election District of Anne Arundel County, Maryland, about one eighth of a mile, more or less, southerly from Tracy's Landing Post Office, according to a survey by John Shepperd, Surveyor, in April 1925, and more particularly described as follows:

BEGINNING FOR THE SURVEY of said lands at a honey locust tree standing on the West side of the State Road leading from Annapolis via Friendship to Solomons Island, said tree, a corner boundary of the lands of J. Lester Clark and running from said tree and with the West side of the State Road South 17 degrees 30 minutes West 16.72 perches to a post thence leaving said road and running down the low grounds of a branch North 62 degrees West 23.72 perches to a post in the outline of the lands of the late Sellman T. Hall, thence running with said outline North 01 degree, 35 minutes West 14.52 perches to a post, a corner boundary of the lands of J. Lester Clark, thence leaving the aforesaid outline and running with and bounding on the lands of the said J. Lester Clark, South 69 degrees East 27.36 perches to the place of beginning. Containing 2 acres, 1 Rod and 22 square perches, more or less.

BEING the same property which was conveyed to the within named Mortgagors, Clifford A. Barkman and Regina B. Barkman, his wife, by Deed dated September 28, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 785, folio 245, from Anthony De Maury and Lucille De Maury, his wife.

THE said property being improved by a combined store and dwelling.

TERMS OF SALE: A Deposit of ten (10) per cent of the purchase price will be required of the purchaser or purchasers on the day of sale, balance of the purchase money, with interest thereon at the rate of 6% per annum, to be paid in cash upon final ratification of sale. Taxes and all other assessments to be adjusted to the date of sale. For further particulars, apply to:

SAMUEL M. IVREY,
Attorney named in the Mortgage,
144 Gloucester Street,
Annapolis, Md.

Filed 17 Oct., 1955

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $5,000.00 and I/We agree to abide by the terms therein.

As Witness the name of the body corporate by the signature of its President, Attested by its Secretary and the Corporate Seal affixed thereto.

ATTEST: ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION

BY: R. Gardiner Chaney, President

Samuel M. Ivrey, Secretary

I hereby certify that I sold property described on the reverse side of this Handbill to Enterprise Federal Savings and Loan Association at and for the price of $ 5,000.00 he/they, being then and there the highest bidder therefor.

Witness my Hand and Seal this 11th day of October, 1955.

WITNESS:

Samuel M. Ivrey.

George W. Scible (SEAL)
Auctioneer
George W. Scible

Filed 17 Oct., 1955

IN THE MATTER OF THE	*	IN THE
MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
CLIFFORD A. BARKMAN and	*	FOR
REGINA B. BARKMAN, his wife	*	ANNE ARUNDEL COUNTY
	*	NO. 11,475 EQUITY

* *

ATTORNEY'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Attorney named in the Mortgage, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage being in default, having given bond with surety which was duly approved and having given 20 days' notice of time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper printed, and published in Anne Arundel County, he did, pursuant to said notice of sale attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, October 11, 1955 at 11:oo 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 tract of ground situate in the Eighth Election District of Anne Arundel County, Maryland, about one eighth of a mile, more or less, southerly from Tracy's Landing Post Office, according to a survey by John Shepperd, Surveyor, in April 1925 and more particularly described as follows:

BEGINNING FOR THE SURVEY of said lands at a honey locust tree standing on the West side of the State Road leading from Annapolis via Friendship to Solomons Island, said tree, a corner boundary of the lands of J. Lester Clark and running from said tree and with the West side of the State Road South 17 degrees 30 minutes West 16.72 perches to a post thence leaving said road and running down the low grounds of a brance North 62 degrees West 23.72 perches to a post in the outline of the lands of the late Sellman T. Hall,

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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Filed 17 Oct., 1955

thence running with said outline North 01 degree, 35 minutes West 14.52 perches to a post, a corner boundary of the lands of J. Lester Clark, thence leaving the aforesaid outline and running with and bounding on the lands of the said J. Lester Clark, South 69 degrees East 27.36 perches to the place of beginning. Containing 2 acres, 1 Rod and 22 square perches, more or less.

BEING the same property which was conveyed to the within named Mortgagors, Clifford A. Barkman and Regina B. Barkman, his wife, by Deed dated September 28, 1953 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 785, folio 245, from Anthony De Maury and Lucille De Maury, his wife.

Said property being sold to the Enterprise Federal Savings and Loan Association, at and for the sum of $5,000.00, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And, as in duty bound, etc.

Samuel M. Ivrey, Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 13th day of October 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Samuel M. Ivrey, Attorney named in the Mortgage, and made oath in due form of law that the matters and things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my Hand and Notarial Seal.

Betty L. Parks, Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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LIBER 94 PAGE 366

ORDER NISI

In the Matter of The Mortgaged
Real Estate of
xxxxx
Clifford A. Barkman and
Regina B. Barkman, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

No. 11,475 Equity

Ordered, this 17th day of October, 19 55, That the sale of the property therein mentioned made and reported by Samuel M. Ivrey, Attorney named in the Mortgage, xxxxxx

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 sales ~~xxxx~~ was $ 5,000.00.

George J. Cromwell Clerk.

True Copy.

Filed: 17 Oct. 1955

TEST: Clerk.

(Final Order)

In the Matter of the Mortgaged
Real Estate of
xxxxx
Clifford A. Barkman and
Regina B. Barkman, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 30th day of November, 1955, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed: 30 Nov. 1955

LIBER 94 PAGE 367

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,475 EQUITY

In the Matter of The Mortgaged Real Estate of

CLIFFORD A. BARKMAN and REGINA B. BARKMAN, his wife.

Ordered, this 17th day of October, 1955, That the sale of the property therein 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 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 $5,000.00.

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., November 26, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,475

Clifford A. Barkman

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.

No. E.C. 824

By H. Tilghman

Filed 29 Nov, 1955

LIBER 94 PAGE 368

In the Case of

In the Matter of the
Mortgaged Real Estate
of
~~W/S~~
Clifford A. Barkman
and
Regina B. Barkman, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,475 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 12, 1955

All of which is respectfully submitted.

Laura R. Jickling
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Clifford A. Barkman and Regina B. Barkman, his wife — in ac.

To Attorney for Fee, viz:	35	00		
To Attorney for Commissions, viz:	180	00	215	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 - advertising sale	50	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	07		
Globe Indemnity Co. - bond premium	36	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	2	75		
One-half State documentary stamps	2	75		
Clerk of Court - recording assignment	1	00		
Betty E. Parks - notary fee		50	145	07
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Maryland, mortgagee- this balance on account mortgage claim	4,599	33	4,599	33
			5,006	40
Amount of mortgage claim filed	8,919	85		
Cr. Amount allowed above	4,599	33		
Balance subject to decree in personam	4,320	52		

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with Samuel M. Ivrey, Attorney named in Mortgage Cr.

1955						
Oct.	11	Proceeds of Sale	5,000	00	5,000	00
		Refund 1955 State and County taxes ($28.85) - 2 months 20 days	6	40	6	40
			5,006	40		

LIBER 94 PAGE 371

ORDER NISI

In the Matter of the
Mortgaged Real Estate
of ~~XXXXXXX~~
Clifford A. Barkman
and
Regina B. Barkman, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,475 Equity.

ORDERED, This 13th 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.

Filed: 13 Dec. 1955 George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 19th 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

Filed JAN 19 1956

LIBER 94 PAGE 372

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1956

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 11475

Clifford A. Barkman et al

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 Marie Tate

No. E.C. 5133

Filed JAN 18 1956

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Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,475 EQUITY

In the Matter of the Mortgaged Real Estate of CLIFFORD A. BARKMAN and REGINA B. BARKMAN, his wife.

Ordered, this 13th 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.

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LIBER 94 PAGE 373

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN T. HARTNETT and	*	FOR
JEAN M. HARTNETT, his wife and	*	ANNE ARUNDEL COUNTY
JAMES B. PITTMAN and	*	EQUITY NO. 11,489
GRACE P. PITTMAN, his wife	*	

* *

Mr. Clerk:

Please docket this case and file the original Mortgage, statement of Mortgage debt and Military Affidavit.

Samuel M. Ivrey, Assignee

Samuel M. Ivrey; Assignee

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

Filed 21 Sept., 1955.

LIBER 94 PAGE 374

LIBER 411 PAGE 475

No. 11,489 Equity

Form No. 1—County Fee

Purchase Money
This Mortgage, made this 5th day of June ,

in the year one thousand nine hundred and forty-seven , between

John T. Hartnett and Jean M. Hartnett, 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 John T. Hartnett and Jean M. Hartnett, his wife,

the sum of FIFTY-TWO HUNDRED AND FIFTY DOLLARS ~~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 4½% per annum, in the manner following:

By the payment of Thirty-two ($32.00)

dollars plus one-twelfth of the annual taxes, water rents, insurance premiums, and other public charges and assessments on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

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

FIRST: To the payment of interest;

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

THIRD: Towards the payment of the aforesaid principal sum;

FOURTH: This loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid, will be charged as a consideration for the acceptance of such prepayment.

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

Now therefore, this mortgage witnesseth, that in consideration of the premises and of one dollar, the said John T. Hartnett and Jean M. Hartmett, his wife

do(th) grant, convey and assign unto said Enterprise Federal Savings and Loan Association of Annapolis, Md., its successors and assigns, all those lots , pieces , or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

LOTS NUMBERED 5497, 5498, 5499, together with the right, title and interest of the Mortgagors, if any, in and to that portion of the road or roads, street or streets or Avenues immediately adjoining the said premises, as designated and delineated on the Plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", and filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat 13, formerly recorded in Plat Book F.S.R. No. 3, folio 27;

Being the same property which was conveyed to the said John T. Hartnett and Jean M. Hartnett, his wife, by Frank J. Coleman and Deborah C. Coleman, his wife, by

Filed 21 Sept., 1955.

deed dated of even date and filed among the Land Records of Anne Arundel County immediately prior hereto.

Being also the same property which was conveyed to the said Frank J. Coleman by Frank I. Williams and Edith McC. Williams, his wife, by deed dated July, 21, 1933, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. 125, folio 26.

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) John T. Hartnett and Jean M. Hartnett, 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 ..4.. % per annum from the date of said payment, and said mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

VII. That the whole of said principal sum shall become due after default in the payment of any monthly installment, as herein provided, for thirty days or after default in the performance of any of the aforegoing covenants for thirty days, only, however, after notice and demand in either event having been served on the mortgagor(s) in person or by mail, to the mortgagors' last known address.

And it is agreed that until default is made, the said mortgagor(s), his, her or their heirs, personal representatives or assigns may retain possession of the mortgaged property.

And the said mortgagor(s) consent(s) that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Section 720 to 732 inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any supplement thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said mortgagee, its successors or assigns, or by Benjamin Michaelson, its duly constituted Attorney or Agent, under Article LXVI, Sections 6 to 10, inclusive, of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages. And upon any sale of said property, under the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than thirty-five dollars:

Second, to the extinguishment of all claims of the mortgagee, its successors or assigns; and

Third, the balance, if any, to the said mortgagor(s), his, her or their heirs, personal representatives or assigns.

Witness the hand(s) and seal(s) of the said mortgagor(s).

WITNESS:

Katharine H. McCutchan
Katharine H. McCutchan

John T. Hartnett (SEAL)
John T. Hartnett

Jean M. Hartnett (SEAL)
Jean M. Hartnett

(SEAL)

(SEAL)

LIBER 94 PAGE 377 LIBER 411 PAGE 478

INSPECTED
L. H.
F. H. L. B. A.

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 5th day of June ,

in the year one thousand nine hundred and forty-seven , before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared

John T. Hartnett and Jean M. Hartnett, his wife, , the mortgagor(s) named in the aforegoing mortgage and he, she or they acknowledged said mortgage to be his, her or their act.

At the same time also appeared R. Gardiner Chaney , President of Enterprise Federal Savings and Loan Association of Annapolis, Md., a body corporate, the mortgagee, and made oath in due form of law that the consideration mentioned in said mortgage is true and bona fide as therein set forth.

As witness my hand and Notarial Seal.

Katharine N. McCutchan
Katharine N. McCutchan Notary Public

My commission expires on

19

Recorded- 5th-June-1947-at-3-P.M.

FILE IN EQUITY

PURCHASE MONEY

Mortgage

FROM

John T. Hartnett

and

Jean M. Hartnett, his wife,

TO

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION OF ANNAPOLIS, MD.

Property

Received for record June 5 1947 at 3 o'clock P.M.
Same day recorded in Liber J.H.H. No. 411 folio 478 &c. one of the Land Records of Anne Arundel County and examined per
Cost of Record $

BENJAMIN MICHAELSON
ATTORNEY AT LAW
15 SCHOOL ST.
ANNAPOLIS, MD.

FOR VALUE RECEIVED, the Enterprise Federal Savings and Loan Association, a body corporate, hereby assigns the above and within Mortgage unto Samuel M. Ivrey, Assignee, for the purpose of foreclosure and collection.

AS WITNESS its corporate seal and the signature of R. Gardiner Chaney, its president, this 25th. day of July, 1955.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY R. GARDINER CHANEY

Attest:

Samuel M. Ivrey, Secretary

Received for Record 21 Day of SEPT 1955 at 12 20 P M and the same day recorded in Liber G.H.P. No. 414 Fol. 472 Records of Anne Arundel County

GEORGE T. CROMWELL, Clerk

100 Pa

Property:

Description approved

Execution approved

LIBER 94 PAGE 378

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN T. HARTNETT and	*	FOR
JEAN M. HARTNETT, his wife and	*	ANNE ARUNDEL COUNTY
JAMES B. PITTMAN and	*	Equity 11,489 No.
GRACE P. PITTMAN, his wife	*	

* *

STATEMENT OF MORTGAGE DEBT

Statement of the Mortgage claim of Enterprise Federal Savings and Loan Association of Annapolis, Maryland, under Mortgage to the said Association from John T. Hartnett and Jean M. Hartnett, his wife, assumed by James B. Pittman and Grace P. Pittman, his wife, by deed dated November 28, 1951 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 834 folio 490 , said Mortgage dated June 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 411, folio 475; said Mortgage being in default.

Balance due upon principal	$4,130.83
Interest to 10/25/55	11.50
	$4,142.33

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 19th. day of September, 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 NOTARY PUBLIC ANNE ARUNDEL CO. MD.
LAW OFFICES SAMUEL M. IVREY ANNAPOLIS, MD.

Samuel M. Ivrey; Notary Public

Filed 21 Sept., 1955.

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Militar \ffidavit under Soldiers' and Sail' Civil Relief Act

LIBER 94 PAGE 379 of 1940 and Amendment thereto of October 6, 1942

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF JOHN T. HARTNETT AND JEAN M. HARTNETT, his wife and JAMES B. PITTMAN and GRACE P. PITTMAN, his wife

vs.

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity
~~Docket~~ ..... Fol. .....

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 County and for said ~~City~~, personally appeared Brendan O'Dwyer, Executive Secretary of 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.

Brendan O'Dwyer
Affiant.
Brendan O'Dwyer

Subscribed and sworn to before me this 19th day of Sept. 19 55

SAMUEL M. IVREY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Samuel M. Ivrey
Notary Public
Samuel M. Ivrey

Filed 21 Sept., 1955.

LIBER 94 PAGE 380

No. 11,489 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** TWENTY-FIVE HUNDRED DOLLARS ($2,500.00) **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** 25th day of October, 1955.

WHEREAS by virtue of a power of sale contained in a mortgage from John T. Hartnett and Jean M. Hartnett, his wife, and James B. Pittman and Grace T. Pittman, his wife, to Enterprise Federal Savings & Loan Association of Annapolis, Md. **bearing date on or about** June 5th, 1947 **, the said** SAMUEL M. IVREY **is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or in 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 tothe sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.**

SIGNED, sealed and delivered in the presence of

Samuel M. Ivrey **SEAL**
Samuel M. Ivrey **Principal**

GLOBE INDEMNITY COMPANY, a body corporate,

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

Surety.

Mary M. Hoff
Mary M. Hoff, as to all

Bond Approved 10/25/55
George J. Cromwell Clerk

Filed: 27 Oct. 1955

LIBER 94 PAGE 381

No. 11,489 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK

A NEW YORK CORPORATION

A STOCK COMPANY

ADDITIONAL 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 Seventeen Hundred Dollars ($1,700.00) 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 27th day of October, 1955.

WHEREAS by virtue of a power of sale contained in a mortgage from John T. Hartnett, et al, bearing date on or about June 5, 1947, the said Samuel M. Ivrey was 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 was made in the payment of the interest and principal aforesaid, and the said Samuel M. Ivrey has executed said power and made sale of the property described as aforesaid in said mortgage.

AND WHEREAS the proceeds therefrom exceeded the penalty of the original bond filed in these proceedings, thereby making requisite this additional bond.

NOW, THEREFORE, 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; otherwise to be and remain in full force and virtue in law.

SIGNED, SEALED AND DELIVERED
in the presence of

Samuel M. Ivrey (SEAL)
PRINCIPAL

Margaret B. Hendrix
Margaret B. Hendrix, as to all

GLOBE INDEMNITY COMPANY, a body corporate
By John H. Hopkins, IV
John H. Hopkins, IV, Attorney-in-fact

Bond Approved 10/27/55
George J. Cromwell
Clerk

Filed: 27 Oct. 1955

GEORGE W. SCIBLE - LIBER 94 PAGE 382 - - - - - Auctioneer

ASSIGNEE'S SALE

— OF VALUABLE —

Improved Real Estate

Woodland Beach, A. A. County, Maryland

Under and by virture of the power of sale contained in the Mortgage from John T. Hartnett and Jean M. Hartnett, his wife, assumed by James B. Pittman and Grace P. Pittman, his wife, by Deed dated November 28, 1951 and recorded among the Land Records of Anne Arundel County in Liber JHH 834, folio 490, said Mortgage dated June 5, 1947, and recorded among the aforesaid Land Records in Liber JHH No. 411, folio 475, to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, Incorporated and duly assigned for the purpose of foreclosure, default having occurred in said Mortgage, the undersigned, will offer for sale at public auction at the Court House Door, Annapolis, Maryland, on

TUESDAY, OCTOBER 25th, 1955

AT 2 O'CLOCK P.M.

all those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

Lots Numbered 5497, 5498, 5499, together with the right, title and interest of the Mortgagors, if any, in and to that portion of the road or roads, street or streets or avenues immediately adjoining the said premises, as designated and delineated on the Plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland," and filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y, Plat 13, formerly recorded in Plat Book F.S.R. No. 3, folio 27.

Being the same property which was conveyed to the said John T. Hartnett and Jean M. Hartnett, his wife, by Frank J. Coleman and Deborah C. Coleman, his wife, by Deed dated June 5, 1947, and recorded among the Land Records aforesaid in Liber JHH 411, folio 473.

And being the same property which was conveyed to James B. Pittman and Grace P. Pittman, his wife, by deed from John T. Hartnett and Jean M. Hartnett, his wife, dated November 28, 1951, and recorded among the aforesaid Land Records in Liber J.H.H. 834, folio 490.

The said property being improved by a frame bungalow consisting of five 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 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, Md.

Filed: 27 Oct. 1955

I/We hereby certify that I/We purchased the property described on the reverse side of this Handbill at and for the price of $ 1,500.00 and I/We agree to abide by the terms herein.

Witness the corporate Seal of the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, by the signature of its President, R. Gardiner Chaney, attested by Samuel M. Ivrey, Secretary this 25th day of October, 1955.

WITNESS: ENTERPRISE FEDERAL SAVINGS & LOAN ASS'N.

Samuel M. Ivrey, Secretary

BY: R. Gardiner Chaney, President

I hereby certify that I sold the property described on the reverse side of this Handbill to Enterprise Federal Savings and Loan Association of Annapolis, Maryland, at and for the price of $ 1,500.00 it being then and there the highest bidder therefor.

Witness my Hand and Seal this 25th day of October, 1955.

WITNESS:

George W. Scible, Auctioneer (SEAL)

Filed: 27 Oct. 1955

LIBER 94 PAGE 384

IN THE MATTER OF	*	IN THE
THE MORTGAGED REAL ESTATE OF	*	CIRCUIT COURT
JOHN T. HARTNETT and	*	FOR
JEAN M. HARTNETT, his wife and	*	ANNE ARUNDEL COUNTY
JAMES B. PITTMAN and	*	
GRACE P. PITTMAN, his wife	*	EQUITY NO 11,489

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

ASSIGNEE'S REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Samuel M. Ivrey, Assignee, filed in these proceedings, authorized to make sale of the property therein mentioned in the event of default thereunder respectfully shows:

That the said Mortgage, being in default, having given bond with surety which was duly approved and having given 20 days notice of time, place manner and terms of sale by advertisement in the "Evening Capital" a newspaper printed and published in Anne Arundel County, he did pursuant to said notice of sale, attend in person at the Courthouse Door in the City of Annapolis, Maryland, on Tuesday, October 25th, 1955 at 2 o'clock P.M., the time and place mentioned in said advertisement and then and there in the presence of a number of persons, did proceed to sell at public sale the property mentioned in said Mortgage to wit:

ALL those lots, pieces or parcels of ground situate, lying and being in the First Election District of Anne Arundel County, State of Maryland, and described as follows:

Lots Numbered 5497, 5498, 5499, together with the right, title and interest of the Mortgagors, if any, in and to that portion of the road or roads, street or streets or avenues immediately adjoining the said premises as designated and delineated on the Plat entitled "Fourth Map of Woodland Beach, District No. 1, Anne Arundel County, Maryland", and filed among the Plat Records of Anne Arundel County in Cabinet No. 1, Rod Y , Plat 12, formerly recorded in Plat Book F.S.R. No. 3, folio 27.

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS. MD

Filed: 27 Oct 1955

BEING the same property which was conveyed to the said John T. Hartnett and Jean M. Hartnett, his wife, by Frank J. Coleman and Deborah C. Coleman, his wife, by Deed dated June 5, 1947 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 411, folio 473.

AND BEING the same property which was conveyed to James B. Pittman and Grace P. Pittman, his wife, by Deed from John T. Hartnett and Jean M. Hartnett, his wife, dated November 28, 1951 and recorded among the aforesaid Land Records in Liber J.H.H. No. 834, folio 490.

Said property being sold to the Enterprise Federal Savings and Loan Association of Annapolis, Maryland, at and for the sum of $1,500.00, it being at that price then and there the highest bidder therefor.

The said purchaser has agreed to comply with the terms of sale. The agreement of the purchaser, certificate of the auctioneer and report of sale are filed herewith, all of which is respectfully submitted.

And as in duty bound, etc.

Samuel M. Ivrey, Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 27th day of OCTOBER, 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 things set forth in the foregoing Report of Sale are true as therein set forth and that said sale was fairly made.

AS WITNESS my Hand and Notarial Seal.

BETTY E. PARKS NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

Betty E. Parks - Notary Public

LAW OFFICES
SAMUEL M. IVREY
ANNAPOLIS, MD.

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LIBER 94 PAGE 386

ORDER NISI

In The Matter of The Mortgaged Real Estate of

~~XXXX~~

John T. Hartnett and
Jean M. Hartnett, his wife, and
James B. Pittman and
Grace P. Pittman, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,489 Equity

Ordered, this 27th day of October, 1955, 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 3rd 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 3rd day of December next.

The report states that the amount of sale ~~xxxxx~~ was $1,500.00.

George T. Cromwell Clerk.

True Copy.

TEST: Clerk.

Filed 27 Oct. 1955

(Final Order)

In The Matter of The Mortgaged Real Estate of
John T. Hartnett and
~~XXXXX~~
Jean M. Hartnett, his wife, and
James B. Pittman and
Grace P. Pittman, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of December, 1955, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Hutchinson
Judge.

Filed 6 Dec., 1955.

LIBER 94 PAGE 387 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. 11,489 Equity

In The Matter Of The Mortgaged Real Estate Of JOHN T. HARTNETT And JEAN M. HARTNETT, His Wife, And JAMES B. PITTMAN And GRACE P. PITTMAN, His Wife.

Ordered, this 27th day of October, 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 3rd 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 3rd day of December next.

The report states that the amount of sale was $1,500.00.

GEORGE T. CROMWELL, Clerk.

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

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CERTIFICATE OF PUBLICATION

Annapolis, Md., December 5, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,489

John T. Hartnett

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of December, 1955. The first insertion being made the 31st day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 1174

Filed: 6 Dec 1955

In the Case of

In the Matter of the Mortgaged
Real Estate
of
vs
John T. Hartnett and Wife
and
James B. Pittman and wife

In the

Circuit Court

For

Anne Arundel County

No. 11,489 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 15, 1955

All of which is respectfully submitted.

Laura K. Jacobsen
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of John T. Hartnett and Jean M. Hartnett, his wife, and James B. Pittman and Grace P. Pittman, his wife in ac.

To Assignee for Fee, viz:	35	00		
To Assignee for Commissions, viz:	76	50	111	50
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	30	50		
Auditor - stating this account	9	00	49	50
To Assignee 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		
Speer Publications, Inc. - handbills	10	42		
Globe Indemnity Co. - bond premium	16	80		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - recording assignment	1	00		
One-half Federal documentary stamps		83		
One-half State documentary stamps		82		
Betty E. Parks - notary fee		50	115	61
To Assignee for Taxes, viz:				
1955 State and County taxes ($70.04)- adjusted to 10/25/55, plus interest	60	43	60	43
To Enterprise Federal Savings & Loan Ass'n of Annapolis, Maryland, mortgagee - this balance on account mortgage claim	1,162	96	1,162	96
			1,500	00
Amount of mortgage claim filed	4,142	33		
Cr. Amount allowed above	1,162	96		
Balance subject to decree in personam	2,979	37		

17

with Samuel M. Ivrey, Assignee Cr.

1955				
Oct.	25	Proceeds of Sale	1,500 00	1,500 00
				1,500 00

ORDER NISI

LIBER 94 PAGE 391

In the Matter of the Mortgaged Real Estate of

~~TERMS~~

John T. Hartnett and Jean M. Hartnett, his wife, and James B. Pittman and Grace P. Pittman, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,489 Equity.

ORDERED, This 19th 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 23rd 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 23rd day of January next.

George T. Cromwell, Clerk

Filed: 19 Dec 1955.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th 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.

Filed JAN 24 1956

LIBER 94 PAGE 392

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 17, 1956

We hereby certify, that the annexed

Order Nisi-Rule Acct. Eq. 11489

John T. Hartnett

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of January, 1956. The first insertion being made the 21st day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Mrs. Tate

No. E.C. 5100

Filed JAN 18 1956

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO 11,489 EQUITY

In the Matter of the Mortgaged Real Estate of
JOHN T. HARTNETT and
JEAN M. HARTNETT, his wife, and
JAMES B. PITTMAN and
GRACE P. PITTMAN, his wife.

Ordered, this 19th 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 23rd dal 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 23rd day of January next.

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

1-4

VINCENT SERIO Anne Arundel County, Maryland	:	IN THE
vs.	:	CIRCUIT COURT
AMELIA RITTLE 2036 Gough Street Baltimore 31, Maryland, and all persons having or claiming to have any interest in the property known as Lots 28-29, Section 75, as shown on Plat of Green Haven, Anne Arundel County, State of Maryland	:	FOR ANNE ARUNDEL COUNTY NO. 11,144 Equity

BILL OF COMPLAINT TO FORECLOSE

EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, Vincent Serio, by George Sachse and Morris Turk, his Solicitors, respectfully shows:

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

2. That the said Anthony Serio has since departed this life testate, and under the terms of his Will, your Complainant is the sole beneficiary and Executor of his estate, a certified copy of said will filed herewith and marked as Complainant's Exhibit No. 2.

3. That by virtue of the authority granted by the Orphans' Court for Anne Arundel County by order dated the 7th day of October, 1954, filed in the Estate of Anthony Serio, said Vincent Serio, executor of the Estate of Anthony Serio, assigned said Tax Sale Certificate, No. 1776, to your Complainant as an individual, said assignment attached to said tax sale certificate and marked as Complainant's Exhibit No. 3.

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

> Certificate No. 1776 - All those lots of ground in the Third Election District of Anne Arundel County, and designated as follows:
> Lots 28-29, Section 75, as shown on the plat of Green Haven, Anne Arundel County, Maryland

which said lots of ground were assessed to Amelia Rittle and was conveyed to the said Amelia Rittle, in fee simple, by deed dated June 30, 1924, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 60, folio 135,

Filed 11 Oct., 1954

and that the amount due to the Collector of Taxes for the State of Maryland, and Anne Arundel County, on the day of the aforesaid sale was $15.60.

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

Amelia Rittle
2036 Gough Street
Baltimore, Maryland
Lots 28-29 Section 75
Third St. - Green Haven
Third Election District,
Anne Arundel County, Maryland

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

6. 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 show that the title of the said lots is vested in the name of Amelia Rittle, listed as Respondent herein.

7. 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 the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland.

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

Amelia Rittle, Certificate No. 1776 - $15.60

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiffs herein, subsequent to the date of sale of said property, plus all other amounts expended by the Complainant as to the aforesaid property, under the Annotated Code of Maryland, 1951, Article 81, as aforesaid.

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

Z

10. That the Respondent is a resident of Maryland and your Complainant prays for process directed to the aforesaid Respondent at the last known address above set forth, as the address of said Respondent.

TO THE END, THEREFORE,

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

(b) That the Court pass a final decree whereby there will be vested in the Plaintiff, an absolute and indefeasible title to the property aforesaid, in fee simple, free and clear of all prior or subsequentt 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 , 1954, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

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

AND, AS IN DUTY BOUND, etc.

George Sachse

George Sachse

Vincent Serio

Vincent Serio

Morris Turk
Solicitors for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 11th day of October, 1954, before me, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Vincent Serio, the above named Complainant, and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

Morris Turk

Notary Public

1776 LIBER 94 PAGE 396

CERTIFICATE OF TAX SALE

COMPLAINANT'S EXHIBIT No. 1

I, JOSEPH H. GRISCOM, Sr. ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 14th 1952, I sold to Anthony Lewis Glen Burnie at public auction for the sum of 16 Dollars and 00 Cents, of which 15.60 Dollars has been paid as a deposit on the property in 3 Dist described as Lots 28-29 Sec 75 as shown on the plat of Green Haven, 3 Dist Ak Co.

and assessed to Amelia Rittle

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

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

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

State of Maryland, Anne Arundel County, Sct:

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

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 4, 1953

4 Filed 11 Oct., 1954

LAST WILL AND TESTAMENT

I, Anthony Serio, Widower, of Glen Burnie Post Office, Anne Arundel County, Maryland; being of sound mind, memory and understanding, capable of making a valid Deed or Contract, do hereby make and publish this to be may last Will and testament, hereby revoking and making void all former wills or codicils, by me at any time heretofore made;

First: I direct that all my just debts and funeral expenses be paid as soon after my death as possible, by my Executor hereinafter named.

Second: After the payment of all my just debts and funeral expenses, I give, bequeath and devise all of my property, real, personal and mixed, unto my son, Vincent Serio, to do with as he pleases.

Third: I do hereby nominate and appoint my son, Vincent Serio, to be the Executor of this my last Will and testament, and to serve without bond, as I have the utmost confidence in him.

Witness Whereof, I, Anthony Serio, have hereby subscribed my name and seal this 7th day of February, 1949.

Anthony Serio (SEAL)
Testator

Signed, sealed, published and declared by the above named Testator, Anthony Serio, as and for his last will and testament, in the presence of us, who at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses.

Name of Witness	Address
Amelia H. Tubman	Glen Burnie, Md.
John Demyan, Jr.	" " "

COMPLAINANT'S EXHIBIT NO. 2

Filed 11 Oct, 1954.

Anne Arundel County, Ss:
On the 10" day of November, 1953, came John Demyan, Jr. and made oath in due form of law that he does not know of any Will or Codicil of Anthony Serio late of said County deceased, other than the above instrument of writing and that he received the same from the Testator and has had it in his custody since it was executed. Testator died on the 20" day of February, 1953.
Sworn to in open Court

Test: Clemence C. Burwell
Deputy Register of Wills for
Anne Arundel County

Anne Arundel County, Ss:
On the 10th day of November, 1953, came John Demyan, and on December 4, 1953, came Amelia H. Tubman, subscribing witnesses to the aforegoing last Will and Testament of Anthony Serio late of said County, deceased, and made oath in due form of law that they did see the Testator sign and seal this Will; that they heard him publish, pronounce and declare the same to be his last Will and Testament, that at the time his so doing he was, to the best of their apprehension, of sound and disposing mind, memory and understanding; and that they subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.
Sworn to in open Court and before the subscriber,

Test: Clemence C. Burwell
Deputy Register of Wills for
Anne Arundel County

In the Orphans' Court of Anne Arundel County:
The Court after having carefully examined the above last Will and Testament of Anthony Serio late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 8th day of December, 1953, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Anthony Serio.

Judges: Owain E. Owens
Joseph O. H. Fowler

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 ceretify that the aforegoing is a true and full copy of the Last Will and Testament of Anthony Serio *late of said County deceased* together with proof and probate thereof *taken from* the original which is one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

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

R Glenn Prout

Register of Wills for Anne Arundel County

LIBER 94 PAGE 400

ON THIS 8th day of October, 1954, for value received, I, Vincent Serio, Executor of the Estate of Anthony Serio, deceased, by authority granted unto me by ORDER of the Orphans' Court for Anne Arundel County, dated the 7th day of October, 1954, hereby assign the attached Tax Sale Certificate, No. 1776, dated October 14, 1952, unto Vincent Serio, individually.

Attest:

George Sachse

George Sachse

Vincent Serio

Vincent Serio, Executor

Estate of Anthony Serio

No. 3

Complainant's Exhibit

LAW OFFICES OF
GEORGE SACHSE
102 CRAIN HIGHWAY
GLEN BURNIE, MD.

7

Filed 11 Oct; 1954.

GEORGE SACHSE
Attorney At Law
102 Crain Highway, N.W.
Glen Burnie, Maryland

MORRIS TURK
Attorney At Law
Townsworth Building
Annapolis, Maryland

VINCENT SERIO
Anne Arundel County, Maryland vs. AMELIA RITTLE, 2036 Gough Street, Baltimore 31, Maryland, and all perrsons having or claiming to have any interest in the property known as Lots 28-29, Section 75, as shown on Plat of Green Haven, Anne Arundel County, State of Maryland.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, No. 11,144 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 Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the Anthony Serio, deceased, and the Complainant, herein set forth now being the holder of said Tax Sale Certificate.

All those lots of ground in the Third Election District of Anne Arundel County, and designated as Lots 28-29, Section 75, as shown on the plat of Green Haven, filed among the Plat Records of Anne Arundel County in Plat Book 15, page 7.

BEING the same lots of ground described in a deed dated June 30, 1924 from Maryland Title Guarantee Company to Amelia Rittle and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 60, folio 135.

The bill states among other things, that the amount 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 11 day of October, 1954, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons having an interest in said property to be and appear in this Court by the 22 day of December, 1954, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainants a title free and clear of all encumbrances.

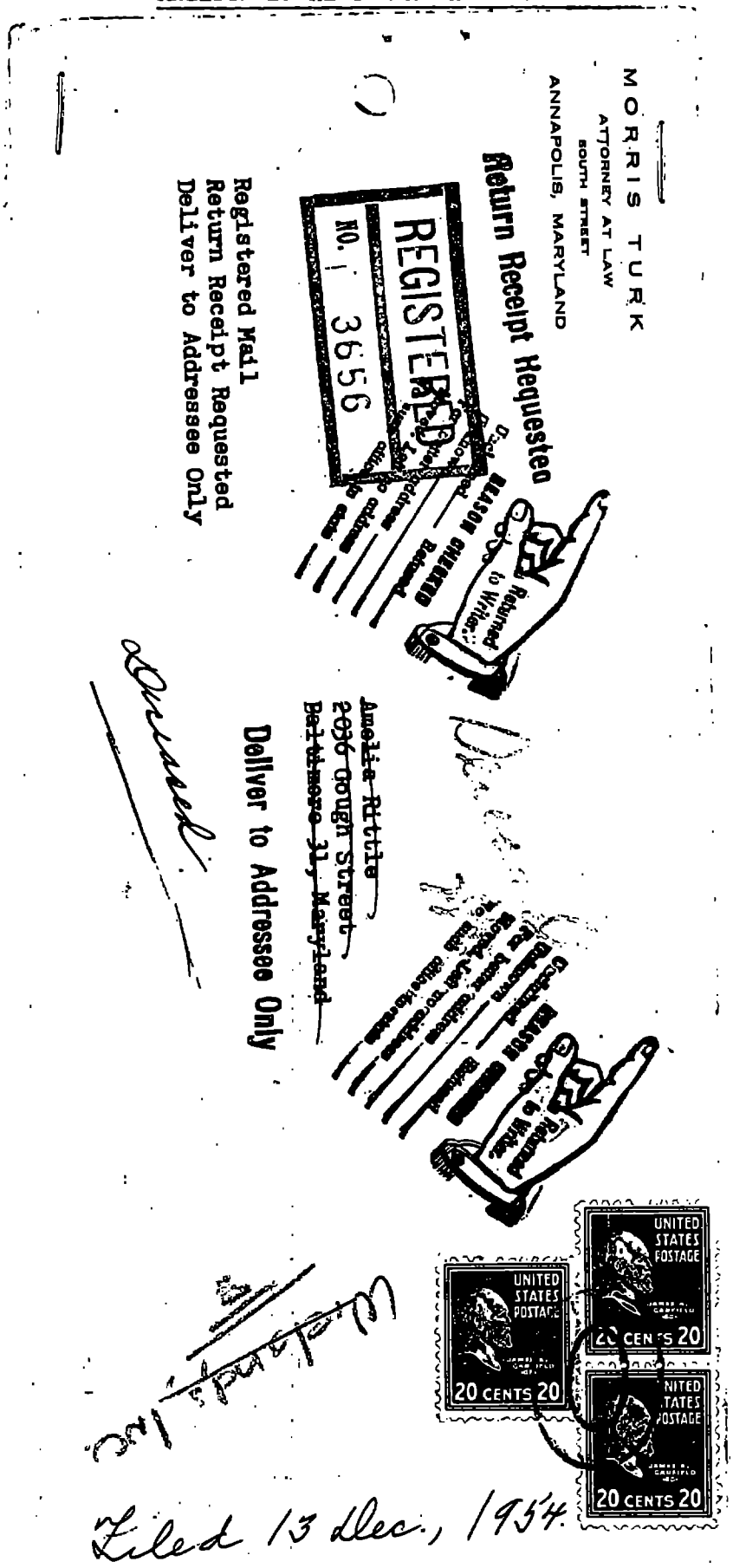
Filed 11 Oct., 1954. John H. Hopkins, 3rd, Clerk
~~John H. Hopkins, III,~~ Clerk

Clerk

TRUE COPY TEST:

VINCENT SERIO Anne Arundel County, Maryland	:	IN THE CIRCUIT COURT
vs.	:	FOR
AMELIA RITTLE 2036 Gough Street Baltimore 31, Maryland ,etc.	:	ANNE ARUNDEL COUNTY No. 11,144 Equity

REGISTERED LETTER NOTICE AND RETURN



Filed 13 Dec., 1954.

VINCENT SERIO Anne Arundel County, Maryland	:	
vs.	:	IN THE
AMELIA RITTLE 2036 Gough Street Baltimore 31, Maryland, and all persons having or claiming to have any interest in the property known as Lots 28-29, Section 75, as shown on Plat of Green Haven, Anne Arundel County, State of Maryland	:	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,144 Equity

PETITION FOR LEAVE TO FILE AMENDED BILL OF COMPLAINT AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Vincent Serio, by George Sachse and Morris Turk, his Solicitors, respectfully represents:

1. That your Petitioner has heretofore filed a Bill of Complaint to foreclose an equity of redemption in certain property therein mentioned, and in said Bill of Complaint, an Order of Publication against one Amelia Rittle, respondent therein, was passed.

2. That since the filing of said Bill of Complaint, your Petitioner has ascertained that the said Amelia Rittle departed this life on or about November 24, 1948 and left surviving her the following heirs, namely, William J. Wieland, Frederick Wieland, Richard Wieland and David Wieland, all residents of the State of Maryland, who can properly be made parties to this suit by personal service and process issued by this Honorable Court.

3. That your Petitoner desires leave to run Notice to Creditors on the Estate of Amelia Rittle according to Law and rules of Court.

WHEREFORE YOUR PETITIONER PRAYS:

(a) That leave be allowed to file an amended Bill of Complaint in these proceedings to set forth the facts as aforesaid and to join the proper parties as hereinabove set forth.

(b) That your Petitioner be allowed to run notice to Creditors according to Law and the Rules of Court.

George Sachse
George Sachse

Morris Turk
Morris Turk
Solicitors for Complainant

10

Filed 23 Dec., 1954.

ORDER OF COURT

Upon the aforegoing Petition, it is ORDERED this 23d day of December, 1954, by the Circuit Court for Anne Arundel County, sitting in Equity, that leave be and it is hereby granted to the said Vincent Serio, Petitioner, to file an amended Bill of Complaint in these proceedings.

It is further ORDERED this 23d day of December, 1954, by the Circuit Court for Anne Arundel County in Equity that George Sachse and Morris Turk, Solicitors for the Petitioner, give notice to all persons having claim against the Estate of Amelia Kittle, deceased, to file their claim properly authenticated with the Clerk of this Court on or before the 4th day of April, 1955, by causing a copy of this order to be published in some weekly newspaper published in Anne Arundel County, once a week for four successive weeks before the 4th day of February, 1955.

Benjamin Richardson
Judge

Filed 23 Dec., 1954.

GEORGE SACHSE.
102 Crain Highway NW
Glen Burnie, Md.

MORRIS TURK
TOWNSWORTH BUILDING
Annapolis, Maryland
SOLICITORS

- - - - - - - -

VINCENT SERIO Anne Arundel County, Maryland	:	
vs.	:	IN THE
AMELIA RITTLE 2036 Gough Street Baltimore, Maryland	:	CIRCUIT COURT FOR
WILLIAM J. WIELAND ANNA M. WIELAND, his wife 8 Leslie Avenue Baltimore 6, Maryland	:	ANNE ARUNDEL COUNTY No. 11, 144 Equity
et al	:	

NOTICE TO CREDITORS OF AMELIA RITTLE, DECEASED

Purseuant to an Order of the Circuit Court for Anne Arundel County dated 23 December, 1954, notice is hereby given to all persons having claims against the Estate of Amelia Rittle, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 4 day of April, 1955, otherwise they may be by law excluded from all benefits of the said deceased's estate.

George Sachse
George Sachse

Morris Turk
Morris Turk
Solicitors for Complainant

12

Filed 24 dec., 1954

LIBER 94 PAGE 406

VINCENT SERIO Anne Arundel County, Maryland	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
AMELIA RITTLE, 2036 Gough Street Baltimore 31, Maryland , and etc.	:	ANNE ARUNDEL COUNTY
	:	No. 11,144 Equity
	:	

CERTIFICATE OF PUBLICATION OF ORDER OF PUBLICATION

GEORGE SACHSE
Attorney At Law
102 Crain Highway, N. W.
Glen Burnie, Maryland

MORRIS TURK
Attorney At Law
Townsworth Building
Annapolis, Maryland

VINCENT SERIO
Anne Arundel County, Maryland vs. AMELIA RITTLE, 2036 Gough Street, Baltimore 31, Maryland, and all persons having or claiming to have any interest in the property known as Lots 28-29, Section 75, as shown on Plat of Green Haven, Anne Arundel County, State of Maryland.
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,144 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 Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the Anthony Serio, deceased, and the Complainant, herein set forth now being the holder of said Tax Sale Certificate:

All those lots of ground in the Third Election District of Anne Arundel County, and designated as Lots 28-29, Section 75, as shown on the plat of Green Haven, filed among the Plat Records of Anne Arundel County in Plat Book 15, page 7

BEING the same lots of ground described in a deed date June 30, 1924 from Maryland Title Guarantee Company to Amelia Rittle and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 60, folio 135. The bill states among other things, that the amount 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 11 day of October, 1954, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons having an interest in said property to be and appear in this Court by the 22 day of December, 1954, and redeem the property and answer the bill, or thereafter a final decree will be rendered foreclosing all rights of redemption in the property and vesting in the Complainants a title free and clear of all encumbrances.

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

13

OFFICE OF

Maryland Gazette

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 16, 1954

We hereby certify, that the annexed

Order of Publication — Eq. 11144

Amelia Rittle

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 22 nd day of December, 1954. The first insertion being made the 21 st day of October, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Rosie Tate

Filed 24 Dec., 1954.

VINCENT SERIO
Anne Arundel County, Maryland

vs.

WILLIAM J. WIELAND
ANNA M. WIELAND, his wife
8 Leslie Avenue
Baltimore 6, Maryland

FREDERICK WIELAND
MARY WIELAND, his wife
5120 Alberta Avenue
Baltimore 6, Maryland

RICHARD WIELAND, single
8 Leslie Avenue
Baltimore 6, Maryland

DAVID WIELAND, single
2619 N. Charles Street
Baltimore 18, Maryland. and

THELMA MILLIDGE, widow
257 Crestwood
Buffalo 16, New York, constituting
all the surviving heirs at law and
next of kin of Amelia Rittle, deceased,

and all unknown heirs of said Amelia
Rittle, deceased, and all persons having
or claiming to have any interest in the property
known as Lots 28-29, Section 75, as shown on
Plat of Green Haven, Anne Arundel County,
State of Maryland

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,144 Equity

AMENDED BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiff, Vincent Serio, by George Sachse and Morris Turk, his Solicitors, respectfully shows:

1. That on October 14, 1952, the Certificate of Tax Sale heretofore filed in these proceedings as "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 Anthony Serio.

2. That the said Anthony Serio has since departed this life testate, and under the terms of his Last Will and Testament, your Complainant is the sole beneficiary and Executor of his Estate, a certified copy of said will having been heretofore filed as Complainant's Exhibit No. 2.

3. That by virtue of the authority granted by the Orphans' Court for Anne Arundel County by order dated the 7th day of October, 1954, filed in the

14

Filed 20 Jan., 1955

Estate of Anthony Serio, said Vincent Serio, Executor of the Estate of Anthony Serio, assigned said Tax Sale Certificate, No. 1776, to your Complainant as an individual, said assignment having been heretofore filed in these proceedings as Complainants Exhibit No. 3.

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

Certificate No. 1776 - All those lots of ground in the Third Election District of Anne Arundel County and designated as follows:

Lots 28-29, Section 75, as shown on the plat of
Green Haven, Anne Arundel County, Maryland

which said lots of ground were assessed to Amelia Rittle and was conveyed to the said Amelia Rittle, in fee simple, by deed dated June 30, 1924, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 60, folio 135, and that the amount due to the Collector of Taxes for the State of Maryland, and Anne Arundel County, on the day of the aforesaid sale was $15.60

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

Amelia Rittle, 2036 Gough Street
Baltimore, Maryland
Lots 28-29, Section 75,
Third Street, Green Haven,
Third Election District,
Anne Arundel County, Maryland

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

6. That the aforesaid lots of ground according to the Equity, Law, Land Records and Wills Records of Anne Arundel County show that the title of the said lots is vested in the name of Amelia Rittle, listed as Respondent in the original Bill of Complaint filed in these proceedings.

7. That the said Amelia Rittle had departed this life on or about November 24, 1948 and left surviving her the following heirs, namely: William J. Wieland, Frederick Wieland, Richard Wieland and David Wieland, nephews, and Thelma Millidge, widow, neice.

8. 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 the sale of said property has expired; and that this proceeding is brought under the Statute relating to Tax Sales made after the effective date of the Acts of 1943 of the General Assembly of Maryland.

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

Amelia Rittle, Certificate No. 1776 - $15.60

which is the amount paid for said property, as the same appears on the Certificate of Tax Sale, with interest at the rate of six percent (6%) per annum, from the date of sale to the date of redemption, together with all taxes, interest and penalties paid by the Plaintiff herein, subsequent to the date of sale of said property, plus all other amounts expended by the Complainant as to the aforesaid property, under the Annotated Code of Maryland, 1951 Edition, Article 81, as aforesaid.

10. That an Order of Publication was heretofore passed and published directed to all parties in interest in the aforementioned property, however, your Complainant prays for an Order of Publication directed to the above named respondents, all unknown heirs and all the parties in interest in the aforementioned property.

11. That the respondents herein mentioned are residents of Maryland and your Complainant prays for process directed to the aforesaid Respondents at the last known address above set forth, as the addresses of said Respondents, except the said Thelma Millidge, who is a non-resident of the State of Maryland.

TO THE END, THEREFORE,

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

(b) That the Court pass a final decree whereby there will be vested in the Complainant, 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 aforementioned property and all unknown heirs, 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 30th day of March, 1955, and show cause, if any they may have, why a decree or decrees should not be passed as prayed.

16

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

AND, AS IN DUTY BOUND, etc.

Vincent Serio
Vincent Serio

George Sachse
George Sachse

Morris Turk
Morris Turk
Solicitors for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 12th day of January, 1955, before m,e, the Subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Vincent Serio, the above named Complainant and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Complaint are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal.

Mary Margaret Forsyth
Notary Public

LIBER 94 PAGE 411

George Sachse
Solicitor
102 Crain Highway, N.W
Glen Burnie, Maryland

Morris Turk
Townsworth Building
Annapolis, Maryland
Solicitor

Thelma Millidge, widow
257 Crestwood, Buffalo 16, New York

VINCENT SERIO
Anne Arundel County, Maryland vs. William J. Wieland
Anna M. Wieland, wife, 8 Lesslie Avenue,
Baltimore 6, Maryland

Frederick Wieland
Mary Wieland, his wife, 5120 Alberta Avenue
Baltimore 6, Maryland

Richard Wieland, single
8 Leslie Avenue, Baltimore 6, Maryland

David Wieland, single
2619 N. Charles Street, Baltimore 18, Maryland

constituting all the surviving heirs at law and next of kin of Amelia Rittle, deceased, and all unknown heirs of said Amelia Rittle, deceased, and all persons having or claiming to have any interest in the property known as Lots 28-29, Section 75, as shown on Plat of Green Haven, Anne Arundel County, State of Maryland

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, No. 11,144 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 Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the Anthony Serio, deceas d, and the Complainant, herein set forth now being the holder of said Tax Sale Certificate.

All those lots of ground in the Third Election District of Anne Arundel County, and designated as Lots 28-29, Section 75, as shown on the plat of Green Haven, filed among the Plat Records of Anne Arundel County in Plat Book 15, page 7. Being the same lots of groun described in a deed dated June 30, 1924 from Maryland Title Guarantee Company to Amelia Rittle and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 60, folio 135.

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

Filed 20 Jan., 1955

18

It is thereupon this 20 day of January, 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 property to be and appear in this Court by the 30 day of March, 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.
John H. Hopkins III Clerk

19

Deliver to addressee only

DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee

☐ Show address where delivered

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

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(Signature or name of addressee)

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Date of delivery _____, 19__

Form 8811
Rev. 1 51

U. S. GOVERNMENT PRINTING OFFICE 16-13491-3

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GEORGE SACHSE
ilor
102 Crain ..ghway, N. W.
Glen Burnie, Maryland
MORRIS TURK
Townsworth Building,
Annapolis, Maryland
Solicitor

THELMA MILLIDGE, widow, 257 Crestwood, Buffalo 16, New York

VINCENT SERIO, Anne Arundel County, Maryland

Vs.

WILLIAM J. WIELAND, ANNA M. WIELAND, wife, 8 Leslie Avenue, Baltimore 6, Maryland

FREDERICK WIELAND, MARY WIELAND, his wife, 5120 Alberta Avenue, Baltimore 6, Maryland

RICHARD WIELAND, single, 8 Leslie Avenue, Baltimore 6, Maryland

DAVID WIELAND, single, 2619 N. Charles Street, Baltimore 18, Maryland

constituting all the surviving heirs at law and next of kin of Amelia Rittle, deceased, and all unknown heirs of said Amelia Rittle, deceased, and all persons having or claiming to have any interest in the property known as Lots 28-29, Section 75, as shown on Plat of Green Haven, Anne Arundel County, State of Maryland.

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,144 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 Third Election District of Anne Arundel County, sold by the Collector of Taxes for Anne Arundel County and State of Maryland, to the Anthony Serio, deceased, and the Complainant, herein set forth now being the holder of said Tax Sale Certificate.

All those lots of ground in the Third Election District of Anne Arundel County, and designated as Lots 28-29, Section 75, as shown on the plat of Green Haven, filed among the Plat Records of Anne Arundel County in Plat Book 15, page 7. Being the same lots of ground described in a deed dated June 30, 1924 from Maryland Title Guarantee Company to Amelia Rittle and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 60, folio 185.

The bill states among other things, that the amount 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 20th day of January, 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 property to be and appear in this Court by the 30th day of March, 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.

f-17

LIBER 94 PAGE 414 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 18, 1955

We hereby certify, that the annexed

Order Publication - No. 11,144 Equity

Vincent Serio

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 30th day of March, 1955. The first insertion being made the 27th day of January, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 19 Mar., 1955.

VINCENT SERIO

vs.

WILLIAM J. WIELAND, et al

No. 11,144 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, David Wieland,

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 9th day of May, 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 .

~~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 Michaelsen

Judge

Filed 9 May, 1955.

VINCENT SERIO

vs.

WILLIAM J. WIELAND, et al

No. 11,144 ~~DIVORCE~~ - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, Frederick Wieland, Mary Wieland, Richard Wieland, William J. Wieland, Anna M. Wieland, ~~after Order of Publication duly published (or served)~~ (having been duly summoned) and 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 3rd day of June 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 s.

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

Benjamin Michaelson
Judge

Filed 3 June, 1955.

7/3

LIBER 94 PAGE 417

VINCENT SERIO

vs.

WILLIAM WIELAND, etal

No. 11,144 ~~DIVORCES~~ - - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant Thelma Millidge, widow,

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 3rd day of June, 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 .

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

Benjamin Michaelson

Judge

Filed 3 June, 1955

VINCENT SERIO.
Anne Arundel County, Maryland

vs.

WILLIAM J. WIELAND
ANNE E. WIELAND, his wife,
8 Leslie Avenue
Baltimore 6, Baltimore County,
Maryland

et al

: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: No. 11, 144 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-I to 90-P of Article 81 of the Annotated Code (1943 Supplement).

It is, thereupon, this 7th day of July, 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 these proceedings, as having been sold by the Treasurer of Anne Arundel County on the 14th day of October, 1952 for the nonpayment of taxes, be and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said properties, free and clear of all alienations and descents occurring prior to this decree, as well as all encumberances thereon (except taxes accruing subsequently to said date of sale and the public assessments to which the same are subject) are hereby vested in the Plaintiff.

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

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

Benjamin Michaelson
Judge

Filed 7 July, 1955.

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LIBER 94 PAGE 419

OFFICE OF
Maryland Gazette
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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

GEORGE SACHSE
103 Crain Highway, N. W.,
Glen Burnie, Maryland

MORRIS TURK
TOWNSWORTH BUILDING,
Annapolis, Maryland
SOLICITORS
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,144 Equity

VINCENT SERIO, Anne Arundel County, Maryland
Vs.
AMELIA RITTLE, 2036 Gough Street, Baltimore, Maryland

WILLIAM J. WIELAND, ANNA M. WIELAND, his wife, 8 Leslie Avenue, Baltimore 6, Maryland, et al

NOTICE TO CREDITORS

OF AMELIA RITTLE, DECEASED

Pursuant to an Order of the Circuit Court for Anne Arundel County dated 23 December, 1954, notice is hereby given to all persons having claims against the Estate of Amelia Rittle, deceased, to exhibit and file the same properly authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 4th day of April, 1955, otherwise they may be by law excluded from all benefits of the said deceased's estate.

GEORGE SACHSE
MORRIS TURK
Solicitors for complainant.

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

1-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 3, 1955

We hereby certify, that the annexed

Notice to Creditors

Eq. 11,144

Amelia Rittle

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of April, 1955. The first insertion being made the 30th day of December, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M. G. 4.11.2

$6

Filed 8 Jan., 1955.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
STATE OF MARYLAND.

Thomas M. O'Malley, as Committee of the Estate of Mary E. Harding, (a lunatic) Columbian Building, Washington, D. C. Joseph D. Harding and Helen M. Harding, his wife, Laurel, Maryland. Andrew Harding and Lula S. Harding, his wife, Lexington Road, Baltimore 7, Maryland. Minnie Pearl Leishear and James W. Leishear, her husband, Laurel, Maryland. Mary Martha Frey and James E. Frey, her husband, 2005 New Kirk Street, Baltimore, Maryland. B. Wilson Harding and Eleanor Harding, his wife, Laurel, Maryland. Plaintiffs,	:	EQUITY NO.
vs.	:	11,269
George Merson and Monoa Merson, his wife, Laurel, Maryland. Edward Merson and Frances Merson, his wife, Laurel, Maryland. Elzia T. Merson and Mary Merson, his wife, Laurel, Maryland. Harry Merson and Janette Merson, his wife, Laurel, Maryland. Defendants.	:	

BILL OF COMPLAINT FOR PARTITION OF
REAL ESTATE BY SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The bill of complaint of the plaintiffs, Thomas M. O'Malley, as the Commitee of the Estate of Mary R. Harding, (a lunatic), Joseph D. Harding and Helen Harding, his wife, Andrew Harding and Lula S. Harding, his wife, Minnie Pearl Leishear and James W. Leishear, her husband, Mary Martha Frey and James E. Frey, her husband, B. Wilson Harding and Eleanor Harding, his wife, by their attorney, Thomas O. King, respectfully showeth unto this Honorable Court:

1. That Washington E. Harding, late, a citizen of the United States, a resident of Anne Arundel County, State of Maryland, residing in said state and county at Woodland Beach, departed this life while so residing, on the 16th day of June, 1954, intestate.

Filed 24 Feb 1955

2. That at the time of his death, on to wit, the 16th day of June, 1954, the decedent was seized and possessed of real estate, situate, lying and being in Anne Arundel County, in fee simple. That the said real estate is described as follows:

Lots Numbered (a) 1404, 1405, 1406 and 1407, Woodland Beach, together with improvements. thereon.

(b) 1414 and 1415, Woodland Beach, unimproved.

(c) 6250 and 6251, Woodland Beach, unimproved..

That the said decedent also left personal property; that administration has been taken out on his estate, and Joseph D. Harding, one of the plaintiffs herein, has qualified as Administrator; that pursuant to the said administration the Orphans Court of Anne Arundel County appointed William N. Baldwin and William F. Perlitz, as appraisers and by their return duly filed in the Orphans Court and made a part hereof by reference, the said appraisers appraised the said lots and improvements described as (a) above - Land $1,000.00, Improvements $1,200.00, (b) Land $200.00 and (c) Land $250.00, making a total of the said appraised valuation of $2,650.00, and the above constitutes all of the real estate of the said decedent.

3. That at the time of his death the said decedent was survived by the following persons who are his heirs at law and next of kin, and all of the persons who are entitled to a distributive share in his estate. The names of the said heirs, their relationship to the deceased, with the portions of the proceeds from the sale to which each is entitled, are as follows:

Thomas M. O'Malley, as Committee of the Estate of Mary E. Harding, a lunatic, (the said Mary E. Harding being the surviving wife) is entitled to receive the sum of $2,000.00 and one-half of the remainder (the said sum of $2,000.00 provided by the laws of the state will have a first lien upon the personal property and will not affect the distribution of the proceeds from the sale of the real estate unless there is a deficiency in the personal estate).

Joseph D. Harding, brother of the deceased 1/12
Andrew Harding, " " " " 1/12
Pearl Leishear, sister " " " 1/12
Mary Martha Frey, " " " " 1/12
Wilson Harding, only child of B. W. Harding, a deceased brother, 1/12

2

George Merson, child of Lydia Merson, a deceased sister, 1/48
Edward Merson, " " " " " " sister, 1/48
Elzia T. Merson, " " " " " " sister, 1/48
Harry Merson, " " " " " " sister, 1/48
(these four being the only children of Lydia Merson, deceased sister.)

4. That the said real estate hereinbefore mentioned and described is not subject to division in kind and that therefore a sale is necessary for division; all of the plaintiffs herein consent that This Honorable Court by proper decree appoint trustees to sell the said real estate in accordance with the equity rules of this Court and make distribution accordingly.

TO THE END THEREFORE, PLAINTIFFS PRAY;

1. That this Honorable Court pass a decree appointing trustees to sell the real estate in the said bill of complaint described, and order and direct the said trustees to make such sale in accordance with the equity rules governing sales by trustees, making distribution of the proceeds therefrom.

2. That prior to distribution this Honorable Court pass a decree allowing all of the costs of these proceedings and sale, such costs to include such attorney's fees as to the Court may seem just and proper.

3. For such other and further relief in the premises as to the Court may seem just and to equity meet.

Thomas O. King
Attorney for Plaintiffs
Savage Sac
Waterloo 495 W 1

Thomas M. O'Malley
~~John~~ M. O'Malley, Committee of Estate of Mary E. Harding, a lunatic,

Joseph D. Harding
Joseph D. Harding Helen M Harding

Andrew J. Harding
Andrew Harding Luke S Harding

Minnie Pearl Leishear
Pearl Leishear James W Leishear

Mary Martha Frey
Mary Martha Frey James E. Frey

3

B. Wilson Harding

B. Wilson Harding Eleanor Harding

George Merson

Edward Merson

Ellsworth Merson

DISTRICT OF COLUMBIA, to wit

I HEREBY CERTIFY, that on this 16th day of ~~January~~ February, 1955, before me the subscriber, a Notary Public in and for the District of Columbia, personally appeared, Thomas M. O'Malley, as Committee of the Estate of Mary E. Harding, a lunatic, and made oath that the matters and things in the said bill of complaint stated of his own knowledge are true and those stated upon information and belief he believes to be true.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Helen K. Delaney

Notary Public, District of Columbia

My Commission Expires Jan. 31, 1957

STATE OF MARYLAND:

: to wit

COUNTY OF HOWARD :

I HEREBY CERTIFY, that on this 31st day of January, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personally appeared Joseph D. Harding, Andrew Harding, Pearl Leishear, Mary Martha Frey, and B. Wilson Harding, ~~George Merson, Edward Merson and Ellsworth Merson~~, the above named petitioners, and they each made oath that the matters and things in the said bill of complaint stated of their own knowledge are true and those stated upon information and belief they believe to be true.

AS WITNESS MY HAND AND NOTARIAL SEAL.

Fred L. Meeker

Fred L. Meeker,
Notary Public

4

LIBER 94 PAGE 424

THOMAS M. O'MALLEY, et al	:	NO. 11,269 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
GEORGE MERSON, et al.	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

A N S W E R.

AND REQUEST FOR REPRESENTATION IN TRUSTEESHIP

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of George C. Merson (called George Merson in the Bill of Complaint) and Monoa Merson, his wife; Paul E. Merson (called Edward Merson in the Bill of Complaint) ~~and Frances Merson, his wife~~; Elzie T. Merson (called Elzia T. Merson in the Bill of Complaint) and Mary Merson, his wife; and Harry L. Merson (called Harry Merson in the Bill of Complaint) and Janette Merson, his wife, to the Bill of Complaint of Thomas M. O'Malley, as Committee of the Estate of Mary E. Harding, et al, for petition against them, in this Court exhibited respectfully shows:

1. That they admit the allegations of Paragraphs 1, 2, 3 and 4 of said Bill of Complaint and pray leave for representation in the trusteeship to sell.

And as in duty bound, etc.

George C Merson
George C. Merson

Monoa Merson
Monoa Merson

Paul E. Merson
Paul E. Merson

~~Frances Merson~~

Filed 8 March 1955.

Elzie T. Merson

Elzie T. Merson

Mary Merson

Mary Merson

Harry L. Merson

Harry L. Merson

Marvin I. Anderson,
Solicitor for Defendants

Janette Merson

Janette Merson

I hereby certify that on this 8th day of March, 1955, I mailed a copy of the aforegoing Answer to Thomas O. King, Esquire, Savage, Maryland, Attorney for Plaintiffs.

Marvin I. Anderson,
Solicitor for Defendants

THIS DEED, made this 11th day of October

in the year One Thousand Nine Hundred and Thirty-two by and between FRANK I. WILLIAMS and EDITH McC. WILLIAMS, his wife, both of 1116 Summerfield Road, Montgomery Hill, Silver Spring, Maryland, parties of the first part, and

WASHINGTON E. HARDING of 3538 38th Street, -of Mt. Rainier in the State of Maryland,

part y of the second part;

WITNESSETH: That in consideration of the sum of Five Dollars, and other valuable considerations paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said part y of the second part, his heirs and assigns, in fee simple, ALL that certain piece or parcel of land situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

Lot Nos:-6250-and-6251

Together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the plat entitled: "—Fourth Map of Woodland Beach, District Number One, Anne Arundel County, Maryland" ~~Sheet Number~~, and filed among the Land Records of Anne Arundel County in Liber F. S. R. 3 folio 27.

TOGETHER with the rights, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said parcel of land unto and to the use of the said part y of the second part, his heirs and assigns, forever, in fee simple. Subject however, to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants herein expressed. Subject also to taxes and assessments imposed, assessed or levied on the above property after July 12th, 1931.

The right, title and interest in the roads, streets, or avenues is subject to the right of the grantors of the parties of the first part, which right is hereby reserved, to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads or avenues of water, gas pipes, mains, valves, etc., as well as telephone and telegraph poles, lines and necessary equipment for the transmission of electricity.

SAID part y of the second part, for himself/his heirs and assigns forever, by acceptance of this deed hereby covenants and agrees to observe the following covenants, which shall run with and bind said premises:—THERE SHALL NOT BE ERECTED OR MAINTAINED on said premises, without the written consent of the seller, any abattoir, smith shop, forge, furnace, steam engine, brass foundry, nail, iron or other foundry, any manufactory of gunpowder, glue, varnish, vitriol or turpentine, or for the tanning, dressing or preparing of skins, hides or leather, or for carrying on any noxious, dangerous or offensive trade; There shall not be erected on said premises any detached toilet; all toilets shall be equipped with chemical or septic tanks; no part of said premises shall be used for any insane, inebriate or other asylum, or cemetery or place of burial, or for any structure other than a dwelling and suitable private garage for the owner or occupants of said dwelling, and said building shall not be used for any other purpose, nor within fifteen feet from the nearest line of any street or road as shown on the map. Said buildings must be painted and sightly. Plans and specifications for all buildings must be submitted to The Washington Post Subscription Department for approval. Said premises shall not be sold, leased to or occupied by any other than a member of the Caucasian Race.

Eminent Exhibit No. 2
O'Malley, etc., et al. vs. Mayor, etc., et al.
In 11,269 Equity
Filed 7/21/55 Ref Anne

Exhibit #1

7. Filed 2 May, 1955. Refiled 2 Aug., 1955.

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

WITNESS the hands and seals of the said grantors.

WITNESS:

Helen L. Glennie

Frank I. Williams (SEAL)
Edith McC. Williams (SEAL)
By Frank I. Williams
Attorney in Fact.

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 11th day of October in the year One Thousand Nine Hundred and Thirty-two, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington aforesaid, personally appeared FRANK I. WILLIAMS, one of the within named grantors, and acknowledged the aforegoing deed to be his act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(NOTARY PUBLIC DISTRICT OF COLUMBIA)

J. Stewart Phillips
Notary Public.

DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY, that on this 11th day of October in the year One Thousand Nine Hundred and Thirty-two, before me, the subscriber, a Notary Public of the District of Columbia, in and for the City of Washington, aforesaid, personally appeared FRANK I. WILLIAMS, attorney-in-fact of EDITH McC. WILLIAMS, one of the within named grantors, and by virtue and in pursuance of the power and authority conferred upon him by the power of attorney dated May 22nd, 1931, and recorded among the Land Records of Anne Arundel County, acknowledged the aforegoing to be the act and deed of the said EDITH McC. WILLIAMS.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

(NOTARY PUBLIC DISTRICT OF COLUMBIA)

J. Stewart Phillips
Notary Public.

My Commission expires Oct 16, 1936.

LIBER 94 PAGE 428

ANNE ARUNDEL COUNTY

Woodland Beach

DEED

From

FRANK I. WILLIAMS

and

EDITH M. WILLIAMS

His Wife

to

WASHINGTON E. HARDING

Dated OCTOBER 11th, 1932.

Received for Record 2 day of Nov 1934 at 10 o'clock AM and same day recorded in Liber W. M. B. No 130, Fol 599 Land Records of Anne Arundel County.

Wm Martin Bundy Clerk

2.75 paid

50

THIS DEED, made this 14th day of February in the year One Thousand Nine Hundred and Thirty-nine by and between ALEXANDER ECONOMON and OLIVIA ECONOMON, his wife, of the City of Washington, District of Columbia, parties of the first part, and WASHINGTON E. HARDING, of Woodland Beach, Edgewater, State of Maryland, party of the second part;

WITNESSETH: That in consideration of the sum of Five Dollars, and other valuable considerations paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said party of the second part, his heirs and assigns, in fee simple, ALL that certain piece or parcel of land situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

Lots Nos. 1404, 1405, 1406, 1407 and 1408

Together with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the said premises, as designated and delineated on the plat entitled: " Map of Woodland Beach, District Number One, Anne Arundel County, Maryland", Sheet Number 2, and filed among the Land Records of Anne Arundel County in Liber F.S.R. No. 3, folio 21, being those lots conveyed by deed dated April 22, 1937 and deed dated September 8, 1937 from Warren Smadbeck and Devereaux E. Smadbeck to Alexander Economon

TOGETHER with the rights, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said parcel of land unto and to the use of the said party of the second part, his heirs and assigns, forever, in fee simple. Subject however, to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants herein expressed. Subject also to taxes and assessments imposed, assessed or levied on the above property after

---

The right, title and interest in the roads, streets or avenues is subject to the right of the parties of the first part, which right is hereby reserved, to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads or avenues of water, gas pipes, mains, valves, etc., as well as telephone and telegraph poles, lines and necessary equipment for the transmission of electricity.

SAID party of the second part, for himself, his heirs and assigns forever, by acceptance of this deed hereby covenants and agrees to observe the following covenants, which shall run with and bind said premises:--THERE SHALL NOT BE ERECTED OR MAINTAINED on said premises, without the written consent of the parties of the first part, any abattoir, smith shop, forge, furnace, steam engine, brass foundry, nail, iron or other foundry, any manufactory of gunpowder, glue, varnish, vitriol or turpentine, or for the tanning, dressing or preparing of skins, hides or leather, or for carrying on any noxious, dangerous or offensive trade; There shall

Exhibit #2

10 Refiled 2 Aug., 1955. Filed 2 May, 1955.

Examined Plat Bk 3
O'Malley, Stirn, Adkins, Hanna, Lucas & Cooley
by M. M. Gray
filed 4/21/55

not be erected on said premises any detached toilet; all toilets shall be equipped with chemical or septic tanks; no part of said premises shall be used for any insane, inebriate or other asylum, or cemetery or place of burial, or for any structure other than a dwelling and suitable private garage for the owner or occupants of said dwelling, and said building shall not be used for any other purpose, nor within fifteen feet from the nearest line of any street or road as shown on the map. Said buildings must be painted and sightly. Said premises shall not be sold, leased to or occupied by any other than a member of the Caucasian Race.

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

WITNESS the hands and seals of the said grantors.

Olivia Economon (SEAL)

WITNESS:

Alex. S. Economon (SEAL)

CITY OF WASHINGTON, DISTRICT OF COLUMBIA, TO WIT:

I HEREBY CERTIFY that on this 17th day of February in the year One Thousand Nine Hundred and Thirty-nine, before me, the subscriber, a Notary Public in and for the District of Columbia aforesaid personally appeared ALEXANDER ECONOMON and OLIVIA ECONOMON, the within named grantors, and acknowledged the aforegoing deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

Charles F. Wheatley

11

TAXES PAID
TO DEC. 31, 1939
JOHN M. GREEN
Treas.

LIBER 94 PAGE 431

ANNE ARUNDEL COUNTY

WOODLAND BEACH

* * * * *

D E E D

From

ALEXANDER ECONOMON
and
OLIVIA ECONOMON, his wife

to

WASHINGTON E. HARDING

Received for Record 31 *day of* May *1939, at* 1 *o'clock* PM *and the same day recorded in Liber J.H.H.,* No. 203 *Fol.* 4, *Land Records of Anne Arundel County.*
Chas H. Hopkins 3rd *Clerk.*

Dated

Paid 275
50
$ 3.25

STOCKETT-FICKE CO., 919 E STREET, WASHINGTON, D. C.

LIBER 94 PAGE 432

THIS DEED, made this 9th day of August

in the year One Thousand Nine Hundred and Thirty-nine, by and between WARREN SMADBECK and DEVEREAUX E. SMADBECK [redacted], his wife, of the Borough of Manhattan, City, County and State of New York, parties of the first part, and

W A S H I N G T O N E. H A R D I N G

Edgewater Post Office State of Maryland

part y of the second part;

WITNESSETH: That in consideration of the sum of Five Dollars, and other valuable considerations paid, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said part y of the second part, his heirs and assigns, in fee simple, ALL those certain piece s or parcel s of land situate in the First Election District of Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

Lots Nos:-822 and 823, as designated and delineated on the plat entitled;-"Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet #1, and filed among the Land Records of Anne Arundel County in Liber F. S. R. 3, Folio 20.

And Also Lots Nos:-1414 and 1415, as designated and delineated on the plat entitled;-"Map of Woodland Beach, District Number One, Anne Arundel County, Maryland," Sheet #2, and filed among the Land Records of Anne Arundel County in Liber F. S. R. 3, Folio 21.

TOGETHER with the right, title and interest of the parties of the first part, if any, in and to that portion of the road or roads, streets or avenues immediately adjoining the above demised premises.

TOGETHER with the rights, ways, privileges, appurtenances and advantages to the same belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said parcel of land unto and to the use of the said part y of the second part, his heirs and assigns, forever, in fee simple. Subject however, to the restrictions, easements and rights of way of record and the restrictions, conditions and covenants herein expressed. Subject also to taxes and assessments imposed, assessed or levied on the above property after September 17, 1932.

The right, title and interest in the roads, streets or avenues is subject to the right of the parties of the first part, which right is hereby reserved, to allow the erection, installation and maintenance within the beds or at the sides of said streets, roads or avenues of water, gas pipes, mains, valves, etc., as well as telephone and telegraph poles, lines and necessary equipment for the transmission of electricity.

SAID part y of the second part, for himself, his heirs and assigns forever, by acceptance of this deed hereby covenants and agrees to observe the following covenants, which shall run with and bind said premises:—THERE SHALL NOT BE ERECTED OR MAINTAINED on said premises, without the written consent of the parties of the first part, any abattoir, smith shop, forge, furnace, steam engine, brass foundry, nail, iron or other foundry, any manufactory of gunpowder, glue, varnish, vitriol or turpentine, or for the tanning, dressing or preparing of skins, hides or leather, or for carrying on any noxious, dangerous or offensive trade; There shall not be erected on said premises any detached toilet; all toilets shall be equipped with chemical or septic tanks; no part of said premises shall be used for any insane, inebriate or other asylum. or cemetery or place of burial, or for any structure other than a dwelling and suitable private garage for the owner or occupants of said dwelling, and said building shall not be used for any other purpose, nor within fifteen feet from the nearest line of any street or road as shown on the map. Said buildings must be painted and sightly. Plans and specifications for all buildings must be submitted to the parties of the first part for approval. Said premises shall not be sold, leased to or occupied by any other than a member of the Caucasian Race.

Exhibit #3

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

Lots Nos:-882 and 883 as shown on Map of Woodland Beach, Sheet No. 1, are NOT RESTRICTED AGAINST BUSINESS.

WITNESS the hands and seals of the said grantors.

WITNESS:

Warren Smadbeck (SEAL)

Devereaux E. Smadbeck (SEAL)

STATE OF NEW YORK, COUNTY OF NEW YORK, TO WIT:

I HEREBY CERTIFY that on this 9th day of August in the year One Thousand Nine Hundred and Thirty-nine, before me, the subscriber, a Notary Public in and for the County of New York aforesaid personally appeared WARREN SMADBECK and Devereaux E. Smadbeck the within named grantors, and acknowledged the aforegoing deed to be their respective act.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix my notarial seal.

OK. Ea Hodges C-Mr A T

LIBER 94 PAGE 435

ANNE ARUNDEL COUNTY

Woodland Beach

D E E D

From

WARREN SMADBECK

and

~~[illegible]~~
DEVEREAUX E. SMADBECK
His Wife

to

WASHINGTON E. HARDING

Dated August 9th, 1939.

Received for Record 28 day of Dec 1939, at 12 o'clock M. [illegible] the same day recorded in Liber [illegible] No. 212, Fol. 204, Land Records of Anne Arundel County.

[illegible] Clerk.

LIBER 94 PAGE 436

THE STATE OF MARYLAND,

To William N. Baldwin
and
William F. Perlitz
GREETING:

This Is To Authorize You Jointly to appraise the Real Estate of Washington E. Harding, late of Anne Arundel County, deceased, so far as the same shall come to your sight and knowledge, each of you having first taken the oath or affirmation hereto annexed, a certificate whereof you are to return annexed to an Inventory of the said Real Estate by you appraised in dollars and cents; and in the said inventory you are to set down in column or columns opposite to each piece of property the value thereof.

WITNESS Owain E. Owens ESQUIRE, Chief Justice of the Orphans' Court for Anne Arundel County, this 1st day of October in the year of our Lord one thousand nine hundred and fifty-four

(SEAL)

TEST R. Glenn Prout
Register of Wills for Anne Arundel County.

We William N. Baldwin and William F. Perlitz do swear that we will and truly, without prejudice or partiality, value and appraise the real estate of Washington E. Harding late of Anne Arundel County, deceased, so far as the same shall come to our sight and knowledge, and will in all respects perform our duties as appraisers to the best of our skill and judgment.

Wm. N. Baldwin
Wm. F. Perlitz
Appraisers.

I Hereby Certify, That the aforegoing oath was taken and subscribed to by the said William N. Baldwin and William F. Perlitz before the undersigned, a Register of Wills ~~or Notary Public~~ of the State of Maryland, in and for Anne Arundel County, duly commissioned and qualified according to law, this 1st day of October in the year of our Lord one thousand, nine hundred and fifty-four

Clemence C. Burwell Deputy
Register of Wills or Notary Public for Anne Arundel County.

A True and Perfect Inventory of all and singular the Real Estate of Washington E. Harding late of Anne Arundel County, deceased, appraised by the subscriber William N. Baldwin and William F. Perlitz jointly, we having been first legally authorized, and having taken the oath prescribed by law, as will be seen by the warrant to appraisers, and certificate hereto annexed.

Examined Exhibit No. 5
O'Malley, etc., et al. v. Mason, et al., et al.
No. 11,269 Equity
filed 7/21/55 CWC

Exhibit # 4
Refiled 2 Aug. 1955 Filed 2 May. 1955

Lots 1404 - 1405 - 1406 - 1407 & imps	
House 1,200.00, land 1,000.00	2,200.00
Lots 1414 - 1415	200.00
Lots 6250 - 6251	250.00
	2,650.00

We, The Subscribers, Do Certify, That the foregoing is a just and true inventory and valuation of all and singular the Real Estate of the said Washington E. Harding deceased, so far as the same has come to our sight and knowledge, and as valued and appraised in dollars and cents, according to the best of our skill and judgment.

Witness Our Hands And Seals this 8th day of October in the year of our Lord one thousand nine hundred and fifty-four

Wm. N. Baldwin [Seal.]

Wm. F. Perlitz [Seal.]

Appraisers.

Amount of Inventory as above - - - - - $ 2,650.00

Joseph D. Harding Admr.

STATE OF MARYLAND.

Howard
~~XXXXXXXXX~~ *Anne Arundel County, Sct:*

Be It Remembered And It Is Hereby Certified, That on this 18th day of October in the year of our Lord one thousand, nine hundred and fifty-four personally appeared Joseph D. Harding Administrator of the Estate of Washington E. Harding late of Anne Arundel County, deceased, and made oath in the presence of Almighty God, that the aforegoing is a just and true and perfect Inventory of all and singular the Real Estate of the said Washington E. Harding deceased, within the State of Maryland, that has come to his knowledge, and that should he hereafter discover any other Real Estate belonging to the said deceased in said State he will return an additional Inventory thereof.

Sworn to before the Subscriber,

(NOTARIAL SEAL) Fred L. Meeker Notary Public
~~Register of Wills or Notary Public for Anne Arundel County~~

LIBER 94 PAGE 438

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, 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 Inventory of the Real Estate

in the Estate of

Washington E. Harding *late of said County deceased*

taken from the original

being one of the Records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 28th *day of* April *in the year of our Lord, nineteen hundred and fifty* -five.

H. Stanley Clark

Register of Wills for Anne Arundel County

8776

INVENTORY

—OF—

REAL ESTATE

—OF—

Washington E. Harding
Deceased.

PASSED BY ORDER OF COURT

this 26th day of Oct., 1954

Owain E. Owens C. J.

Joseph O.H. Fowler

Recorded in Liber R.G.P.

No. 4 Folio 405

THOMAS M. O'MALLEY, et al	:	NO. 11269 EQUITY
vs	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
GEORGE MERSON, et al	:	

DECREE PRO CONFESSO

The Defendant, Frances Merson, having been duly summoned to appear to the Bill of Complaint and having failed to appear thereto, according to the exigency of the writ,

It is thereupon this 3d day of May in the year nineteen hundred and fifty-five by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed, that the Complainants are entitled to relief in the premises, and that the Bill of Complaint be and is hereby taken pro confesso against said defendant.

Benjamin Michaelson
JUDGE

20

Filed 3 May, 1955

THOMAS M. O'MALLEY, as COMMITTEE of the Estate of Mary E. Harding, a lunatic, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
GEORGE MERSON, ET AL.	:	ANNE ARUNDEL COUNTY
	:	No. 11,269 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

July 21, 1955

Present:

Mr. Thomas O. King, Solicitor for Plaintiffs.

Mr. Marvin I. Anderson, Solicitor for Defendants.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Helen May Harding, pages 2, 3, 4.

Joseph D. Harding, pages 5, 6.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

NO CROSS-EXAMINATION.

Filed 2 Aug., 1955.

Mr. King: This is a case for the partition of real estate by sale, and I would like to offer for the record a Certificate of Committee Appointment of the United States District Court for the District of Columbia, issued to Thomas M. O'Malley, as Committee of Mary E. Harding, who is confined to St. Elizabeth's Hospital. (CERTIFICATE OF APPOINTMENT MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

I would like to introduce an original deed, attached to the Bill of Complaint, dated 11 October 1932, from Frank I. Williams and wife to Washington E. Harding for Lots Nos. 6250 and 6251 in the subdivision known as Woodland Beach, recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130, folio 599. (MARKED EXAMINER'S EX. 2)

I would like to introduce an original deed, attached to the Bill of Complaint, dated 12 February 1939, from Alexander Economon and wife, to Washington E. Harding, for Lots Nos. 1404, 1405, 1406, 1407 and 1408, which last lot has been sold, said deed recorded among the aforesaid Land Records in Liber J.H.H. no. 203, folio 4, and the decedent died seized and possessed of the first four lots mentioned, together with improvements thereon, all located in Woodland Beach. (MARKED EXAMINER'S EX. 3)

I would like to offer an original deed, attached to the Bill of Complaint, dated 9 August 1939, from Warren Smadbeck and wife to Washington E. Harding, recorded among the aforesaid Land Records in Liber J.H.H. No. 212, folio 204 for a number of lots located at Woodland Beach for which at the time of his death, the decedent died seized and possessed of only Lots Nos. 1414 and 1415, all the rest of which lots having been sold by the decedent during his lifetime. (MARKED EXAMINER'S EX. 4)

I would like to offer the certified copy of the Commission attached to the Bill of Complaint, of William N. Baldwin and William F. Perlits to appraise the real estate of Washington E. Harding of which he died seized and possessed together with the return of the appraisal made upon said Commission. (MARKED EXAMINER'S EX. 5)

Helen May Harding, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. King)

1. What is your name and address?

A. Helen May Harding, Laurel, Maryland.

2. You are the wife of whom?

A. Joseph D. Harding.

3. What is the relation of Joseph D. Harding to Washington E. Harding?

A. Brother.

4. How long have you been married to Joseph D. Harding?

A. Twenty years.

5. You are well acquainted with his brothers, sister, nieces and nephews?

A. Yes.

6. Did you know the decedent, Washington E. Harding?

A. Yes.

7. How long did you know him?

A. For the last twenty years.

8. When did Washington E. Harding die?

A. June 16, 1954.

9. Where did he die?

A. At the hospital in Annapolis, Md.

10. At the time of his death, did he leave any real estate in Anne Arundel County?

A. Yes, he left Lots Nos. 1404, 1405, 1406, 1407, together with improvements thereon.

11. What is the improvement?

A. A Summer house.

12. What other lots did he leave?

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A. Lots 1414 and 1415, unimproved, and Lots 6250 and 6251, unimproved.

13. What, if any, heirs did the decedent leave?

A. His wife, Mary E. Harding, a lunatic.

14. Do you know where she is?

A. In St. Elizabeth's Hospital in the District of Columbia.

15. Who is the Committee for her?

A. Thomas M. O'Malley.

16. What brothers did he leave?

A. Joseph D. Harding and Andrew Harding.

17. What other heirs did he leave?

A. His sister, Minnie Pearl Leishear, and his sister, Mary Martha Frey, Wilson Harding, the only child of a deceased brother, who predeceased Washington E. Harding, and the children of Lydia Merson, a deceased sister, namely, George Merson, Edward Merson, Elzie T. Merson and Harry Merson.

18. You have seen all of the real estate involved in this proceeding, would it be possible to divide the real estate in kind among the heirs without loss or injury to them?

A. No it would not be possible to divide the lots.

19. What do you think would be necessary to do?

A. The property should be sold and the proceeds divided among the heirs as their interests may appear.

(Mr. Anderson, Cross-Examination)

1. Do you have any idea of the value of the real estate?

A. It was appraised for $2650 by the Orphans' Court for Anne Arundel County.

(Mr. Cunningham)

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

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

(Mr. King)

1. What is your name?

A. Joseph D. Harding.

2. Where do you live?

A. Laurel, Md.

3. You are the brother of Washington E. Harding, the decedent?

A. Yes.

4. Did you qualify as examiner of his personal estate?

A. Yes.

5. Has the estate been duly administered in the Orphans' Court for Anne Arundel County?

A. Yes.

6. Have all the bills been paid?

A. All except an insurance bill on the house at Woodland Beach which I paid. (INSURANCE BILL MARKED EXAMINER'S EX. 6 AND FILED HEREWITH)

7. You heard your wife testify as to the heirs at law of your brother, Washington E. Harding, did she correctly state them?

A. Yes she did.

8. What, in your opinion, is the value of this real estate that your brother left?

A. It was appraised by the Orphans' Court at $2650.00.

9. Do you think that is a fair price for the real estate?

A. Yes.

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

A. No, the vacant lots could not be divided among ten or twelve heirs; it would have to be sold and the proceeds divided.

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11. In your opinion, would it be to the best interest and advantage of the heirs that the property be sold and the money divided?

A. Yes.

12. Is there any revenue or rent being produced by this property now?

A. No.

13. What is the improvement on the property.

A. A small summer house.

(Mr. Cunningham)

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

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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 2d day of August, 1955.

Chapman W. Cunningham (SEAL)
Chapman W. Cunningham, Examiner

C.W.C. $10.00
K.H.McC. $7.00

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LIBER 94 PAGE 447

United States District Court for the District of Columbia

Mental Health No. 5315

In Re:

Mary E. Harding
(Patient)

CERTIFICATE OF COMMITTEE APPOINTMENT

I, Harry M. Hull, Clerk of the United States District Court for the District of Columbia, hereby certify that, on the twelfth day of August, 1954 Thomas M. O'Malley was appointed by Judge Tamm as committee of the person and estate of Mary E. Harding, Patient; and I further certify that said Thomas M. O'Malley committee, has filed his duly approved undertaking in the maximum sum of five thousand dollars ($5,000.00) with National Surety Corporation as surety thereon; and that according to the records in this office the appointment has not been terminated.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said court, at the city of Washington, in said District of Columbia, this 14th day of July, 1955

HARRY M. HULL, Clerk

By Ida M. Waggaman
Deputy Clerk.

Filed 2 Aug., 1955.

INVOICE

LIBER 94 PAGE 448

08126

THOMAS G. BASIL

Insurance

12 CHURCH CIRCLE TELEPHONE COLONIAL 3-2161

ANNAPOLIS, MD.

Date August 3, 1954

To Mr. Joseph D. Harding
R.F.D.
Laurel, Maryland

EXPIRATION	POLICY NUMBER	COMPANY	PROPERTY COVERED	KIND OF INSURANCE	AMOUNT	RATE	PREMIUM DUE
8/3/55	456119	Reliance	Dwelling and Contents 1 yr.	Fire, Ec.	$3,000.	.41	$ 12.30

Please marked Paid and return to Joseph D Harding Adm

THOMAS G. BASIL

PAID 9/3/54

Remarks

Order Given by Examiner's Exhibit No. 6

Mortgagee O'Malley, etc, et al. vs. Mann, et ux., et al.

Order Given to No. 11,269 Equity

file 7/21/55 cwc

Thank You For This Business

AND THE PLEASURE OF HAVING YOU AS ONE OF OUR POLICY HOLDERS.

PLEASE KNOW THAT WE ARE ALWAYS AVAILABLE FOR INFORMATION AND SERVICE ON ALL INSURANCE MATTERS

Please Call Us. D 957

B & B R.N.CO. PTD.

29

PER

Filed 2 Aug., 1955

THOMAS M. O'MALLEY,	:	NO. 11269 EQUITY
et al	:	IN THE
	:	
vs.	:	CIRCUIT COURT
	:	
	:	FOR
GEORGE MERSON,	:	ANNE ARUNDEL COUNTY
et al	:	
	:	

WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondents, George C. Merson and Monoa Merson, his wife; Paul E. Merson; Elzie T. Merson and Mary Merson, his wife; Harry L. Merson and Janette Merson, his wife, by Marvin I. Anderson, their Solicitor, hereby waive the 41st Equity rule and submit the case to the Court for Decree.

Marvin I. Anderson
Solicitor for Respondents

Filed 3 Aug, 1953

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THOMAS M. O'MALLEY, et al	:	NO. 11269 EQUITY
vs.	:	IN THE CIRCUIT COURT
GEORGE MERSON, et al	:	FOR ANNE ARUNDEL COUNTY

WAIVER

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Respondent, Frances Merson, wife of Paul E. Merson, hereby waives the 41st Equity rule and submits the case to the Court for Decree.

Frances Merson
Frances Merson
Respondent

Filed 3 Aug. 1955

THOMAS M. O'MALLEY,	:	NO. 11269 EQUITY
et al	:	IN THE
vs.	:	CIRCUIT COURT
	:	FOR
GEORGE MERSON,	:	ANNE ARUNDEL COUNTY
et al	:	
	: : : : :	

DECREE

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

It is thereupon this 3rd day of ~~July~~ August, 1955, by the undersigned, one of the Judges of this Court, and by authority of this Court, adjudged, ordered and decreed that the real estate in these proceedings be sold; that Thomas O. King and Marvin I. Anderson 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 Thirty-five Hundred Dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future order or decree, in the premises; they shall then proceed to make the said sale, having first given at least three weeks previous notice, inserted in some newspaper published in Anne Arundel County or such other notice as they may think proper; of the time, place, manner and terms of sale, which terms shall be as follows:

One-third of the purchase money to be paid in cash on the day of sale, balance on the final ratification of such sale by the Court, or all cash at the option of the purchaser or purchasers,

Filed 3 Aug., 1955.

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

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

And the said Trustees shall bring into this Court the money arising from such sale, or sales, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such attorney's fee and 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 their trust.

Benjamin Washington
JUDGE

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THOMAS M. O'MALLEY, Committee, etc., et al	:	NO. 11,269 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
GEORGE MERSON, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Thomas O. King and Marvin I. Anderson, of Annapolis, Anne Arundel County, Maryland, as principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of Thirty-five Hundred ($3,500.00) Dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 11th day of August in the year of our Lord one thousand and nine hundred and fifty-five.

WHEREAS, the above bounden Thomas O. King and Marvin I. Anderson were appointed Trustees by virtue of a Decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated August 3rd, 1955, to make sale of the property mentioned in the proceedings in the case of Thomas M. O'Malley, Committee, etc., et al, vs. George Merson, et al, known as No. 11,269 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Thomas O. King and Marvin I. Anderson 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;

Filed 15 Aug., 1955.

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

Signed, Sealed & delivered
in the presence of

Catherine N. Botts

Thomas O. King (SEAL)

Marvin F. Anderson (SEAL)

NATIONAL SURETY CORPORATION

BY: Marvin F. Anderson
Attorney-in-fact

Approved this 15 Aug., 1935
George T. Cromwell, Clerk

35

TRUSTEE'S SALE

LIBER 94 PAGE 455

of

Valuable fee simple property situated in the 2nd Election District of Anne Arundel County at Woodland Beach, Maryland

---

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, in Equity passed in a cause in said Court pending in which Thomas M. O'Malley, committee etc. et al, are plaintiffs and George Merson, et al, are defendants (No. 11269 Equity) the undersigned Trustees will sell at public auction at the Court House door, at Annapolis, Maryland, on

SEPTEMBER 6th, 1955

at 10:00 o'clock A. M.

the following property:

Parcel 1 - All those lots known and designated as No. 1404, 1405, 1406, 1407 Woodland Beach, improved by four (4) room bungalow and bath, electricity and water.

Parcel 2 - All those two lots known as lots No. 1414 and 1415 Woodland Beach, unimproved.

Parcel 3 - All those two lots known as lots No. 6250 and 6251 Woodland Beach.

Each parcel will be offered separately and the bids whatever manner most advantageous.

Terms of Sale: One third of the purchase money to be paid in cash on day of sale, balance on ratification of such sale or sales by the Court, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest from day of sale, taxes and expenses adjusted to day of sale.

GEORGE SCIBLE,
Auctioneer

MARVIN I. ANDERSON
THOMAS O. KING
Trustees

LIBER 94 PAGE 456

Sept. 6th 1955

I hereby certify that ~~I~~ we have purchased the property shown on this record plat for the sum of twenty three hundred twenty five dollars and agree to comply with the terms of sale.

~~Jos. D. Harding (Seal)~~
H. Mae Harding (Seal)

Witness:
Maurice C Ridgely

I hereby certify that I sold the within property to Jos. D. & H. Mae Harding for the sum of twenty three hundred twenty five dollars.

Geo. H. Smith (Seal)

Witness:
Marvin A. Anderson

EXHIBIT NO. 1 WITH REPORT OF SALE

Filed 14 Sept, 1955.

THOMAS M. O'MALLEY, et al.	*	NO. 11,269 EQUITY
	*	IN
versus	*	THE CIRCUIT COURT
GEORGE MERSON, et al.	*	FOR ANNE ARUNDEL COUNTY

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Thomas O. King and Marvin I. Anderson, Trustees appointed in this cause to make sale of the real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful discharge of their trust, as required by said decree, and after giving notice of the time, place, manner, and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by handbills set up at the Court House Door in the City of Annapolis, Maryland, and circulated in said Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, they did, pursuant to said notice, attend at the Court House Door in the City of Annapolis, on Tuesday, September 6, 1955, at ten o'clock a. m., the time and place so advertised, and then and there proceeded to sell said real estate, as follows, to wit:

First: All those lots known and designated as lots numbered 1404, 1405, 1406, and 1407, Woodland Beach, improved by four (4) room bungalow and bath, electricity and water.

Second: All those two lots known as lots numbered 1414 and 1415, Woodland Beach, unimproved.

Third: All those two lots known as lots numbered 6250 and 6251, Woodland Beach, unimproved.

The above three parcels were offered for sale individually, the bids therefor reserved, and said real estate was sold as an entirety to Joseph D. Harding and H. Mae Harding, his wife, for the sum of twenty-three hundred seventy-five ($2,375.00) dollars, they being the highest bidders for said property.

And your said Trustees file herewith as exhibit the Auctioneer's

Filed 14 Sept. 1955.

Certificate and Agreement of Purchasers, marked "Exhibit No. 1" with Report of Sale.

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

All of which is respectfully submitted.

Thomas O. King

Marvin I. Anderson

TRUSTEES

STATE OF MARYLAND, HOWARD COUNTY, TO WIT:

I hereby certify that on this 6th day of September, 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 Thomas O. King, Trustee, 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.

As witness my hand and seal notarial.

Notary Public

STATE OF MARYLAND, ANNE ARUNDELCOUNTY, TO WIT:

I hereby certify that on this 14 day of September, 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 Marvin I. Anderson, Trustee, 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.

As witness my hand and seal notarial.

Myrtle Sturm
Notary Public

LIBER 94 PAGE 460

ORDER NISI

Thomas M. O'Malley, as Committee of the Estate of Mary E. Harding, (a lunatic), et al

versus

George Merson and Monoa Merson, his wife, et al

IN THE

CIRCUIT COURT

FOR

ANNE-ARUNDEL COUNTY

No. 11,269 Equity

Ordered, this 14 day of September, 19 55, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Thomas O. King and Marvin I. Anderson, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24 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 24 day of October next.

The report states that the amount of sales ~~to be~~ was $2,375.00.

George J. Cromwell Clerk.

True Copy,

TEST: Clerk.

Filed 14 Sept., 1955.

(Final Order)

Thomas M. O'Malley, as Committee of the Estate of Mary E. Harding, (a lunatic), et al

versus

George Merson and Monoa Merson, his wife, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 26th day of October, 19 55, 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: 26 Oct. 1955

LIBER 94 PAGE 461

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,269 EQUITY

Order Nisi

THOMAS M. O'MALLEY,
As Committee of the Estate of
MARY E. HARDING,
(A lunatic) et al.
versus
GEORGE MERSON and
MONOA MERSON, his wife,
et al.

Ordered, this 14th day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Thomas O. King and Marvin L. Anderson, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th 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 24th day of October next.

The report states that the amount of sale was $2,375.00.

GEORGE T. CROMWELL, Clerk,
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
o-13

No. 31

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 13, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,269

George Merson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 24th day of October, 1955. The first insertion being made the 22nd day of September, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 25 Oct., 1955.

In the Case of

Thomas M. O'Malley, Committee
of the Estate of
Mary E. Harding, a lunatic,
vs. et al

George Merson,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,269 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 28, 1955

All of which is respectfully submitted.

Laura K. Ticklin
Auditor.

43

Filed 7 Dec., 1955

Dr. Thomas M. O'Malley, Committee of the Estate of Mary E. Harding, a lunatic, et al vs. George Merson, et al in ac.

To Trustees for Commissions, viz:	104	75	104	75
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	65	80		
Jos. W. Alton, Jr. - Sheriff's costs	1	45		
Chipman W. Cunningham - Examiner's fee	10	00		
Katharine H. McCutchan - stenographer's fee	7	00		
Auditor - stating this account	18	00		
			122	25
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising sale	20	64		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
National Surety Corp. - bond premium	14	00		
Jos. D. Harding - fire insurance premium paid for 8/3/54 to 8/3/55	12	30		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	38		
One-half State documentary stamps	1	37		
Myrtle Sturm - notary fee		50		
LeRoy W. Grafton - notary fee		50		
Barrett Printing Co. - handbills	9	69	99	38
To Trustees for Taxes, viz:				
1954 State and County taxes, tax sale costs and advertising	18	97		
1955 State and County taxes ($59.20) adjusted to 9/6/55	40	43	59	40
BALANCE FOR DISTRIBUTION - $2,006.02				
Distributed to the heirs at law of Washington E. Harding, who died 6/16/54, (all inheritance taxes being paid) viz:				
(1) To Thomas M. O'Malley, Committee of Mary E. Harding, lunatic, widow - one-half	1,003	01		
(2) To Joseph D. Harding, brother - one-twelfth	167	17		
(3) To Andrew Harding, brother - one-twelfth	167	17		
(4) To Minnie Pearl Leishear, sister - one-twelfth	167	17		
(5) To Mary Martha Frey, sister - one-twelfth	167	17		
(6) To Wilson Harding, nephew - one-twelfth	167	17		
(7) To Children of Lydia Merson, deceased sister, viz:				
1. George Merson, nephew - one-forty-eighth	41	79		
11. Edward Merson, nephew - one-forty-eighth	41	79		
111. Eliza T. Merson, niece - one-forty-eighth	41	79		
IV. Harry Merson, nephew - one-forty-eighth	41	79	2,006	02
			2,391	80

with Thomas O. King and Marvin I. Anderson, Trustees Cr.

1955						
Sept.	6	Proceeds of Sale	2,375	00		
		Interest on $1,575.00 to 11/10/55	16	80	2,391	80

2,391 80

LIBER 94 PAGE 465

ORDER NISI

Thomas M. O'Malley, Committee of the Estate of Mary E. Harding, a lunatic, et al

VERSUS

George Merson, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,269 Equity.

ORDERED, This 7 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 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 7 Dec. 1955 George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th 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.

Filed JAN 17 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this ..... day of ....., 19....., that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the Trustee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

LIBER 94 PAGE 466

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. 11,269 Equity

THOMAS M. O'MALLEY, Committee of the Estate of MARY E. HARDING, a lunatic, et al

Vs.

GEORGE MERSON, et al

Ordered, this 7th 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 6, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,269 Auditor account Mary E. Harding vs George Merson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of January, 1956. The first insertion being made the 15th day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 5018

By H. Tilghman

Filed JAN 1 1956

IN THE MATTER OF THE TRUST ESTATE	:	IN THE CIRCUIT COURT FOR
OF	:	ANNE ARUNDEL COUNTY
FOLGER MCKINSEY AND FANNIE H. MCKINSEY, HIS WIFE	:	NO. 6367 Equity
	:	

PETITION TO CONVEY OMITTED PROPERTY AND ORDER OF COURT THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. That on the 19th day of May, 1936, your Petitioner, acting as Trustee reported to this Court the sale of three tracts of land to Folger McK. Williams et and for the consideration therein mentioned and which said tracts are therein described by metes and bounds, courses and distances.

2. That your Petitioner had stated in the aforementioned Report of Sale that the property therein described comprised all the rest of the property belonging to said trust estate.

3. That in accordance with said Report of Sale and final ratification thereof, your Petitioner conveyed the said three parcels of land to Folger McK. Williams by deed dated June 30, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 152, folio 117.

4. That your Petitioner as well as the said Folger McK. Williams were under the impression that he had reported and conveyed all the remaining property to the said Folger McK. Williams, but in fact, had omitted the parcel of land hereinafter described, which comprised part of the remainder of the trust estate.

5. That it was the intention and understanding of your Petitioner and Folger McK. Williams that all the rest of the property in said trust estate was to be conveyed to the said Folger McK. Williams including the hereinafter described parcel of land.

6. That your Petitioner inadvertently omitted from the said Report of Sale and said Deed to Folger McK. Williams the following described parcel of land:

> Beginning for the same at the intersection of the easternmost side of a 20 ft. road with the centerline of a 30 ft. County Road which leads from Ritchie Highway to Cypress Creek, said point of beginning being South 83 degrees 07 minutes 10 seconds East 20 feet from the end of the North 4 degrees 45 minutes East 595 foot, more or less, line of that conveyance from Folger McKinsey Williams and Elva M. Williams to Lois McKinsey Williams as recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 394, folio 190; thence from the point of beginning so fixed and running with said centerline of said 30 foot County road, South 83 degrees 07 minutes 10 seconds East 330.72 feet

Filed FEB 2 1956

to the northwesternmost boundary of that conveyance from Roland Parr and Virginia Parr to James McKinsey, as recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 275, folio 330; thence leaving said centerline and bounding on the outlines of the said James McKinsey property, as now corrected for variation, South 10 degrees 45 minutes 10 seconds West 234.52 feet and North 87 degrees 20 minutes 50 seconds West 187.31 feet to a concrete monument found marking the northwesternmost corner of a 10 foot right of way, South 5 degrees 01 minutes 10 seconds West 121.0 feet, thence leaving said right of way and running perpendicular to same, North 84 degrees 58 minutes 50 seconds West 120 feet to the hereinbefore mentioned easternmost side of a 20 foot road, thence binding on said side of said 20 foot road, North 5 degrees 01 minutes 10 seconds East 372.88 feet to the point of beginning.

Containing 2.12 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor, Anne Arundel County, in January, 1952.

TO THE END, THEREFORE,

Your Petitioner prays this Honorable Court to authorize and direct him as Trustee of the Estate of Folger McKinsey and Fannie H. McKinsey, his wife, to convey unto Folger McK. Williams the inadvertently omitted parcel of land containing 2.12 acres, of land, more or less, as described herein.

Orlando Ridout, Jr., Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 28 day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Orlando Ridout, Jr., Trustee for the Estate of Folger McKinsey and Fannie H. McKinsey, his wife, and made oath in due form of law that the matters and things set forth in the aforegoing Petition are true to the best of his knowledge and belief.

Witness my hand and Notarial Seal.

Raymond E. Grant
Notary Public
My Commission expires May 6, 1957

ORDER OF COURT

Upon the aforegoing Petition, it is this 26 day of February, 1956, by the Circuit Court for Anne Arundel County, sitting in Equity, ORDERED that Orlando Ridout, Jr., Trustee, be, and he is hereby, authorized and directed to convey unto Folger McK. Williams without further consideration the 2.12 acres of land, more or less, as described in said petition by metes and bounds, courses and distances.

Benjamin Michaelson
Judge

Filed FEB 3 1956

3

LIBER 94 PAGE 470

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Joseph G. Gatton and Helen G. Gatton, his wife.	*	Equity No. 11,513

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

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: 7 Oct. 1955

1

JM

LIBER 94 PAGE 471

No. 11,513 Equity

BOOK 655 PAGE 340

THIS MORTGAGE, Made this 19th day of November - - , in the year one thousand nine hundred and fifty-one , between JOSEPH G. GATTON and HELEN G. GATTON, 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.

no stamps Required

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Thirty-six Hundred Fifty ($3650.00)- Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Forty Dollars and Fifty-three Cents ($40.53) - - - - - commencing on the tenth day of December , 1951, and on the tenth - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

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

~~BEGINNING~~ BEING known and designated as Lots Nos. Two Hundred Sixty-three (263), Two Hundred Sixty-four (264), and Two Hundred Sixty-five, (265), as shown on Plat No. 4 of Elvaton Acres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No. 13.

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

Filed 7 Oct. 1955

2

BEING the same lots of ground which by Deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, were granted and conveyed by Charles L. Pumphrey and Edna G. Pumphrey, his wife, to the said mortgagors.

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

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

EZGER & MEZGER
ATTORNEYS AND
OUNSELLORS AT LAW
BALTIMORE 1, MD.

buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its successors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives and assigns, so to do, the mortgagee, its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly on or before the tenth day of each and every month the sum of Six Dollars and Fifty Cents ($6.50) - - - - - - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall become so much additional indebtedness secured by this mortgage and be included in any decree foreclosing this mortgage, or in any sale of the premises for the foreclosure of the same; (3) Not to remove or demolish any buildings now on the premises, nor to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors, their heirs, personal representatives and assigns, to keep the buildings on said property in good condition or repair, the mortgagee, its successors or assigns, may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors, their heirs, personal representatives and assigns, to comply with said demand of the mortgagee, its successors or assigns, for a period of thirty days shall constitute a breach of this mortgage, and, at the option of the mortgagee, its successors or assigns, immediately mature the entire principal and interest hereby secured, and the mortgagee, its successors or assigns, may without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a Receiver, as herein provided; (4) That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a Receiver to collect the rents and profits of said premises and

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

account therefor as the Court may direct; (5) That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby morgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local Laws of the State of Maryland relating to mortgages, or any supplement, amendment or additions thereto. And upon any sale of said property, whether under the above assent to a decree or under the above powers of sale, the proceeds shall be applied as follows: (1) To the payment of all expenses incident to such sale, including a fee of Fifty ($50.00) Dollars to the attorney conducting the foreclosure and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the County aforesaid; (2) To the payment of all claims of the said mortgagee, its successors or assigns, under this mortgage, whether the same shall have matured or not; and (3) the surplus (if any there be) to the said mortgagors, their heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

EZGER & MEZGER
ATTORNEYS AND
OUNSELLORS AT LAW
BALTIMORE 1, MD.

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

WITNESS the hands and seals of the said mortgagors.

Witness:

Janet C. Laisel

Joseph G. Gatton (SEAL)

Helen G. Gatton (SEAL)

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 19th day of November - 1951, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Joseph G. Gatton and Helen G. Gatton, his wife

known to me (or satisfactorily proved) to be the persons whose namesare subscribed to the within mortgage, and they acknowledged the aforegoing mortgage to be their act. At the same time also appeared John P.Helmer President of the within named corporation, Mortgagee, personally known to me, and made oath in due form of law that the consideration set forth in the foregoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Janet C. Laisel — Notary Public

My Commission Expires May 4th,1953.

Recorded-20th-Nov.-1951-at-1:45-P.M.

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

MORTGAGE

From:

Joseph G. Gatton and Helen G. Gatton, his wife

To:

Arundel Federal Savings & Loan Association of Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 20 Day of Nov 1967, at 1-45 P.M. and the same day recorded in Liber J.H.H., No. 655 Fol. 340, Land Records of Anne Arundel County.

John H. Hopkins Clerk

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

FILED

LIBER 94 PAGE 477

Milit[illegible] Affidavit under Soldiers' and Sa[illegible]s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

Irving H. Mezger, Attorney

named in Mortgage

vs.

Joseph G. Gatton and Helen G. Gatton, his wife.

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~
ANNE ARUNDEL COUNTY

Equity No. 11,513

~~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

John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 10th day of November 1955

E. Jane Rusinek

E. Jane Rusinek *Notary Public*

My Commission Expires May 6th, 1957.

Filed 12 Nov, 1955

LIBER 94 PAGE 478 **STATEMENT OF MORTGAGE CLAIM**

Irving H. Mezger, Attorney

named in Mortgage

vs.

Joseph G. Gatton and Helen G. Gatton, his wife.

IN THE

CIRCUIT COURT

— OF —

~~BALTIMORE COUNTY~~

ANNE ARUNDEL COUNTY

Equity No. 11513

STATEMENT OF MORTGAGE DEBT

Original Amount of Mortgage		$ 3,650.00
Less - Total amount paid on account of Principal	$708.08	
Less -- Credit Expense Account	33.66	741.74
Net Balance		$ 2,908.26
Plus accumulated interest to November 30th, 1955 (with interest thereafter at the rate of 6% per annum)		29.50
Total amount of Mortgage Indebtedness		$ 2,937.76

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

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

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this 10th day of November 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.

E. Jane Rusinek

E. Jane Rusinek *Notary Public.*

My Commission Expires May 6th, 1957.

Filed 12 Nov., 1955

LIBER 94 PAGE 479

Jud. 14042.

MORTGAGEE OR ATTORNEYS' BOND

No. 11,513 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger

200 W. Saratoga Street, Baltimore 1, Maryland

~~and~~

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 Three Thousand and 00/100 ($3,000.00) *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 11th *day of* November *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* Joseph G. Gatton and Helen G. Gatton

to Arundel Federal Savings and Loan Association

dated November 1951 *and recorded in Liber* JHH *No.* 655 *folio* 340 *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

Elaine E. Seeger
Elaine E. Seeger

Ruth S. Winebrenner
ATTEST: Ruth S. Winebrenner

Irving H. Mezger [SEAL]
Irving H. Mezger

[SEAL]

MARYLAND CASUALTY COMPANY
By Joseph F. Howell
Joseph F. Howell Attorney-in-fact

Approved this 12 Nov., 1955.
George J. Cromwell, Clerk.

Filed 12 Nov., 1955.

LIBER 94 PAGE 480

STATE OF MARYLAND, Baltimor. .y, 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 11th day of November 19 55, in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,513
vs.	*	
Joseph G. Gatton and Helen G. Gatton, his wife.	*	

* * * * * * * * * *

CERTIFICATION

We hereby certify, that on the 15th day of November, 1955, we sold at public auction for the highest price obtainable to the Arundel Federal Savings and Loan Ass'n. of Balto. City, the property described as follows:

ALL THOSE LOTS OF GROUND situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lots Nos. Two Hundred Sixty-three (263), Two Hundred Sixty-four (264), and Two Hundred Sixty-five (265), as shown on Plat No. 4, of Elvaton Acres, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-1, Plat No. 13, in fee simple,

at and for the price of Twenty-Nine Hundred ($2900.00) 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 - President.

E. T. Newell & Co., Inc., Auctioneers

By: John M. Miller, Jr. President

We hereby certify that we purchased the above described property at and for the price of Twenty-Nine Hundred ($2900.00) Dollars.

ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY

By: Henry C. Bourke, Jr., Treasurer

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

Filed 17 Nov., 1955.

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,513
vs.	*	
Joseph G. Gatton and Helen G. Gatton, his wife.	*	

* * * * * * * * * *

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 Joseph G. Gatton and Helen G. Gatton, 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, November 15th, 1955 at 3:00 o'clock p.m. attend on the premises and then and there sold at public auction, all those lots of ground located in the Third Election District, Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to the Arundel Federal Savings and Loan Association of Baltimore City who was then and there the highest bidder at and for the sum of Twenty-Nine Hundred ($2900.00) Dollars, the entire amount of the purchase price to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger

Irving H. Mezger, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 16th day of November, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for the city aforesaid, personally appeared Irving H. Mezger, and

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

Filed 17 Nov., 1955.

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.

Betty Lou Vogt Notary Public

My Commission Expires May 6th, 1957.

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

LIBER 94 PAGE 484

ORDER NISI

Irving H. Mezger, Attorney Named
In Mortgage

versus

Joseph G. Gatton and
Helen G. Gatton, his wife,

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,513 Equity

Ordered, this 17th day of November, 19 55, 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 26th 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 26th day of December next.

The report states that the amount of sales was $ 2,900.00.

George T. Cromwell Clerk.

True Copy,

Filed: 17 Nov. 1955

TEST: Clerk.

(Final Order)

Irving H. Mexger, Attorney Named
In Mortgage

versus

Joseph G. Gatton and
Helen G. Gatton, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson
Judge

Filed DEC 27 1955

LIBER 94 PAGE 485 OFFICE (

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. 11,513 Equity
IRVING H. MEZGER, Attorney Named In Mortgage

Vs.

JOSEPH G. GATTON and HELEN G. GATTON, his wife.

Ordered, this 17th day of November, 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 26th 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 26th day of December next

The report states that the amount of sale was $2,900.00.

GEORGE T. CROMWELL, Clerk.

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

d-15

CERTIFICATE OF PUBLICATION

Annapolis, Md., December 21, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,513

Joseph G. Gatton

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 December, 1955 The first insertion being made the 22nd day of November, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By N. Tilghman

No. MG 5104

Filed: 21 Dec 1955

In the Case of

Irving H. Mexger,
Attorney named in Mortgage
vs.
Joseph G. Gatton
and
Helen G. Gatton, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,513 Equity

To the Honorable, the Judges of said Court:

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

January 4, 1956

All of which is respectfully submitted.

Laura W. Jackling
Auditor.

Dr. Irving H. Mezger, Attorney named in Mortgage vs. Joseph G. Gatton and Helen G. Gatton, his wife in ac.

To Attorney for Fee, viz:	50	00			
To Attorney for Commissions, viz:	117	50	167	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	33	76			
Capital-Gazette Press - order nisi (sale)	8	00			
Capital-Gazette Press - order nisi (acct)	6	00			
The Sun - advertising sale	12	15			
Maryland Casualty Co. - bond premium	12	00			
E. T. Newell & Co. - auctioneer's fee	25	00			
One-half Federal documentary stamps	1	65			
One-half State documentary stamps	1	65			
Betty Lou Vogt - notary fee		50	100	71
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	2,580	29	2,580	29
			2,900	00
Amount of mortgage claim filed	2,937	76		
Cr. Amount allowed above	2,580	29		
Balance subject to decree in personam	357	47		

with Irving H. Mezger, Attorney named in Mortgage Cr.

1955				
Nov.	15	Proceeds of Sale	2,900 00	2,900 00
				2,900 00

19

LIBER 94 PAGE 489

ORDER NISI

Irving H. Mezger,
Attorney named in Mortgage
VERSUS
Joseph G. Gatton
and
Helen G. Gatton, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,513 Equity.

ORDERED, This 9th day of January, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of February next.

Filed JAN 9 1956 George J. Crownover, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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 FEB 14 1956

LIBER 94 PAGE 490

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1956

We hereby certify, that the annexed

Order Nisi - Gatton - Eq 11513

Joseph G. Gatton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of February, 1956. The first insertion being made the 13th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 1470

By Marie Tate

Filed JAN 27 1956

21

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,513 Equity

IRVING H. MEZGER, Attorney named in mortgage

Vs.

JOSEPH G. GATTON and HELEN G. GATTON, his wife.

Ordered, this 9th day of January, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of February next.

GEORGE T. CROMWELL, Clerk.

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

1-26

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Joseph R. Johnston and Elizabeth M. Johnston, his wife.	*	Equity No. 11,421

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

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 15 July, 1955

1

No. 11,421 Equity

No Stamps Required

THIS MORTGAGE, Made this *2nd* day of November - - , in the year one thousand nine hundred and fifty-four-, between JOSEPH R. JOHNSTON and ELIZABETH M. JOHNSTON, his wife - - - - - -, of the County of Anne Arundel-, in the State of Maryland, Mortgagors, and the ARUNDEL FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate, duly incorporated, Mortgagee.

WHEREAS, said mortgagors, being members of said body corporate, have received therefrom an advance of Six Thousand Five Hundred ($6500.00) - Dollars; being part of the purchase price of the hereinafter described property; the due execution of this mortgage having been a condition precedent to the granting of said advance.

AND WHEREAS, said mortgagors have agreed to repay the said sum so advanced with interest at the rate of six per centum (6%) per annum from the date hereof, in monthly installments of Fifty-Five ($55.00) Dollars - - - - - - - - - - - - - - commencing on the first - - - - day of December-,1954, and on the first - - - - - day of each month thereafter, to be applied first to the payment of the interest then due and the balance to be applied on account of the said indebtedness until the whole of said principal sum shall be paid.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of one dollar, the said mortgagors do grant, convey and assign unto the said mortgagee, its successors and assigns, all that lot of ground situate and lying in the Third Election District, Anne Arundel County, Maryland - - -, and described as follows:

~~BEGINNING~~ BEING known and designated as Lot No. Sixteen (16) as shown on the Plat of Waterford Heights recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-1, Plat 10.

BEING the same lot of ground which by deed of even date and recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, was granted and conveyed by Howard H. Conway and Virginia M. Conway, his wife, to the said mortgagors.

Filed 15 July, 1955

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

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.

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

AND the said mortgagors, for themselves, their heirs, personal representatives and assigns covenant with the said mortgagee, as follows: (1) To keep the buildings on the premises insured against loss by fire, windstorm, and other hazards for the benefit of the mortgagee, its successors or assigns, in some company acceptable to the mortgagee, its sucoessors or assigns, to the extent of its lien thereon and to deliver the policy and all renewal receipts to the mortgagee, its successors or assigns; and in case of failure of the mortgagors, their heirs, personal representatives, and assigns, so to do, the mortgagee its successors or assigns, may do so and add the cost thereof to the amount of the mortgage indebtedness so as to become so much additional indebtedness secured by this mortgage; (2) To pay monthly

MEZGER & MEZGER
ATTORNEYS AND
COUNSELLORS AT LAW

on or before the first - - - - - - - - - - - - - - - - day of each and every month the sum of Six ($6.00) Dollars - for the payment of all taxes, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable. Should such payments be insufficient the mortgagee, its successors or assigns, are hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of six per centum (6%) per annum from the date of said payment, and the said mortgagee, its successors or assigns, shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon, so that the same shall 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 seoured, 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 adequaoy of any security for the debt) to the appointment of a Receiver to oolleot 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 corporation, other than the mortgagors, by voluntary grant or assignment, or in any other manner without the mortgagee's written oonsent, or should the same be 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 beoome 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 oonditions for thirty days; (7) That upon the institution of either bankruptcy or receivership 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 foreolosure 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 balanoe of the mortgage debt only, but also shall be entitled to demand and be paid

MEZGER & MEZGER
ATTORNEYS AND

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 account.

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

AND the said mortgagors, hereby assent to the passage of a decree for the sale of said property (the sale to take place after default in any of the covenants or conditions of this mortgage, as herein provided), and the said mortgagors hereby also authorize the said mortgagee, its successors or assigns, or Irving H. Mezger, their duly constituted Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland or under any other General or Local 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 reqquisite.

WITNESS the hands and seals of the said mortgagors.

Witness:

Jane E. Bruce
Jane E. Bruce

Joseph R. Johnston (SEAL)
Joseph R. Johnston

Elizabeth M. Johnston (SEAL)
Elizabeth M. Johnston

_______________________(SEAL)

_______________________(SEAL)

STATE OF MARYLAND, CITY OF BALTIMORE, to wit: BOOK 877 PAGE 92

I HEREBY CERTIFY, that on this 2nd day of November -,1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Joseph R. Johnston and Elizabeth M. Johnston, 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.

Jane E. Bruce
Jane E. Bruce Notary Public

My Commission Expires May 2nd, 1955.

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

Recorded- 5th Nov., 1954, at 10 A.M.

LIBER 94 PAGE 495

(2)

MORTGAGE

From:

Joseph R. Johnston
and
Elizabeth M. Johnston,
his wife

To:

Arundel Federal Savings
and Loan Association of
Baltimore City

THIRD ELECTION DISTRICT
ANNE ARUNDEL COUNTY

Received for Record 5 Day of Nov. 1974 at 10 A. M and the same day recorded in Liber J. H. H., No. 877 Fol. 88, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd *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

STATEMENT OF MORTGAGE CLAIM LIBER 94 PAGE 496

Irving H. Mezger, Attorney

named in Mortgage

vs.

Joseph R. Johnston and Elizabeth M. Johnston, his wife.

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

Equity No. 11,421

STATEMENT OF MORTGAGE DEBT

Original amount of Mortgage	$ 6,500.00
Less - Credit Expense Account	13.17
Net Balance	6,486.83
Plus accumulated interest to October 31st, 1955 (with interest thereafter at rate of 6% per annum)	194.03
Total amount of Mortgage Indebtedness	6,680.86

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 17th day of October 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,

E. Jane Rusinek *Notary Public.*

Filed: 18 Oct. 1955

My Commission Expires 5/6/57.

LIBER 94 PAGE 497 Milit ' Affidavit under Soldiers' and Sa rs' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

Irving H. Mezger, Attorney

named in Mortgage

vs.

Joseph R. Johnston and Elizabeth M. Johnston, his wife.

IN THE

Circuit Court

OF

~~BALTIMORE CITY~~

ANNE ARUNDEL COUNTY

Equity No. 11,421

~~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
John P. Helmer *Affiant.*
President

Subscribed and sworn to before me this 17th day of October 1955.

E. Jane Rusinek *Notary Public*

My Commission Expires 5/6/57.

Filed: 18 Oct. 1955

Jud. 14042

LIBER 94 PAGE 498

MORTGAGEE OR ATTORNEYS' BOND

No. 11,421 Equity

Know all Men by these Presents:

THAT WE Irving H. Mezger

of 200 W. Saratoga Street, Baltimore 1, Maryland

and the MARYLAND CASUALTY COMPANY, a body corporate, duly authorized by its charter to become sole surety on bonds, are held and firmly bound unto the State of Maryland, in the full and just sum of Six Thousand Seven Hundred and 00/100 - - - - - - - - - - - - - ($6,700.00) - - *Dollars, to be paid to the said State, or its certain attorney, to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, sealed with our seals and dated this* 17th *day of* October *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* Joseph R. Johnston and Elizabeth M. Johnston, his wife

to Arundel Federal Savings & Loan Association

dated November 2, 1954 *and recorded in Liber* JHH *No.* 877 *folio* 88 *etc., one of the Land Record Books of* Anne Arundel County, Maryland *is authorized and empowered to sell the property described in said mortgage in case of default being made in any of the covenants contained therein, and whereas such default has occurred and the said* Irving H. Mezger *is about to execute the power vested in him in said mortgage;*

NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden do and shall abide by and fulfill any order or decree which shall be passed by any Court of Equity in relation to the sale of said property or the proceeds thereof, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of

Elaine E. Seeger
Elaine E. Seeger

Irving H. Mezger [SEAL]
Irving H. Mezger

[SEAL]

MARYLAND CASUALTY COMPANY

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

ATTEST:

Dorothy V. Kammerer
Dorothy V. Kammerer

Bond Approved 18 Oct. 1955
George T. Cromwell, Clerk

Filed: 18 Oct. 1955

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LIBER 94 PAGE 499

STATE OF MARYLAND, Baltimor(y, act:

KNOW ALL MEN BY THESE PRESENTS: That **MARYLAND CASUALTY COMPANY**, a corporation of the State of Maryland, does hereby constitute and appoint Vandervoort Rand, Joseph F. Howell, Ralph C. Holliday and Roberta H. Taylor, each with full power to act alone, its Attorneys-in-Fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in any court in the State of Maryland, and it does hereby declare that all such bonds signed and executed by any one of the aforesaid Attorneys-in-Fact shall be binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said **MARYLAND CASUALTY COMPANY** duly affixed by its Vice-President and attested by its Assistant Secretary, this 30th day of January, 1951.

MARYLAND CASUALTY COMPANY

Attest: D. W. VAUTHIER
Assistant Secretary

By: HARRY C. MICHAEL
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney, and that the same is on this 17th day of October 19 55 in full force and effect.

MARYLAND CASUALTY COMPANY

D. W. Vauthier

D. W. Vauthier, Assistant Secretary.

9-A

LIBER 94 PAGE 500

Irving H. Mezger, Attorney	*	
named in Mortgage	*	IN THE CIRCUIT COURT
vs.	*	FOR
		ANNE ARUNDEL COUNTY
Joseph R. Johnston and	*	
Elizabeth M. Johnston, his wife	*	Equity No. 11,421

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

CERTIFICATION

We hereby certify, that on the 21st day of October, 1955, we sold at public auction for the highest price obtainable to Howard H. Conway and Virginia M. Conway, his wife, - - - - - - the property described as follows:

> ALL THAT LOT OF GROUND situate and lying in the Third Election District, Anne Arundel County, Maryland, and described as follows: BEING known and designated as Lot No. Sixteen (16) as shown on the Plat of Waterford Heights recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-1, Plat 10.

at and for the price of $5325.00.

In Testimony Whereof, the said body corporate has affixed its corporate seal hereto and has caused these presents to be signed by John M. Miller, Jr., its President.

E. T. Newell & Co., Inc., Auctioneers.

By: John M. Miller, Jr. President
John M. Miller, Jr.

We hereby certify that we purchased the above described property at and for the price of $5325.00.

Howard H. Conway
Howard H. Conway

Virginia M. Conway
Virginia M. Conway

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

10

Filed 28 Oct, 1955

LIBER 94 PAGE 501

Irving H. Mezger, Attorney named in Mortgage	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	*	
Joseph R. Johnston and Elizabeth M. Johnston, his wife	*	Equity No. 11,421

* * * * * * * * *

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 Joseph R. Johnston and Elizabeth M. Johnston, 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 the said mortgage, after giving bond with security for the faithful discharge of his duties and having given at least twenty (20) days' notice of the time, place, manner and terms of the sale by advertisement inserted in the "Maryland Gazette," a newspaper published in Anne Arundel County, Maryland, said Irving H. Mezger, Attorney named in Mortgage, did, pursuant of said notice, on Friday, October 21st, 1955 at 2:00 o'clock p.m. attend on the premises and then and there sold at public auction, all that lot of ground located in the Third Election District of Anne Arundel County, Maryland, and more particularly described in said mortgage, together with the improvements thereon, in fee simple, to Howard H. Conway and Virginia M. Conway, his wife, who was then and there the highest bidder at and for the sum of Fifty-Three Hundred Twenty-Five ($5325.00) Dollars, a deposit of Six Hundred Fifty ($650.00) Dollars having been made at the time of sale, the balance of the purchase price with interest at the rate of Six per cent (6%) per annum to be paid upon ratification of said sale and all expenses to be adjusted to date of sale.

Irving H. Mezger

Irving H. Mezger, Attorney named in Mortgage

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

I HEREBY CERTIFY, That on this 25th day of October, in the year 1955, before me, the subscriber, a Notary Public, of the State of Maryland, in and

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

11

Filed 28 Oct, 1955

for the city aforesaid, personally appeared Irving H. Mezger, Attorney named in Mortgage, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true and correct and that the sale thereby reported was fairly made.

AS WITNESS, my hand and Notarial Seal.

Betty Lou Vogt Notary Public

My Commission Expires May 6th, 1957.

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

'2

ORDER NISI

LIBER 94 PAGE 503

Irving H. Mezger,
Attorney named in Mortgage

versus

Joseph R. Johnston and
Elizabeth M. Johnston, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,421 Equity

Ordered, this 28 day of October, 19 55, That the sale of the Real Estate in these Proceedings mentioned,

made and reported by Irving H. Mezger, Attorney named in Mortgage, ~~Trustee~~,

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

The report states that the amount of sale ~~was~~ is $ 5,325.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order)

Filed 28 Oct, 1955.

Irving H. Mezger,
Attorney named in Mortgage

versus.

Joseph R. Johnston and
Elizabeth M. Johnston, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 6th day of December, 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

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Filed 6 Dec., 1955.

LIBER 94 PAGE 504

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,421 EQUITY

IRVING H. MEZGER,
Attorney Named in Mortgage,
versus
JOSEPH R. JOHNSTON and
ELIZABETH M. JOHNSTON, his wife.

Ordered, this 28th day of October, 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 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.

The report states that the amount of sale was $5,325.00.

GEORGE T. CROMWELL, Clerk.

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

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 23, 1955

We hereby certify, that the annexed

Order Nisi

No. 11,421

Joseph R. Johnston and Elizabeth M. Johnston

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 5th day of December, 1955. The first insertion being made the 3rd day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 1181

By H. Tilghman

14

Filed 23 Nov., 1955.

LIBER 94 PAGE 505

In the Case of

Irving H. Mezger,
Attorney named in Mortgage
vs.
Joseph R. Johnston
and
Elizabeth M. Johnston, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,421 Equity

To the Honorable, the Judges of said Court:

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

January 4, 1956

All of which is respectfully submitted.

Laura K. Dickinson
Auditor.

Dr. Irving H. Mezger, Attorney named in Mortgage, vs. Joseph R. Johnston and Elizabeth M. Johnston, his wife in ac.

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	190	96	240	96
To Attorney for Court costs, viz:				
Plaintiff's Solicitor'a 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	31	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	12	50		
Maryland Casualty Co. - bond premium	26	80		
E. T. Newell & Co. - auctioneer's fee	100	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Betty Lou Vogt - notary fee		50	191	09
To Arundel Federal Savings & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	4,888	73	4,888	73
			5,372	28
Amount of mortgage claim filed	6,680	86		
Cr. Amount allowed above	4,888	73		
Balance subject to decree in personam	1,792	13		

with Irving H. Mezger, Attorney named in Mortgage Cr.

1955						
Oct.	21	Proceeds of Sale	5,325	00		
		Interest on deferred payment of $4,675.00 to 12/12/55	40	51	5,365	51
		Refund 1955 State and County taxes	6	77	6	77
					5,372	28

LIBER 94 PAGE 508

ORDER NISI

Irving H. Mezger,

Attorney named in Mortgage

VERSUS

Joseph R. Johnston

and

Elizabeth M. Johnston, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,421 Equity.

ORDERED, This 9th day of January, 19 56; That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of February next.

Filed JAN 9 1956

George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 14th day of February, 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
Judge

Filed FEB 14 1956

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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. 11,421 Equity
IRVING H. MEZGER, Attorney named in Mortgage

Vs.

JOSEPH R. JOHNSTON and ELIZABETH M. JOHNSTON, his wife.

Ordered, this 9th day of January, 1956, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 13th day of 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 13th day of February next.

GEORGE T. CROMWELL, Clerk.

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

1-26

No. M.G. 1469

19

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 26, 1956

We hereby certify, that the annexed

Order Nisi - Anne. Arun. Eq 11421

Joseph R. Johnston

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 13th day of February, 1956. The first insertion being made the 12th day of January, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed JAN 27 1956

LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees	:	NO. 11,239 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
LOREN BENJAMIN ELLIOTT, infant 117 Granville Avenue Annapolis, Maryland	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators respectfully show:

1. That Harry W. Elliott departed this life on the 14th day of November, 1942, and by his Last Will and Testament duly admitted to probate in the Orphans' Court of Anne Arundel County devised his property to his wife (now deceased) for life and upon her death to his children, William L. Elliott, Benjamin P. Elliott, Harry F. Elliott, Viola E. Hall and Marcia Elliott. A certified copy of said Will is filed herewith marked Exhibit "A" and is prayed to be taken as a part hereof.

2. That Benjamin P. Elliott departed this life on the 24th day of April, 1954, intestate, leaving surviving him as his sole heirs at law, his wife, Doris D. Elliott, and the following children: Loren Benjamin Elliott, an infant, Philip K. Elliott (now married to Janet Lou Elliott), Nancy Louise Elliott, single, Donald Elliott, who intermarried with Mary Elliott.

3. That the personal estate of the said Benjamin P. Elliott has been fully administered on in the Orphans' Court of Anne Arundel County.

4. That by deed dated the 27th day of May, 1954, William L. Elliott and Helen F. Elliott, his wife; Doris D. Elliott, widow; Donald L. Elliott and Mary Elliott, his wife; Philip K. Elliott (then single); Nancy Louise Elliott, single; Harry F. Elliott and

Filed 19 Jan., 1955

Norma F. Elliott, his wife; Marcia Elliott, single; and Viola E. Hall and Harrell W. Hall, her husband, conveyed by deed certain properties to Louis M. Strauss and Marvin I. Anderson, as Trustees, for purposes of sale as will be seen by reference to said deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 834 folio 595, the original of which is filed herewith marked Exhibit "B" and is prayed to be taken as a part hereof.

5. That although the trustees advertised the various properties and endeavored to obtain the stipulated prices, they were not successful and, in fact, because of the infancy of one of the heirs the ratification by this Court would have been necessary.

6. That all of the properties, except two, are unimproved and there is no one legally authorized to manage them except that the said Harrell W. Hall has been collecting the rents and paying expenses, and your complainants are informed that the expenditures exceeded the income by $3,529.96 for the year of 1954.

7. That a sale of the real estate mentioned in the deed of trust would be for the best interest and advantage of the infant as well as the other interested parties.

WHEREFORE your Orators pray:

1. That this Honorable Court assume jurisdiction and pass a decree authorizing and directing your Orators, as Trustees, to exercise the power of sale contained in the deed of trust.

2. That the property be sold at public sale.

3. That the interest of the infant, Loren Benjamin Elliott, in the properties be included in the decree.

4. That the proceeds of said sale or sales be brought into Court for distribution under its order, in accordance with the respective rights and interest of the parties as set forth herein and in the deed of trust.

2

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

May it please your Honors to grant unto your Orators the Writ of Subpoena against Loren Benjamin Elliott, infant, 117 Granville Avenue, Annapolis, Maryland, commanding him to appear in this Court on same certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein.

AND AS IN DUTY BOUND, ETC.

Trustees

Solicitors for Trustees

I, HARRY W. ELLIOTT, of Eastport, Anne Arundel County, Maryland, hereby revoking all former wills and codicils made by me, do make publish, and declare this as and for my last Will and Testament.

After payment of all my just debts and funeral expenses, I hereby give, devise, and bequeath all my property of whatever kind whether real, personal or mixed, unto my wife, Emma Elliott, for the term of her natural life, with remainder unto my children, share and share alike, and if any of my children shall die before me I hereby direct that the share of such said child or children shall descend unto his or her child or children share and share alike.

And I hereby appoint William Elliott and Louis M. Strauss to be my executors under this my last will and testament, and hereby excuse them from giving bond.

AS WITNESS WHEREOF, I have hereunto set my hand and seal this - day of March, 1942.

H. W. Elliott (SEAL)

Signed, sealed, published and declared by the above named testator as and for his last will and testament in the presence of us who at his request in his presence and the presence of each other, have hereunto subscribed our names as witnesses.

Benj.P. Elliott

Helen L. Elliott

Examined & Ch'd

Exhibit A.

Filed 19 Jan., 1955.

4

ANNE ARUNDEL COUNTY, SS:

On the 17th day of November, 1942, came Benjamin P. Elliott and made Oath in due form of law, that he does not know of any Will or Codicil of Harry W. Elliott late of said County, deceased, other than the above instrument of writing, and that he received the same from among the deceased papers. "All Parties Notified "

Harry W. Elliott departed this life on the 11th day of November, 1942.

Sworn to before the subscriber,

Frank M. Bond Deputy Register of Wills for Anne Arundel County

ANNE ARUNDEL COUNTY ::

On the 17th day of November, 1942, came Benjamin P. Elliott one of the witnesses , subscribing witnesses to the aforegoing last Will and Testament of Harry W. Elliott late of said County, deceased, and made oath in due form of law, that he did see the Testator Harry W. Elliott sign and seal this Will; that he heard him publish , pronounce and declare the same to be his last Will and Testament, that at the time of his so doing he was, to the best of his apprehension , of sound and disposing mind, memory and understanding; and that he together with Helen L. Elliott subscribed their names as witnesses to this Will in his presence, at his request and in the presence of each other.

Sworn to before the subscriber,

Frank M. Bond Deputy Register of Wills for Anne Arundel County.

Anne Arundel County,:

On the 17th day of November, A.D. 1942, personally appeared Benjamin P. Elliott and William L. Elliott who on oath says that they are well acquainted with Helen L. Elliott and that affiants knows her handwriting, having often seen her write; that after examining the signature of Helen L. Elliott on the paper writing purporting to be the last Will and Testament of Harry W. Elliott deceased, late of Anne Arundel County, Maryland, affiant declares the same to be in the handwriting of said Helen L. Elliott and it is well known to affiants that s said - cannot be reached at this time.

Sworn to and subscribed before me on the day and year aforesaid.

Frank M. Bond Register of Wills for Anne Arundel Count, Deputy.

5

In the Orphans' Court of Anne Arundel County:

The Court after having carefully examined the above last Will and Testament of Harry W. Elliott, late of said County, deceased, ~~together with the codicil thereto attached~~ and also the evidence adduced as to its validity, orders and decrees this ~~17th~~ day of ~~November~~, 19~~42~~, that the same be admitted in this Court as the true and genuine last Will and Testament ~~and Codicil~~ of the said Harry W. Elliott, deceased.

JUDGES Maynard Carr
Owain E. Owens
William B. Elliott

6

STATE OF MARYLAND

Anne Arundel County

I, H. STANLEY CLARK, 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 Harry W. Elliott *late of said County deceased* together with the proof and probate thereof *taken from* the original being one of the records filed, recorded and *Kept in the office of Register of Wills for Anne Arundel County.*

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix the seal of said Court this 17th *day of* January *in the year of our Lord, nineteen hundred and fifty-five.*

H. Stanley Clark

Register of Wills for Anne Arundel County

7

THIS DEED, made this 27th day of May, 1954, by and between Viola E. Hall and Harrell W. Hall, her husband, William L. Elliott and Helen F. Elliott, his wife, Doris Elliott, Widow, Donald Leroy Elliott and Mary Elliott, his wife, Phillip K. Elliott, single, Nancy Lou Elliott, single, Harry F. Elliott and Norma F. Elliott, his wife, and Marcia Elliott, single, parties of the first part, hereinafter referred to as "GRANTORS"; and Louis M. Strauss and Marvin I. Anderson, Trustees, as hereinafter set forth, of the second part, hereinafter referred to as "GRANTEES".

Whereas, Harry W. Elliott departed this life and by his Last Will and Testament devised his property to Emma L. Elliott, his wife, as life tenant and upon her death to William L. Elliott, Benjamin P. Elliott, Harry F. Elliott, Viola E. Hall and Marcia Elliott, and

Whereas, the said Emma L. Elliott, life tenant, has since departed this life thus vesting the fee simple title in and unto the aforementioned remaindermen, and

Whereas, the said Benjamin P. Elliott departed his life during the month of April, 1954, intestate, and left surviving him as his sole heirs at law, a wife, Doris Elliott, and an infant son, Loren Elliott, and a son, Donald Elliott who intermarried with one Mary Elliott, a son Phillip K. Elliott, single, a daughter, Nancy Lou Elliott, single, all of legal age except Loren Elliott whose age is 9 years.

Whereas, the hereinafter described properties are and constitute a part of said devised property, and

Whereas, the parties of the first part have agreed to a sale of the hereinafter described properties, and for the remaining balance from the proceeds derived therefrom to be divided equally, one-fifth to William L. Elliott, one-fifth to Harry F. Elliott, one-fifth to Marcia Elliott, one-fifth to Viola Hall and one-fifth to the Heirs of Benjamin P. Elliott, according to the Laws of descent of the State of Maryland, and

Whereas, the said legatees and devisees of said property now hold the hereinafter described property as tenants-in-common and are desirous of partitioning said property as aforesaid.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the premises and the sum of Ten Dollars ($10.00), the parties of the first part do

Exhibit B. Filed 19 Jan., 1955.

hereby grant and convey unto the said Louis M. Strauss and Marvin I. Anderson, Trustees, their successors and assigns, in fee simple, the following described property situate, lying and being in the Sixth Election District and the Second Election District of Anne Arundel County aforesaid, in special trust and confidence, nevertheless, that they make sale thereof in accordance with the terms hereinafter specified:

Parcel 1. All that tract of land in the Second Election District and partly in the Sixth Election District of Anne Arundel County, containing 31-3/4 acres of land, ,ore or less, as described in a deed from Henry A. Scibels, bachelor, to Harry W. Elliott, dated August 15th, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 45, folio 468.

Parcel 2: All that lot of ground in the Sixth Election District of Anne Arundel County, and improvements known as 19 Thompson Street, in the City of Annapolis, being designated as Lot No. 16 and 10 ft. of Lot No. 18, as described in a deed dated April 16th, 1932, from Garnard E. Day and Pearl V. Day, his wife, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 399.

Parcel No. 3: All that lot of ground lying near Horn Point, in the Village of Eastport, City of Annapolis, on the northeast side of Riverview Avenue, fronting 50.51 ft. on the northeast side of said Avenue, as described in a deed dated January 19th, 1935, from First Mortgage Bond Homestead Association, Incorporated, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 137, folio 200.

Parcel No. 4: All that lot of ground and improvements at Horn Point, in the City of Annapolis, designated as Lot No. 33 on Plat "B" of Horn Point, as described in a deed dated November 5th, 1934, from First Mortgage Bond Homestead Association, Incorporated, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 132, folio 574.

Parcel No. 5: All those lots of ground lying and being on Horn Point, in the City of Annapolis, designated as Lots No. 32 and 34, Plat "B", as shown on a Plat of Horn Point, as described in a deed dated June 27th, 1936, from William M. Maloy, Receiver, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 152, folio 69.

DEED PREPARED WITHOUT TITLE EXAMINATION LOUIS M. STRAUSS, ATTY.

Parcel No. 6: All that lot of ground on the southwest side of Spa View Avenue, designated as 131 Spa View Avenue, situate in the City of Annapolis, State of Maryland, more particularly described in a deed dated December 19th, 1933, from Samuel S. Shriver and Gertrude C. Shriver, his wife, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 113, folio 445.

Parcel No. 7: All that tract of land containing 1.65 acres of land, more or less, on Chinquapin Round Road, in the Second Election District and partly in the Sixth Election District of Anne Arundel County, State of Maryland, described in a deed dated October 22nd, 1934, from Charles F. Lee, Trustee, et al to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130, folio 554.

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 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 Louis M. Strauss and Marvin I. Anderson, Trustees, their successors and assigns, in fee simple, in special trust and confidence, nevertheless, that they make sale thereof in manner following:

To sell the same at public or private sale; and if at private sale, for the best price obtainable, but for no less for each of the parcels herein described than the amounts designated as follows:

Parcel No. 1 - $ 20,000

Parcel No. 2 - $ 20,000

Parcel No. 3)
Parcel No. 4) $ 52,000
Parcel No. 5)

Parcel No. 6 - $ 20,000

Parcel No. 7 - $ 1,000

and if at public sale, in the manner following:

They shall first advertise said property in some newspaper printed in Anne Arundel County once a week for three successive weeks prior to the day of sale and in such other newspapers as the Trustees may deem expedient; and they shall sell said property to the highest bidder therefor, and the said Trustees shall then grant and convey to the purchaser or purchasers thereof, his, her or their heirs or assigns, an absolute deed, free, clear and discharged of all claims of any creditors, without any such purchaser or purchasers being bound to see to the application of the purchase money; and after making the said sale and receiving the purchase price, the said Trustees shall pay all the expenses connected with the said sale, including a commission of five percent (5%) of the purchase price to the said Trustees for making the said sale and a counsel fee of Two Hundred Fifty Dollars ($250.00) to each of said Trustees, and the balance of the said money shall be divided equally, one-fifth to William L. Elliott, one-fifth to Harry F. Elliott, one-fifth to Marcia Elliott, one-fifth to Viola Hall and one-fifth to the Heirs of Benjamin P. Elliott, according to the Laws of descent of the State of Maryland.

And the said parties of the first part hereby covenant that they will Warrant Specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of said Grantors.

Witness:

W. L. Elliott as to both

Witness as to Wm. L. Elliott
Louis M Strauss
Louis M STRAUSS

Viola E. Hall (SEAL)
Viola E. Hall

Harrell W. Hall (SEAL)
Harrell W. Hall

William L. Elliott (SEAL)
William L. Elliott

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Witness:

W. L. Elliott — Helen F. Elliott (SEAL)

W. L. Elliott — Doris Elliott (SEAL)

W. L. Elliott — Donald Leroy Elliott (SEAL)

W. L. Elliott — Mary Elliott (SEAL)

W. L. Elliott — Phillip K. Elliott (SEAL)

W. L. Elliott — Nancy Lou Elliott (SEAL)

Harry F. Elliott (SEAL)

Mildred F. Bean — Norma F. Elliott (SEAL)

W. L. Elliott — Marcia Elliott (SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Viola E. Hall, Harrell W. Hall, her husband, William L. Elliott and Helen F. Elliott, his wife, and Doris Elliott, Widow, and each did acknowledge the aforegoing deed to be their act and deed.

Witness my hand and Notarial Seal.

MILDRED F. BEAN NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Mildred F. Bean - Notary Public

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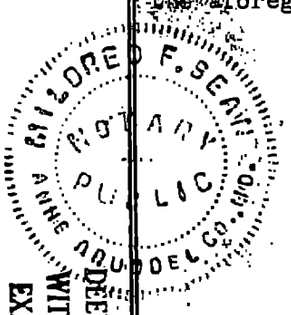
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Donald Leroy Elliott and Mary Elliott, his wife, Phillip K. Elliott, single, Nancy Lou Elliott, single, and each did acknowledge the aforegoing deed to be their act and deed.

Witness my hand and Notarial Seal.



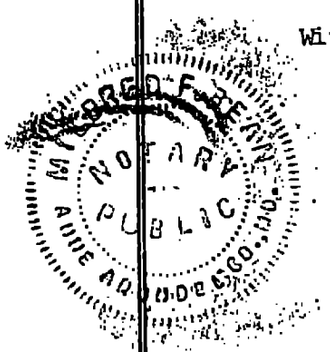
Mildred F. Bean
Mildred F. Bean - Notary Public

WITHOUT TITLE EXAMINATION
DEED PREPARED
LOUIS M. STRAUSS, ATTY.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 27th day of May, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Harry F. Wlliott and Norma F. Elliott, his wife, and Marcia Elliott, single, and each did acknowledge the aforegoing deed to be their act and deed.

Witness my hand and Notarial seal.



Mildred F. Bean
Mildred F. Bean - Notary Public

Recorded- 27th May, 1954, at 2:50 P.M.

13

JOSEPH H. GRISCOM, Sr., Treas.
TAXES
PAID TO
DEC. 31, 1954

LIBER 94 PAGE 522

William L. Elliott, et al

To

Louis M. Strauss and
Marvin I. Anderson, Trustees

8 Parcels of ground and improvements, in the Sixth and Second Election Districts of Anne Arundel County.

Received for Record 27 Day of May 1955 at 2:50 P.M. and the same day recorded in Liber G.H.H., No. 834 Folio 295, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

Pd. 7.50

LOUIS M. STRAUSS
ATTORNEY-AT-LAW
ANNAPOLIS, MD.

LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees	:	NO. 11,239 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
LOREN BENJAMIN ELLIOTT, infant	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Complainants in the above cause respectfully shows:

That Loren Benjamin Elliott, infant and defendant in said cause, has been duly returned summoned, but being an infant cannot answer and defend the suit for himself and has no guardian within the jurisdiction of this Court to answer and defend the suit for him.

Your Petitioners, therefore, pray your Honors to appoint a guardian ad litem to appear and answer for said infant.

And as in duty bound, etc.

Marvin I. Anderson

Louis M. Strauss

Solicitors and Trustees

Filed 31 Jan., 1955

ORDER OF COURT

ORDERED this 31st day of January, 1955, by the Circuit Court for Anne Arundel County in Equity, upon the aforegoing Petition, that Myrtle Sturm be and she is hereby appointed Guardian Ad Litem to appear and answer for Loren Benjamin Elliott, infant defendant in the above case.

Benjamin Michaelson

JUDGE

Filed 31 Jan., 1955

LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees	:	NO. 11,239 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
LOREN BENJAMIN ELLIOTT, infant	:	FOR
	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Loren Benjamin Elliott, infant, by Myrtle Sturm, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Louis M. Strauss and Marvin I. Anderson, Trustees, against him in this Court exhibited.

This Defendant being an infant cannot admit any of the matters and things in said Bill alleged but submits his rights thereunder to the protection of this Court.

And as in duty bound, etc.

Myrtle Sturm

Myrtle Sturm
Guardian Ad Litem

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Filed 3 Feb., 1955.

LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
LOREN BENJAMIN ELLICTT, Infant:		NO. 11,239 EQUITY

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

TESTIMCNY ON BEHALF OF PETITIONERS

March 3, 1955

Present:

Mr. Louis M. Strauss, Solicitor for Trustees

Mr. Marvin I. Anderson, Solicitor for Trustees

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

William L. Elliott, pages 2,3,4,5

William H. Riley, Jr., pages6,7

Carl Thomas, pages 7,8/

Filed 14 Mar. 1955

17

Mr. Strauss:

"We would like to offer Complainant's Exhibit "A" filed in this case, the Last Will and Testament of Harry W. Elliott, as Examiner's Exhibit 1."

(LAST WILL AND TESTAMENT FILED HEREWITH MARKED EXAMINER'S EX.1)

"We would like to offer Complainant's Exhibit "B", which is a deed dated May 27th, 1954 from Viola E. Hall et al to Louis M. Strauss and Marvin I. Anderson, Trustees, recorded among the land records in Anne Arundel County Liber J.H.H. 834 folio 595, as Examiner's Exhibit 2."

(DEED FILED HEREWITH MARKED EXAMINER'S EX.2)

"And we would like to offer Complainant's Exhibit No.3, a deed dated February 25th, 1955 which is unrecorded at this time, to be recorded and re-filed in these proceedings, which said deed is an original deed to be filed in these proceedings, from Lorraine Rorex and Sam Rorex, her husband, to Marvin I. Anderson and Louis M. Strauss, Trustees, as Examiner's Exhibit No.3."

(DEED FILED HEREWITH MARKED EXAMINER'S EX.3)

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

(Mr. Strauss)

1. Give your name and address.

A. William L. Elliott, 1603 West Street, Annapolis, Maryland.

2. Mr. Elliott, were you related to the late Harry W. Elliott?

A. Yes, he was my father.

3. And he died when?

A. The 14th day of November, 1942.

4. And at the time he died he left a Last Will and Testament?

A. That's right.

5. Did he own real estate in Anne Arundel County at the time of his death?

A. That's right.

6. And in the Will that has been offered in this case, he left property to your mother for the term of her natural life, is that right?

A. That's right.

7. And the balance to be devised among her surviving children?

A. That's right.

8. Did your mother survive your father?

A. That's right.

9. And at the time he died he left your mother and what heirs?

A. Harry F. Elliott, Benjamin P. Elliott, William L. Elliott, Marcia Elliott, and Viola E. Hall.

10. And those children at the time of your father's death were over 21?

A. That's right.

11. When did your mother die?

A. A year after my father's death, it might have been a little more than a year.

12. And at the time she died were the same children living that you just enumerated?

A. That's right.

13. Then under the terms of this Will did you divide certain properties that your father died seized and possessed of by agreement?

A. That's right.

14. And what property remains now that remains undivided?

A. 521 Beach Avenue, Eastport; 523 Beach Avenue, Eastport; 19 Thompson St., Annapolis; 31 3/4 acres on Forest Drive, Annapolis; 1.65 acre adjoining Fairfax Road and off Forest Drive; and 131 Spa View Avenue, Annapolis; and a lot of ground on Riverview Avenue, Horn Point, Eastport.

15. Is that the same property described in a deed from Viola E. Hall et al and dated May 27th, 1954 to Marvin I. Anderson and Louis M. Strauss, Trustees?

A. That's right.

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16. Is that also the same property described in a deed dated February 25th, 1955, from Lorraine Rorex and Sam Rorex, her husband, to Marvin I. Anderson and Louis M. Strauss, Trustees?

A. That's right.

17. And they are the undivided properties?

A. That's right.

18. Now, are all of the children that survived your father and mother, that you mention at this time, living?

A. All except Benjamin P. Elliott.

19. When did he die?

A. April 24th, 1954.

20. And he left surviving him, who?

A. Doris Elliott, his wife; Loren Elliott, an infant son; Donald Elliott, son; Philip K. Elliott, a son; and Nancy Lou Elliott, daughter.

21. Now, are Benjamin's wife and children all adults?

A. All except Loren.

22. And they were all of age at the time of Benjamin's death except Loren?

A. Yes.

23. Did Benjamin P. Elliott leave a Will?

A. No.

24. He died intestate?

A. Yes.

25. Now, Mr. Elliott, what has been done with these properties you have mentioned and are referred to in these deeds?

A. We didn't divide them because they were harder to divide than the others.

26. What did you do?

A. We rented them out, and lost money on them since we rented them.

27. Did you convey them to Mr. Marvin I. Anderson and Louis M. Strauss to try to sell at public sale?

A. Yes, and couldn't sell them.

20

28. Can they be divided in kind without injury to the heirs involved in this case?

A. No, we can't divide them.

29. What, in your opinion, is the best thing to do with the properties?

A. Sell them.

30. Is it to the best advantage and interest to all the heirs including the infant, Loren Elliott,to sell the property?

A. Yes, to sell them and divide the money.

31. I hand you a summary of statement prepared by Mr. Hall doing the bookkeeping for the year 1954 in which shows the summary of H. W. Elliott estate for 1954, does this represent a true picture of receipts and expenditures?

A. A complete picture.

32. And that shows a decrease in the estate for the year 1954 of $3,529.96.

A. That's right.

33. And is that the reason why this property should be disposed of at this time?

A. That's right.

(SUMMARY OF H. W. ELLIOTT ESTATE FOR 1954 FILED HEREWITH MARKED EXAMINER'S EX.4)

(Mr. Klawans)

1. Why can't the property be divided?

A. We can't divide the property because certain parts are worth more than other parts.

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

William L. Elliott

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

(Mr. Anderson)

1. Give your name and address and occupation.

A. William H. Riley, Jr., Linthicum Heights, Maryland, Supervisor of Assessments for Anne Arundel County.

2. Have you made an appraisal of the prope rty in the Elliott estate?

A. Yes.

3. I hand you a copy of the appraisal signed by you and Mr. Carl Thomas, is that right?

A. Yes sir.

4. Did you and Mr. Thomas make that appraisal?

A. Yes sir.

(APPRAISAL OF ELLIOTT ESTATE FILED HEREWITH MARKED EXAMINER'S EX.5)

5. At the time you made this appraisal what did you take into consideration.

A. I took into consideration the rental of the property, location and the market value.

6. Now, having examined the property and knowing the number of people involved in this case, in your opinion, is the property susceptible of a division in kind among the various heirs?

A. No.

7: In view of the fact that one of the interested parties is an infant, what is the best thing to do with the property?

A. Sold and the proceeds divided among the heirs.

8. Then in your opinion, it would be to the best interest and advantage to all of the parties as well as the infant to sell the property and divide the proceeds?

A. Yes, if it can't be divided equally.

9. Take the unimproved property of 31 3/4 acres, what would be your opinion as to the best thing to do with that un-

developed land?

A. Sell it as a whole for a sub-division and development rather than to divide it into a number of small lots.

10. And of course the houses couldn't be divided equally?

A. No.

11. In your opinion, is the appraisal stated in this Examiner's exhibit No.5 representative of the fair market value of each of those properties?

A. In my opinion, it is.

(Mr. Klawans)

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

William H. Riley, Jr.

Carl Thomas, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your name and address, and occupation.

2. Carl Thomas, Rugby Hall, Arnold, Maryland, 16 years experience in real estate business in Anne Arundel County as broker and appraiser.

2. Are you familiar with values of real estate in and around Annapolis?

A. Yes sir.

3. Are you familiar with the heirs of the Harry W. Elliott estate as outlined in the Bill of Complaint and by William L. Elliott?

A. Yes.

4. Have you made an appraisal of this property?

A. I have inspected each piece of property and appraised the same.

5. And this schedule referred to, marked Examiner's exhibit No. 5, is that your appraisal of the property in conjunction with Mr. Riley?

A. That is the original copy of our appraisal made jointly.

6. Do you believe the prices indicated on there to be the value of the properties?

A. Yes sir.

7. In your opinion, can that property be divided in kind among the parties without loss or injury to the interested parties?

A. It cannot be divided; you have several parcels of property and there would be no conceivable way, in my opinion, to divide them among all the heirs.

8. Take the 31 3/4 acres described as parcel "A" in the appraisal, what, in your opinion, is the best thing to do with that tract of ground?

A. There is really only one thing to do, sell it as a single unit for development purposes.

9. And taking into consideration that one of the heirs due an interest in the property is an infant, what, in your opinion, is the best thing to do with this property?

A. The only thing that should be done, in my opinion, is to sell all of the property and divide the proceeds among the heirs. There are 7 parcels of property and only 4 will produce income and if you would average the income of those 4 against the total value of the 7 properties you would find the percentage rate is so low that it is ridiculous to keep going that way, that is my opinion.

(Mr. Klawans)

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

Carl Thomas

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

Witness my hand and seal this 14th day of March, 1955.

Examiner (SEAL)

E.K. $10.00

I.H. $8.00 3/7/55

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THIS DEED, made this 25th day of February, 1955, by and between Lorraine Rorex and Sam Rorex, her husband, parties of the first part, and Marvin I. Anderson and Louis M. Strauss, Trustees, as hereinafter set forth, of the second part, hereinafter referred to as "Grantees".

Whereas, Harry W. Elliott departed this life and by his Last Will and Testament devised his property to Emma L. Elliott, his wife, as life tenant and upon her death to William L. Elliott, Benjamin P. Elliott, Harry F. Elliott, Viola E. Hall and Marcia Elliott, and

Whereas, the said Emma L. Elliott, life tenant, has since departed this life thus vesting the fee simple title in and unto the aforementioned remaindermen, and

Whereas, the said Benjamin P. Elliott departed his life during the month of April, 1954, intestate, and left surviving him as his sole heir at law, a wife, Doris Elliott, and an infant son, Loren Elliott, and a son, Donald Elliott who intermarried with one Mary Elliott, a son, Phillip K. Elliott, single, a daughter, Nancy Lou Elliott, single, all of legal age except Loren Elliott whose age is 9 years.

Whereas, the hereinafter described properties are and constitute a part of said devised property, and

Whereas, the parties of the first part have agreed to a sale of the hereinafter described properties, and for the remaining balance from the proceeds derived therefrom to be divided equally, one-fifth to William L. Elliott, one-fifth to Harry F. Elliott, one-fifth to Marcia Elliott, one-fifth to Viola Hall and one-fifth to the Heirs of Benjamin P. Elliott, according to the Laws of descent of the State of Maryland, and

Whereas, the said legatees and devisees of said property now hold the hereinafter described property as tenants-in-common and are desirous of partitioning said property as aforesaid, and

Whereas, Harrell W. Hall, Viola M. Hall, this wife, William L. Elliott and Helen F. Elliott, his wife, Doris Elliott, Widow, Donald Leroy Elliott and Mary Elliott, his wife, Phillip K. Elliott, single, Nancy Lou Elliott, single, Harry F. Elliott and Norma F. Elliott, his wife, and Marcia Elliott, single, conveyed the hereinafter described property to Louis M. Strauss, Trustee, and Marvin I. Anderson, Trustee, by deed dated May 27th, 1954, and recorded among

Examiner's Sale 3

the Land Records of Anne Arundel County in Liber J.H.H. No. 834, folio 595, for the purpose of making sale as therein described, and

Whereas, the Grantors in the aforesaid deed, William L. Elliott and Helen F. Elliott, his wife, by reason of a straw conveyance to Louis M. Strauss, Trustee, and by reason of a deed from Louis M. Strauss, Trustee, thereafter conveyed a beneficial interest in and to respective interest of the hereinafter described properties to Lorraine Rorex, their daughter, which said deed is dated April 12, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 518, folio 194, and

Whereas, to complete the conveyance as set forth in the aforegoing deed under date of May 27, 1954, to Louis M. Strauss and Marvin I. Anderson, Trustees, and to grant unto them full and complete title to and unto the hereinafter described property as Trustees, to make sale as therein set forth or by and through the jurisdiction of the Circuit Court for Anne Arundel County, the said Lorraine Rorex and Sam Rorex, her husband, executes this deed.

NOW, THEREFORE, THIS DEED WITNESSETH, That in consideration of the premises and the sum of Five Dollars ($5.00), the parties of the first part do hereby grant and convey unto the said Marvin I. Anderson and Louis M. Strauss, Trustees, their successors and assigns, in fee simple, parcels 1, 2, 3, 4, 5, 6 and 7, all their right, title and interest to and unto the seven parcels of ground described as Parcels, 1, 2, 3, 4, 5, 6 and 7 in a deed dated May 27th, 1954, between Viola E. Hall, et al to Louis M. Strauss and Marvin I. Anderson, Trustees, as recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 834, folio 595.

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 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 Marvin I. Anderson and Louis M. Strauss, Trustees, their successors and assigns, in fee simple, to make sale in public or private sale or by and through the jurisdiction of the Circuit Court for Anne Arundel County, Maryland.

To sell the same at public or private sale; and if at private sale, for the best price obtainable, or by and through the jurisdiction of the Circuit Court for Anne Arundel County, Maryland.

They shall first advertise said property in some newspaper printed in Anne Arundel County once a week for three successive weeks prior to the day of sale and in such other newspapers as the Trustees may deem expedient; and they shall sell said property to the highest bidder therefor, and the said Trustees shall then grant and convey to the purchaser or purchasers thereof, his, her or their heirs or assigns, an absolute deed, free, clear and discharged of all claims of any creditors, without any such purchaser or purchasers being bound to see to the application of the purchase money; and after making the said sale and receiving the purchase price, the said Trustees shall pay all the expenses connected with the said sale, including a commission of five percent (5%) of the purchase price to the said Trustees for making the said sale and a counsel fee of Two Hundred Fifty Dollars ($250.00) to each of said Trustees, and the balance of the said money shall be divided equally, one-fifth to William L. Elliott, one-fifth to Harry F. Elliott, one-fifth to Marcia Elliott, one-fifth to Viola Hall and one-fifth to the Heirs of Benjamin P. Elliott, according to the Laws of descent of the State of Maryland.

And in the event the sale of this property is submitted to the jurisdiction of the Circuit Court for Anne Arundel County to be divided as aforesaid, said commissions and counsel fee shall be accounted for in said Court proceedings and the aforesaid division of the proceeds and money derived from the sale of said properties shall be divided as aforesaid.

And the said parties of the first part hereby covenant that they will Warrant Specially the property granted and that they will execute such further assurances of the same as may be requisite.

Witness the hands and seals of the said Grantors.

Witness:

W. L. Elliott
W. L. Elliott as to both

Lorraine Rorex (SEAL)
Lorraine Rorex

Sam Rorex (SEAL)
Sam Rorex

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 25th day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Lorraine Rorex and Sam Rorex, her husband, and each did acknowledge the aforegoing deed to be their act and deed.

Witness my hand and Notarial Seal.

Mildred F. Bean

Mildred F. Bean Notary Public

1954 - SUMMARY OF E. D. ELLIOTT ESTATE

Receipts	Expenditures	Balance on Hand		For the Month Increase	For the Month Decrease
		Br't fd. -Dec. 31, 1953 -	8302.86		
Jan. 773.51	420.01	Jan.31 '54 -	8656.36	353.50	
Feb. 770.00	1293.61	Feb.28 " -	8132.75		523.61
Mar. 560.00	3322.08	Mar.31 " -	5370.67		2762.08
Apr.1043.00	1527.72	Apr.30 " -	4885.95		484.72
May 665.00	1036.65	May 31 " -	4514.30		371.65
June 665.00	286.23	June30 " -	4893.07	378.77	
July 665.00	393.08	July31 " -	5164.99	271.92	
Aug. 665.00	356.68	Aug.31 " -	5473.31	308.32	
Sept.	1340.50	Sept30 " -	4132.81		1340.50
Oct.1340.00	1054.61	Oct.31 " -	4418.20	285.39	
Nov. 920.00	303.41	Nov.30 " -	5034.79	616.59	
Dec. 670.00	931.89	Dec.31 " -	4772.90		261.89
Total 8736.51	12,266.47			2214.49	5744.45
For the Year - 3529.96 Decrease				3529.96	Decrease

PAID TO HEIRS

	B.P.Elliott	D.D.Elliott	E.F.Elliott	M.A.Elliott	M.L.Elliott	Share L.V.Fail	Coll
Jan.	50.00		50.00	50.00	50.00	50.00	34.68
Feb.	50.00		50.00	50.00	50.00	50.00	38.50
Mar.	250.00		250.00	250.00	250.00	250.00	28.00
Apr.		50.00	50.00	50.00	50.00	50.00	33.25
May		50.00	50.00	50.00	50.00	50.00	33.25
June		50.00	50.00	50.00	50.00	50.00	33.25
July		50.00	50.00	50.00	50.00	50.00	33.25
Aug.		50.00	50.00	50.00	50.00	50.00	33.25
Sept.		50.00	50.00	50.00	50.00	50.00	33.25
Oct.		50.00	50.00	50.00	50.00	50.00	33.25
Nov.		50.00	50.00	50.00	50.00	50.00	46.00
Dec.		50.00	50.00	50.00	50.00	50.00	33.25
	350.00	450.00	800.00	800.00	800.00	800.00	413.18

Examiner's Exh- 4
E /Clavans
Examiner

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PROPERTIES APPRAISED

Estate of Benjamin P. Elliott

A. Thirty one and three quarters acres, more or less, of farm and development land, Barn and tenant house, ideally suited for Lot or commercial Development on Forrest Drive, partly in City of Annapolis, adjoining Fairfax, bounded with City Water mains of Annapolis City. We believe the fair value of this property is for land only at the rate of $750.00 per acre. The buildings are of such condition that we do not believe they add to the value of the land. Our opinion of value of this property is - - - - - -$23,800. ✓

B. One and Sixty five hundreds Acre lot (1.65 acre) adjoining Fairfax and off Forest Drive, formerly Chicquapin Road. This tract adjoins Fairfax and City conveniences and is ideally located for Home site or sites. We believe the fair value of this property to be $750. per acre or a total value of - - - - - - - - - - - - - - - - - $1,235. ✓

C. One Three-apartment Apartment House facing Chesapeake Bay - Severn River - Private Beach - fully rented - producing $2,340.00 per annum, beautiful view overlooking Chesapeake Bay and Severn River. Considering type of building, location and revenue we believe the fair value of this property known as No. 523 Beach Avenue, Horn Point, Annapolis to be - - - - - - - - - - - - - - - - - $19,500.

D. One Three-apartment Apartment House fully rented, producing $2,820.00 per annum, facing Chesapeake Bay - Severn River, beautiful view and Private Beach. Considering type of building, location and revenue we believe the fair value of this property known as No. 521 Beach Avenue, Horn Point, Annapolis to be - - - - - - - - - - - - - $23,500.

E. One Lot on Riverview Avenue (Beach Avenue Horn Point, Annapolis, Maryland - 50.51ft. frontage, improved by a 3-car Garage - excellent building site. - - - $1,500. ✓

F. Murray Hill Section, Annapolis - No. 131 Spa View Avenue, Modern Home, Residential Section, facing Spa Creek and Spa View Avenue - 3 bedrooms, bath, Living Room, Dining Room - Sleeping Porch - Large Lot. Considering the location and type of property we believe the fair value of this property to be - - - - - - - - - - - - - - $15,000. ✓

G. No. 19 Thompson Street, Annapolis, Maryland, Modern Home Murray Hill Section, containing two complete apartments, producing an annual rent of $1,920.00 per annum. Considering both location and type of property we believe the fair value of this property to be - - - - - - - - - - - $16,000. ✓

ANNAPOLIS, MD.
February 13, 1955

William H. Riley Jr
WILLIAM H. RILEY JR

CARL S. THOMAS
Carl S. Thomas

Examiner's Exh. 5
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LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees	:	NO. 11,239 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
LOREN BENJAMIN ELLIOTT, Infant	:	FOR
	:	ANNE ARUNDEL COUNTY

SUBMISSION TO JURISDICTION OF THE COURT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Marvin I. Anderson and Louis M. Strauss, Trustees under deed dated May 27, 1954, from William L. Elliott, et al, respectfully shows:

1. That at the time the aforementioned deed was prepared and executed, the interest of Lorraine Rorex and Sam Rorex, her husband, was inadvertently omitted.

2. That since that time, the omission has been discovered and the said Lorraine Rorex and Sam Rorex, her husband, have executed a deed of Trust to the said Marvin I. Anderson and Louis M. Strauss, which said deed or a copy thereof has been filed with the testimony in the case.

WHEREFORE your petitioners submit the interest of Lorraine Rorex and Sam Rorex, her husband, to the jurisdiction of the Court and pray for the same relief as set forth in the original Bill of Complaint filed herein.

Marvin I. Anderson

Louis M. Strauss

Trustees under Deed of Trust
from Lorraine Rorex and
Sam Rorex, her husband

Filed 21 Mar. 1955

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LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees	:	NO. 11,239 EQUITY
vs.	:	IN THE
LOREN BENJAMIN ELLIOTT, Infant	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

: : : : :

D E C R E E

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

It is thereupon this 21st day of March, 1955, by the undersigned, one of the Judges of this Court and by authority of this Court, adjudged, ordered and decreed that the real estate mentioned in these proceedings be sold; that Marvin I. Anderson and Louis M. Strauss 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 One Hundred Thousand Dollars, conditioned for the faithful performance of the trust reposed in them by this decree, or which may be reposed in them by any future order or decree in the premises; they shall then proceed to make the said sale, having first given at least three weeks previous notice inserted in some newspaper published in Anne Arundel County and such other notice as they may think proper of the time, place, manner and terms of sale, which terms shall be as follows:

One-third of the purchase money of each parcel sold is to be paid in cash on the day of sale, and the balance is to be paid on the final ratification of such sale by this Court, or all cash at

Filed 21 Mar. 1955

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

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

And the said Trustees shall bring into this Court the money arising from such sale or sales, and the bonds which may be taken for the same, to be disposed of under the direction of this Court, after deducting therefrom the costs of this suit, and such attorneys' fees and 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 this trust.

Benjamin Richardson
JUDGE

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LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees	:	NO. 11,239 EQUITY
vs.	:	IN THE
LOREN BENJAMIN ELLIOTT, Infant	:	CIRCUIT COURT
	:	FOR
	:	ANNE ARUNDEL COUNTY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Louis M. Strauss and Marvin I. Anderson, of Annapolis, Anne Arundel County, Maryland, as principals, and the NATIONAL SURETY CORPORATION, a body corporate, duly incorporated under the Laws of the State of New York are held and firmly bound unto the State of Maryland, in the full and just sum of One Hundred Thousand ($100,000.00) Dollars to be paid to the said State or its certain attorneys, to which payment well and truly to be made, we bind ourselves and each of us, our and each of our respective Heirs, Executors, Administrators, Successors and Assigns, jointly and severally, firmly by these presents. Sealed with our seals and dated this 24th day of March in the year of our Lord one thousand and nine hundred and fifty-five.

WHEREAS, the above bounden Louis M. Strauss and Marvin I. Anderson were appointed Trustees by virtue of a Decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated March 21, 1955, to make sale of the property mentioned in the proceedings in the case of Louis M. Strauss and Marvin I. Anderson, Trustees vs. Loren Benjamin Elliott, Infant, known as No. 11,239 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden Louis M. Strauss and Marvin I. Anderson do and shall well and faithfully perform the trust reposed in them by said

Approved This 30 Mar. 1955.
John H. Hopkins, 3rd. Clerk

Filed 30 March 1955.

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

Signed, Sealed & delivered
in the presence of

Catherine N. Botts

Marvin J. Anderson (SEAL)

Louis M. Strauss (SEAL)

WITNESS AS TO SURETY

Rose M. Bausch

Rose M. Bausch

NATIONAL SURETY CORPORATION

BY H. Cookman Hinder

Attorney-in-fact
H.Cookman Hinder

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LIBER 94 PAGE 545

NATIONAL SURETY CORPORATION

New York

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N. Y., hath made, constituted and appointed, and does by these presents make, constitute and appoint H. COOKMAN HINDES

of BALTIMORE and State of MARYLAND

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver ANY AND ALL BONDS, RECOGNIZANCES, CONTRACTS, AGREEMENTS OF INDEMNITY AND OTHER CONDITIONAL OR OBLIGATORY UNDERTAKINGS; - - -

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the By-laws of NATIONAL SURETY CORPORATION:

"ARTICLE XII. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.

"Section 1.—The Chairman, President or any Vice-President may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the corporation and the Chairman, President, or any Vice-President, the Board of Directors or the Executive Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary and Attorney-in-Fact, and also remove them from office. (Adopted April 28, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 1.—The President, Executive Vice-President or any Vice-President may, from time to time, appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and the President, Executive Vice-President or any Vice-President, the Board of Directors or the Executive and Finance Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-Fact, and also remove any of them from office. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the Chairman or the President and sealed and attested by the Secretary. (Adopted April 29, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended May 25, 1933. Applies to all powers of attorney executed prior to July 30, 1935).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by the President and sealed and attested by the Secretary. (As amended July 30, 1935. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to a copy of the By-laws of the Corporation or any Article or Section thereof. (Adopted April 28, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the corporation or any Article or Section thereof. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 7.—Attorneys-in-Fact—Verifications.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts, agreements of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended April 27, 1943. Applies to all powers of attorney executed prior to June 27, 1944).

"Section 7.—Attorneys-in-Fact—Verifications—Certifications.—Attorneys-in-Fact are hereby authorized to verify, by affidavit or otherwise, the authority to execute bonds, recognizances, contracts, agreements of indemnity, and other conditional or obligatory undertakings; and to certify, by affidavit or otherwise, as to the inspection or examination of assets of the estates, where the fiduciary responsible for such assets is bonded by the Corporation; and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended June 27, 1944. Applies to all powers of attorney executed on or after that date).

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 6TH day of MARCH A.D., 1952

NATIONAL SURETY CORPORATION

(Seal)

By S. G. DRAKE
Vice President

ATTEST: A. N. MacDOUGALL
Assistant Secretary

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.: LIBER 94 PAGE 546

On this 6TH day of MARCH A.D., 19 52.

before me personally came S. G. DRAKE, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said S. G. DRAKE further said that he is acquainted with A. N. MacDOUGALL and knows him to be an Assistant Secretary of said Corporation; and that he executed the above instrument.

(Notarial seal affixed) ELIZABETH C. KING
Notary Public

STATE OF MARYLAND
COUNTY OF CITY BALTIMORE } ss.:

I, MARY E. JOHNSON, Resident Assistant Secretary and Attorney-in-Fact of NATIONAL SURETY CORPORATION, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney (including applicable By-law sections), executed by said NATIONAL SURETY CORPORATION, which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of BALTIMORE, MD. this 29th day March A.D. 19 55

Mary E. Johnson
Resident Assistant Secretary and Attorney-in-Fact

NATIONAL SURETY CORPORATION *New York*

INVISIBLE ARMOR

GENERAL
POWER OF ATTORNEY

—TO—

ON

DATE 19

F. 2014

LOUIS M. STRAUSS MARVIN I. ANDERSON, TRUSTEES	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
LOREN BENJAMIN ELLIOTT, infant, et al	:	No. 11,239 EQUITY

: : : : :

CERTIFICATE OF PUBLICATION

TRUSTEES' SALE

OF IMPROVED AND UNIMPROVED REAL ESTATE

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, No. 11,239 Equity, passed in a cause in said Court pending, entitled "Louis M. Strauss and Marvin I. Anderson, Trustees, vs. Loren Boujamin Elliott, Infant," the undersigned Trustees will sell at Public Auction at the Court House Door in the City of Annapolis, Maryland on

MONDAY, MAY 16TH, 1955,

AT 10:00 O'CLOCK A. M.

A. All that tract of ground containing 81¼ acres, more or less, which is described by metes and bounds in a deed from Henry A. Siebels, single, to Harry W. Elliott, dated August 5, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 45 folio 408. Improved by old barn and house. Said property lies partly in the City of Annapolis and Anne Arundel County, and on Forest Drive approximately 700 feet. Water and sewer are available. Ideal for farming or development.

B. All that tract of ground containing 1.65 acres, more or less, which is described in a deed dated October 22, 1934 from Charles F. Lee, Trustee, et al, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 130 folio 554. Located on road leading from Forest Drive to the Dickoff property and near the property described as parcel "A". Good house site.

C. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lot No. 33, and being the property described in a deed dated November 5, 1934 from the First Mortgage Bond Homestead Association to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. 132 folio 574. Improved by a two-story apartment house fronting on Severn River, containing 3 apartments now rented on a month to month basis. Known as 523 Horn Point Drive (formerly known as Beach Avenue.

D. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lots 32 and 34, and being the property described in a deed dated June 27, 1950 from William M. Maloy, Receiver, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 152 folio 69. Improved by a two-story apartment house fronting, on Severn River, containing three apartments now rented on a month to month basis. Known as No. 521 Horn Point Drive (formerly known as Beach Avenue).

Saving and Excepting therefrom the major part of Lot No. 34 which was conveyed by Harry W. Elliott and Emma Louisa Elliott, his wife, to Elizabeth H. Duvall, by deed dated July 24, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 167 folio 211.

E. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lot No. 11, and being the same property which is described in a deed dated January 10,

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OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1955

We hereby certify, that the annexed

Trustees' Sale

Loren Benjamin Elliott, Infant

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 May, 1955. The first insertion being made the 21st day of April, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman.

Filed 19 May, 1955.

1935 from First Mortgage Bond Homesteed Association to Harry W. Elliott and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 137 folio 200. This lot fronts on Riverview Avenue 50.51 feet, more or less, and extends to Horn Point Drive (formerly known as Beach Avenue). Improved by a garage.

F. All that lot of ground in the City of Annapolis, which is described in a deed dated December 19th, 1933 from Samuel Shriver and wife to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 113 folio 445, having a frontage of 81.49 feet, more or less, on Spa View Avenue and running back to the shore line of Spa Creek with a frontage thereon of 84.46, more or less. Improved by a modern two-story home, now rented on a month to month basis. Consisting of three bedrooms, bath, living room, dining room, sleeping porch. Known as No. 131 Spa View Avenue.

G. All that lot of ground in the City of Annapolis known as No. 10 Thompson Street and fronting 40 feet, more or less, thereon. Being the same property which was conveyed to Harry W. Elliott by Garnard E. Day and Pearl V. Day, his wife, by deed dated April 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 98 folio 309. Improved by a modern 2-Story house, containing two apartments; each consisting of two bedrooms, living room, kitchen and bath; and each rented on a month to month basis.

Terms of Sale: One-third of the purchase money of each parcel to be paid in cash on the day of sale, and the balance is to be paid on the ratification of such sale or sales by the Court; or all cash at the option of the purchasers, deferred payments to bear interest from the day of sale. Taxes, rent and other public charges to be adjusted to day of sale.

LOUIS M. STRAUSS
MARVIN I. ANDERSON
Trustees, Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer. m-14

LOUIS M. STRAUSS
MARVIN I. ANDERSON, TRUSTEES

vs.

LOREN BENJAMIN ELLIOTT, infant, et al

: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: No. 11,239 EQUITY

: : : : :

CERTIFICATE OF PUBLICATION

Legal Notices

TRUSTEES' SALE

OF IMPROVED AND UNIMPROVED REAL ESTATE

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, No. 11,239 Equity, passed in a cause in said Court pending, entitled "Louis M. Strauss and Marvin I. Anderson, Trustees, vs. Loren Benjamin Elliott, Infant," the undersigned Trustees will sell at Public Auction at the Court House Door in the City of Annapolis, Maryland on

MONDAY, MAY 16TH, 1955,

AT 10:00 O'CLOCK A. M.

A. All that tract of ground containing 81¼ acres, more or less, which is described by metes and bounds in a deed from Henry A. Siebels, single, to Harry W. Elliott, dated August 5, 1932, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 45 folio 408. Improved by old barn and house. Said property lies partly in the City of Annapolis and Anne Arundel County, and on Forest Drive approximately 700 feet. Water and sewer are available. Ideal for farming or development.

B. All that tract of ground containing 1.65 acres, more or less, which is described in a deed dated October 22, 1934 from Charles F. Lee, Trustee, et al, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 130 folio 554. Located on road leading from Forest Drive to the Dickoff property and near the property described as parcel "A". Good house site.

C. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lot No. 33, and being the property described in a deed dated November 5, 1934 from the First Mortgage Bond Homestead Association to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. 132 folio 574. Improved by a two-story apartment house fronting on Severn River, containing 3 apartments now rented on a month to month basis. Known as 523 Horn Point Drive (formerly known as Beach Avenue.

D. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lots 32 and 34, and being the property described in a deed dated June 27, 1938 from William M. Maloy, Receiver, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 152 folio 69. Improved by a two-story apartment house fronting on Severn River, containing three apartments now rented on a month to month basis. Known as No. 521 Horn Point Drive (formerly known as Beach Avenue).

Saving and Excepting therefrom the major part of Lot No. 34 which was conveyed by Harry W. Elliott and Emma Louise Elliott, his wife, to

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 19, 1955

We hereby certify, that the annexed

Trustees' Sale

Loren Benjamin Elliott Infant.

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 May, 1955. The first insertion being made the 23rd day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 19 May 1955

Elizabeth H. Duvall, by deed dated July 24, 1937, and recorded among the Land Records of Anne Arundel County in Libor F. A. M. No. 107 folio 211.

E. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lot No. 11, and being the same property which is described in a deed dated January 19, 1935 from First Mortgage Band Homestead Association to Harry W. Elliott and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 137 folio 200. This lot fronts on Riverview Avenue 50.51 feet, more or less, and extends to Horn Point Drive (formerly known as Beach Avenue). Improved by a garage.

F. All that lot of ground in the City of Annapolis, which is described in a deed dated December 19th, 1933 from Samuel Shriver and wife to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 113 folio 445, having a frontage of 81.49 feet, more or less, on Spa View Avenue and running back to the share line of Spa Creek with a frontage thereon of 84.46, more or less. Improved by a modern two-story home, now rented on a month to month basis. Consisting of three bedrooms, bath, living room, dining room, sleeping porch. Known as No. 131 Spa View Avenue.

G. All that lot of ground in the City of Annapolis known as No. 19 Thompson Street and fronting 40 feet, more or less, thereon. Being the same property which was conveyed to Harry W. Elliott by Garnard E. Day and Pearl V. Day, his wife, by deed dated April 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96 folio 399. Improved by a modern 2-Story house, containing two apartments; each consisting of two bedrooms, living room, kitchen and bath; and each rented on a month to month basis.

Terms of Sale: One-third of the purchase money of each parcel to be paid in cash on the day of sale, and the balance is to be paid on the ratification of such sale or sales by the Court; or all cash at the option of the purchaser or purchasers, deferred payments to bear interest from the day of sale. Taxes, rent and other public charges to be adjusted to day of sale.

LOUIS M. STRAUSS
MARVIN L. ANDERSON
Trustees, Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer. m-14

LOUIS M. STRAUSS MARVIN I. ANDERSON, TRUSTEES	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
LOREN BENJAMIN ELLIOTT, infant, et al	:	No. 11,239 EQUITY

: : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin I. Anderson and Louis M. Strauss, Trustees, under a decree passed in these proceedings, dated the 21st day of March, 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 other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette and Evening Capital, newspapers published in Anne Arundel County, Maryland, for at least three (3) successive weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 16th day of May, 1955; at 10 o'clock A.M., then and there proceed to sell and did sell, the following properties mentioned in these proceedings at public sale, to the highest bidder, said properties being described as follows:

Parcel A: All that tract of ground containing 31-3/4 acres, more or less, which is described by metes and bounds in a deed from Henry A. Siebels, single, to Harry W. Elliott, dated August 5, 1922, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 45, folio 468, to and unto Bertram E. Spriggs, for the sum of Twenty Thousand Five Hundred Dollars ($20,500.00), he being the highest bidder therefor.

Parcel B: And your Trustees did further sell all that tract of land more particularly described as containing 1.65 acres, more or less, which is described in a deed dated October 22, 1934, from Charles F. Lee, Trustee, et al, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 130, folio 554, to and unto Bertram E. Spriggs, at and for the sum of One Thousand Five Hundred Dollars ($1,500.00), he being the highest bidder therefor.

Filed 19 May, 1955.

Parcel C: And your Trustees did offer Parcel C, described in this Court's Decree and in the Order of Publication filed herewith, but received no substantial bids and withdrew said property and improvements therein described from the sale, subject to further offering of the same at public or private sale under the jurisdiction of this Court.

Parcel D: And your Trustees did offer Parcel D, described in this Court's Decree and in the Order of Publication filed herewith, but received no substantial bids and withdrew said property and improvements therein describe from the sale, subject to further offering of the same at public or private sale under the jurisdiction of this Court.

Parcel E: And your Trustees did offer for sale all that lot of ground in the City of Annapolis, in the development known as "Horn Point" known as Lot No. 11, and being the same property which is described in a deed dated January 19, 1935, from First Mortgage Bond Homestead Association to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 137, folio 200, to and unto Clara E. Taylor, at and for the sum of One Thousand Three Hundred and Fifty Dollars ($1,350.00), she being the highest bidder therefor.

Parcel F: And your Trustees did further offer and make sale of all that lot of ground and improvements in the City of Annapolis which is described in a deed dated December 19th, 1933, from Samuel Shriver and wife to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 113, folio 445, to and unto Oscar Brilliant and Geraldine H. Brilliant, his wife, at and for the sum of Fifteen Thousand Dollars ($15,000.00), they being the highest biiders therefor.

Parcel G: And your Trustees did further offer and make sale of all that lot of ground in the City of Annapolis known as No. 19 Thompson Street and fronting 40 feet, more or less, thereon, which is described in a deed dated April 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F.S.R. No. 96, folio 399, from Garnard E. Day and Pearl V. Day, his wife, to Harry W. Elliott; to and unto Herman Zeller and Fay Zeller, they being the highest bidders therefor, for the sum of Fourteen Thousand Dollars ($14,000.00).

Respectfully submitted,

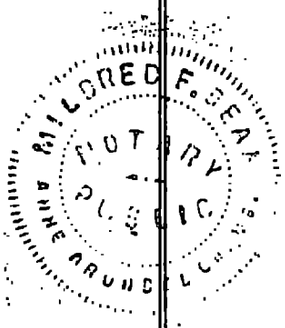
Marvin I. Anderson

Louis M. Strauss

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 19th day of May, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Marvin I. Anderson and Louis M. Strauss, Trustees named in the above report of sale, and made oath in due form of law that the matters and things stated in the foregoing report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.



Mildred F. Bean
Notary Public

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LIBER 94 PAGE 554

ORDER NISI

Louis M. Strauss and
Marvin I. Anderson, Trustees

versus

Loren Benjamin Elliott, infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,239 Equity

Ordered, this 19 day of May, 1955, That the sale of the Properties in these Proceedings mentioned, made and reported by Marvin I. Anderson and Louis M. Strauss, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24 day of June next: Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24 day of June next.

The report states that the amount of sales ~~to~~ were $ 52,350.00.

John H. Hopkins, 3rd, Clerk.

True Copy.

TEST: Clerk.

Filed 19 May, 1955.

(Final Order)

Louis M. Strauss and
Marvin I. Anderson, Trustees

versus

Loren Benjamin Elliott, infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 27th day of June finally, 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 June, 1955.

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LIBER 94 PAGE 555

LOUIS M. STRAUSS MARVIN I. ANDERSON, TRUSTEES	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
LOREN BENJAMIN ELLIOTT, infant, et al	:	No. 11,239 EQUITY

: : : : : : :

CERTIFICATE OF PUBLICATION

Legal Notices

TRUSTEES' SALE

OF IMPROVED AND UNIMPROVED REAL ESTATE

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, No. 11,239 Equity, passed in a cause in said Court pending, entitled "Louis M. Strauss and Marvin I. Anderson, Trustees, vs. Loren Benjamin Elliott, Infant," the undersigned Trustees will sell at Public Auction at the Court House Door in the City of Annapolis, Maryland on

MONDAY, MAY 16TH, 1955,

AT 10:00 O'CLOCK A. M.

A. All that tract of ground containing 81¾ acres, more or less, which is described by metes and bounds in a deed from Henry A. Siehels, single, to Harry W Elliott, dated August 5, 1922, and recorded among the Land Records of Anne Arundel County in Liber W. N. W. No. 45 folio 468. Improved by old barn and house. Said property lies partly in the City of Annapolis and Anne Arundel County, and on Forest Drive approximately 700 feet. Water and sewer are available. Ideal for farming or development.

B. All that tract of ground containing 1.05 acres, more or less, which is described in a deed dated October 22, 1934 from Charles F. Lee, Trustee, et al, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 130 folio 554. Located on road leading from Forest Drive to the Dickoff property and near the property described as parcel "A". Good house site.

C. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lot No. 33, and being the property described in a deed dated November 5, 1934 from the First Mortgage Bond Homestead Association to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. 132 folio 574. Improved by a two-story apartment house fronting on Severn River, containing 3 apartments now rented on a month to month basis. Known as 523 Horn Point Drive (formerly known as Beach Avenue.

D. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lots 32 and 34, and being the property described in a deed dated June 27, 1934 from William M. Maloy, Receiver, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 152 folio 69. Improved by a two-story apartment house fronting on Severn River, containing three apartments now rented on a month to month basis. Known as No. 521 Horn Point Drive (formerly known as Beach Avenue).

Saving and Excepting therefrom the major part of Lot No. 34 which was conveyed by Harry W. Elliott and Emma Louise Elliott, his wife, to Elizabeth H. Duvall, by deed dated July 24, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 187 folio 211.

E. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lot No. 11, and being the same property which is described in a deed dated January 19, 1935 from First Mortgage Bond Homestead Association to Harry W. Elliott and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 187 folio 200. This lot fronts on Riverview Avenue 50.51 feet, more or less, and extends to Horn Point Drive (formerly known as Beach Avenue). Improved by a garage.

F. All that lot of ground in the City of Annapolis, which is described in a deed dated December 19th, 1933 from Samuel Shriver and wife to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 113 folio 445, having a frontage of 81.49 feet, more or less, on Spa View Avenue and running back to the shore line of Spa Creek with a frontage thereon of 84.46, more or less. Improved by a modern two-story home, now rented on a month to month basis. Consisting of three bedrooms, bath, living room, dining room, sleeping porch. Known as No. 131 Spa View Avenue.

G. All that lot of ground in the City of Annapolis known as No. 19 Thompson Street and fronting 40 feet, more or less, thereon. Being the same property which was conveyed to Harry W. Elliott by Garnard E. Day and Pearl V. Day, his wife, by deed dated April 16, 1932.

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1955

We hereby certify, that the annexed

Trustee's Sale

Loren Benjamin Elliott

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 16th day of May, 1955. The first insertion being made the 23rd day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmanaw

Filed 27 June, 1955

and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 96 folio 399. Improved by a modern 2-Story house, containing two apartments; each consisting of two bedrooms, living room, kitchen and bath; and each rented on a month to month basis.

Terms of Sale: One-third of the purchase money of each parcel to be paid in cash on the day of sale, and the balance is to be paid on the ratification of such sale or sales by the Court; or all cash at the option of the purchaser or purchasers, deferred payments to bear interest from the day of sale. Taxes, rent and other public charges to be adjusted to day of sale.

LOUIS M. STRAUSS
MARVIN I. ANDERSON
Trustees, Annapolis, Maryland.

GEORGE W. SCIBLE, Auctioneer. m-14

LIBER 94 PAGE 557

LOUIS M. STRAUSS
MARVIN I. ANDERSON, TRUSTEES

vs.

LOREN BENJAMIN ELLIOTT, infant, et al

: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: NO. 11239 EQUITY

: : : : :

CERTIFICATE OF PUBLICATION

TRUSTEES' SALE

OF IMPROVED AND UNIMPROVED REAL ESTATE

Under and by virtne of a decree of the Circuit Court of Anne Arundel County, No. 11,239 Equity, passed in a cnuse in said Court pending, entitled "Louis M. Strauss and Marvin I. Anderson, Trustees, vs. Loren Benjamin Elliott, Infant," the undersigned Trustees will sell at Public Anction at the Court House Door in the City of Annapolis, Maryland on

MONDAY, MAY 16TH, 1955, AT 10:00 O'CLOCK A. M.

A. All that tract of ground containing 31¾ acres, more or less, which is described hy metes an. bounds in a deed from Honry A. Siehels, single, to Harry W. Elliott, doted Augnst 5, 1922, and recorded among the Lood Records of Anne Arundel Conuty in Libor W. N. W. No. 45 folio 408. Improved by old barn and house. Sold property lies portly in the City of Annapolis and Anne Arundel County, and on Forest Drive approximately 700 feet. Water and sewer are availahle. Ideal for farming or development.

B. All that tract of ground containing 1.65 acres, more or less, which is described in a deed dated October 22, 1934 from Chorles F. Lee, Trnstee, et al, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 130 folio 554; Locoted on road leading from Forest Drive to the Dickoff property and near the property described as parcel "A". Good house site.

C. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lot No. 33, and heing the property described in a deed dated November 5, 1934 from the First Mortgage Bond Homestead Association to Harry W. Elliott, and recorded among the Land Records of Anne Arundel Conuty in Liher W. M. B. 132 folio 574. Improvad hy a two-story aportment house fronting on Severn River, containing 3 apartments now rented on a month to month basis. Known as 523 Horu Point Drive (formerly known as Bea h Avenue.

D. All that lot of ground in the City of Annapolis in tno development known as "Horn Point" known as Lots 32 and 34, and beiug the property described in a deed dated June 27, 1956 from William M. Maloy, Receiver, to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liher F. A. M. No. 152 folio 69. Improved by a two-story apartment honse fronting on Severn River, containing three apartmerts now rentod on a month to month basis. Known as No. 521 Horn Point Drive (formerly known as Boach Avenue).

Saving and Excepting therefrom the

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 24, 1955

We hereby certify, that the annexed

Trustees' Sale

Loren Benjamin Elliott

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 May, 1955. The first insertion being made the 21st day of April, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 27 June 1955

major part of Lot No. 34 which was conveyed by Harry W. Elliott and Emma Louise Elliott, his wife, to Elizabeth H. Duvall, by deed dated July 24, 1937, and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 167 folio 211.

E. All that lot of ground in the City of Annapolis in the development known as "Horn Point" known as Lot No. 11, and being the same property which is described in a deed dated January 10, 1935 from First Mortgage Bond Homestead Association to Harry W. Elliott and recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 137 folio 200. This lot fronts on Riverview Avenue 50.51 feet, more or less, and extends to Horn Point Drive (formerly known as Beach Avenue). Improved by a garage.

F. All that lot of ground in the City of Annapolis, which is described in a deed dated December 19th, 1933 from Samuel Shriver and wife to Harry W. Elliott, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 113 folio 445, having a frontage of 81.49 feet, more or less, on Spa View Avenue and running back to the shore line of Spa Creek with a frontage thereon of 84.46, more or less. Improved by a modern two-story home now rented on a month to month basis. Consisting of three bedrooms, bath, living room, dining-room, sleeping porch. Known as No. 131 Spa View Avenue.

G. All that lot of ground in the City of Annapolis known as No. 19 Thompson Street and fronting 40 feet, more or less, thereon. Being the same property which was conveyed to Harry W. Elliott by Garnard E. Day and Pearl V. Day, his wife, by deed dated April 16, 1932, and recorded among the Land Records of Anne Arundel County in Liber F. S. R. No. 93 folio 309. Improved by a modern 2-Story house, containing two apartments each consisting of two bed rooms, living room, kitchen and bath; and each rented on a month to month basis.

Terms of Sale: One-third of the purchase money of each parcel to be paid in cash on the day of sale, and the balance is to be paid on the ratification of such sale or sales by the Court; or all cash at the option of the purchaser or purchasers, deferred payments to bear interest from the day of sale. Taxes, rent and other public charges to be adjusted to day of sale.

LOUIS M. STRAUSS
MARVIN I. ANDERSON
Trustees, Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer. m-14

LOUIS M. STRAUSS
MARVIN I. ANDERSON, TRUSTEES

vs.

LOREN BENJAMIN ELLIOTT, infant, et al

: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: NO. 11,239 EQUITY

: : : : :

CERTIFICATE OF PUBLICATION

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,239, Equity
LOUIS M. STRAUSS and
MARVIN I. ANDERSON, Trustees
versus
LOREN BENJAMIN ELLIOTT, infant

ORDERED, this 19th day of May, 1955, that the sale of the Properties in these Proceedings mentioned, made and reported by MARVIN I. ANDERSON and LOUIS M. STRAUSS, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 24th day of June next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 24th day of June next.

The report states that the amounts of sales were $52,350.00.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy TEST:

JOHN H. HOPKINS, 3rd, Clerk.

Ju-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., June 17, 1955

We hereby certify, that the annexed Order Nisi. Sale Eq. 11,239. Loren Benjamin Elliott.

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 June, 1955. The first insertion being made the 21st day of May, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E. C. 8076

By H. Titzhman

Filed 27 June, 1955

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LIBER 94 PAGE 560

LOUIS M. STRAUSS
MARVIN I. ANDERSON, TRUSTEES

vs.

LOREN BENJAMIN ELLIOTT, infant, et al

: IN THE CIRCUIT COURT
:
: FOR
:
: ANNE ARUNDEL COUNTY
:
: No. 11,239 EQUITY

: : : : :

CERTIFICATE OF PUBLICATION

Trustee's Sale

OF WATERFRONT IMPROVED REAL ESTATE IN ANNAPOLIS CITY FACING SEVERN RIVER

Under and by virtue of a decree of the Circuit Court of Anne Arundel County, No. 11,239 Equity, passed in a cause in said Court pending, entitled "Louis M. Strauss and Marvin I. Anderson, Trustees, vs. Loren Benjamin Elliott, infant," the undersigned Trustees will sell at Public Auction at the Court House Door in the City of Annapolis, Maryland, on

WEDNESDAY, SEPT. 14TH, 1955,
AT 10:00 O'CLOCK A. M.

Parcel One: All that lot of ground in the City of Annapolis, in the Section known as "Horn Point", designated as Lot No. 32, as shown on a Plat of "Horn Point", and recorded among the Plat Records of Anne Arundel County, in Plat Book No. 9, Plat No. 26, which said lot of ground faces 68.0 ft. more or less on the Severn River, with an irregular depth exceeding 200 ft. to Beach Avenue, and which is improved by a two (2) story apartment house, containing three apartments, now rented on a month to month basis, known as 521 Horn Point Drive, formerly known as Beach Avenue.

Parcel Two: All that lot of ground in the City of Annapolis, in the Section known as "Horn Point", designated as Lot No. 33, and a small part of lot No. 34, as shown on a Plat of "Horn Point", and recorded among the Plat Records of Anne Arundel County, in Plat Book No. 9, Plat No. 26, which said lot of ground faces 69.2 ft. more or less on the Severn River, and having an irregular depth exceeding 200 ft. to Horn Point Drive, formerly Beach Avenue, and facing on said Horn Point Drive 72.03 ft., more or less, being all of Lot No. 33 as shown on a Plat of Horn Point and a small portion of Lot No. 34, which said part of lot No. 34 was retained by the late Harry W. Elliott in making sale of the greater part of lot No. 34, to E. H. Duvall in 1937, where the major part of Lot No. 34 was conveyed and recorded among the Land Records of Anne Arundel County, Maryland, in Liber F. A. M. No. 167, folio 211; and which is improved by a two story apartment house, containing three apartments, now rented on a month to month basis, known as 523 Horn Point Drive, formerly known as Beach Avenue.

The aforementioned lots of grounds described in Parcel No. 1 and No. 2 as acquired by the late Harry W. Elliott by two deeds, one dated November 5, 1934, and recorded among the Land Records of Anne Arundel County in Liber W. M. B. No. 132, folio 574, and the other dated June 27,1936, and recorded among the Land Records of Anne Arundel County in Liber F. A. M.

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 15, 1955

We hereby certify, that the annexed

Trustee's Sale

Eq. 11,239

Loren Benjamin Elliott

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 14th day of September, 1955. The first insertion being made the 12th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 16 Sept., 1955

No. 152, folio 69, which said deed reference are listed for reference only for use in identifying the aforesaid parcels No. 1 and No. 2.

TERMS OF SALE: The aforesaid Parcels and improvements thereon will be offered separately as Parcel No. 1 and as Parcel No. 2, and the respective bids reserved, and thereafter the two parcels are to be offered together and said properties will be sold in a manner producing the highest amount.

One-third of the purchase money of each parcel, or the entirety, to be paid in cash on the day of sale, and the balance is to be paid on the ratification of such sale or sales by the Court; or all cash at the option of the purchaser or purchasers, deferred payments to bear interest from the day of sale, Taxes, rent and other public charges to be adjusted to day of sale.

LOUIS M. STRAUSS
MARVIN L. ANDERSON
Trustees.

Annapolis, Maryland.
GEORGE W. SCIBLE, Auctioneer.

s-12

LOUIS M. STRAUSS
MARVIN I. ANDERSON, TRUSTEES

vs.

LOREN BENJAMIN ELLIOTT, infant, et al

: IN THE CIRCUIT COURT
: FOR
: ANNE ARUNDEL COUNTY
: NO. 11,239 EQUITY

: : : : :

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Marvin I. Anderson and Louis M. Strauss, Trustees, under a decree passed in these proceedings, dated the 21st day of March, 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 other pre-requisites as required by law and the said decree, and giving notice of the time, place, manner and terms of sale by advertisement inserted in the Evening Capital, a newspaper published in Anne Arundel County, Maryland, for at least three (3) successive weeks before the day of sale, they did pursuant to said notice, attend at the Court House Door at Annapolis, Maryland, on the 14th day of September, 1955; at 10 o'clock A.M., then and there proceed to sell and did sell, the following properties mentioned in these proceedings at public sale, to the highest bidder, said properties being described as follows:

All those lots of ground known as Lots Nos. 32, 33 and part of 34 as shown on a Plat of Horn Point, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 9, Plat No. 26, and being all those lots of ground acquired by the late Harry W. Elliott by two deeds, one dated November 5, 1934, and recorded among the Land Records of Anne Arundel County in Liber W.M.B. No. 132, folio 474; and the other dated June 27th, 1936, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 152, folio 69, saving and excepting so much of Lot No. 34 as heretofore sold by the late Harry W. Elliott to Elizabeth H. Duvall, by deed dated July 24, 1937, and recorded among the Land Records in Liber F.A.M. No. 167, folio 211; said improvements thereon being known and designated as 521 Horn Point Drive and 523 Horn Point Drive; to and unto Marcia Elliott a one-half undivided interest in the aforesaid properties, and to and unto Harry Elliott and Norma F. Elliott the remaining one-half undivided interest, as tenants by the entireties, at and for the sum of Twenty-three Thousand Eight Hundred and Fifty Dollars ($23,850.00), they being the highest bidders therefor, and that your Trustees have received in lieu of the

48

Filed 16 Sept., 1955.

Ten Percent (10%) deposit an assignemtn of Two Thousand Three Hundred and Eighty-five Dollars ($2,385.00) from the proceeds to be alloted to them from the distribution of proceeds from the sale of properties hereby reported and heretofore reported in these proceedings. A copy of said Assignment is attached to this report and is prayed to be taken as a part hereof.

Respectfully submitted,

Marvin I. Anderson

Louis M. Strauss

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 16th day of September, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Marvin I. Anderson and Louis M. Strauss, Trustees named in the above Report of Sale, and made oath in due form of law that the matters and things stated in the foregoing Report are true to the best of their knowledge and belief, and that the sale therein reported was fairly made.

Witness my hand and Notarial Seal.

Mildred F. Bean
Notary Public

49

ASSIGNMENT OF PROCEEDS

We the undersigned, purchasers at Public Sale of Nos. 521 Horn Point Drive, Annapolis, Maryland, and 523 Horn Point Drive, Annapolis, Maryland, at and for the sum of Twenty-three Thousand Eight Hundred and Fifty Dollars ($23,850.00) and do hereby assign unto Louis M. Strauss and Marvin I. Anderson, Trustees, the sum of Two Thousand Three Hundred and Eighty-five Dollars - - - - - - ($2,385.00) from the proceeds to be alloted to us out of distribution in Equity No. 11,239 to comply with deposit and the terms of sale as held on September 14, 1955, at the Court House Door, Annapolis, Maryland.

Dated: September 14, 1955.

Witness:

Mildred F. Bean as to all

Marcia Elliott (SEAL)
Marcia Elliott

Harry F. Elliott (SEAL)
Harry Elliott

Norma F. Elliott (SEAL)
Norma F. Elliott

50

Filed 16 Sept., 1955.

LIBER 94 PAGE 565

ORDER NISI

Louis M. Strauss and
Marvin I. Anderson, Trustees

versus

Loren Benjamin Elliott, infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,239 Equity

Ordered, this 16 day of September, 19 55, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson and Louis M. Strauss, Trustees,

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

The report states that the amount of sale was $ 23,850.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 16 Sept., 1955.

Louis M. Strauss and
Marvin I. Anderson, Trustees

versus

Loren Benjamin Elliott, infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of October finally, 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 Michaelsen
Judge

51

Filed 24 Oct., 1955.

LIBER 94 PAGE 566

LOUIS M. STRAUSS MARVIN I. ANDERSON, TRUSTEES	:	IN THE CIRCUIT COURT
	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
LOREN BENJAMIN ELLIOTT, infant, et al	:	NO. 11,239 EQUITY

: : : : :

CERTIFICATE OF PUBLICATION

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,239 Equity
LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees

Vs.

LOREN BENJAMIN ELLIOTT, Infant.

Ordered, this 10th day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson and Louis M. Strauss, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 22nd 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 22nd day of October next.

The report states that the amount of sale was $23,850.00.

GEORGE T. CROMWELL, Clerk.

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

o-11

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 12, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,239.

Loren Benjamin Elliott (infant)

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 October, 1955. The first insertion being made the 20th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

No. E.C. 39

By H. Tilghman

Filed: 24 Oct. 1955

52

THIS DEED, made this 12th day of April, 1949, by and between William L. Elliott and Helen F. Elliott, his wife, parties of the first part, and Louis M. Strauss, Trustee, party of the second part.

WITNESSETH; That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said parties of the first part do hereby grant and convey to and unto Louis M. Strauss, his heirs and assigns, in fee simple, for the purpose of immediately reconveying the hereinafter described property to William L. Elliott and Helen F. Elliott, an undivided one half interest as tenants by the entireties and to Lorraine Rorex ********** , their daughter, an one half undivided interest so that William L. Elliott and Helen Elliott shall own their moiety interest as tenants by the entireties and that as such together with Lorraine Rorex **** , their daughter, shall hold her moiety interest together with them as joint tenants, their survivor , in fee simple.

ALL that property lying and being in Anne Arundel County, State of Maryland, wheresoever situated acquired by William L. Elliott, or William L. Elliott and Helen F. Elliott, his wife, by deed, inheritance or otherwise, including all their right, title and interest acquired under the Last Will and Testament of the late Harry W. Elliott, as recorded among the Will Records of Anne Arundel County and among the Land Records of Anne Arundel County.

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

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Louis M. Strauss, Trustee for the purpose of immediately reconveying a moiety interest to William L. Elliott and Helen F. Elliott, his wife, as tenants by the entireties, and a moiety interest to Lorraine Rorex ********** ; and their respective moiety interest to be held as joint tenants as between William L. Elliott and Helen F. Elliott, his wife, together with Lorraine Rorex ****** , their daughter, as to her moiety interest, their survivors, in fee simple.

AND the said parties of the first part hereby covenant that they 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.

Filed 14 Nov., 1955.

5'3

WITNESS the hand and seal of the said Grantors.

Witness:

S/ William L. Elliott (SEAL)
William L. Elliott

S/ Louis M. Strauss
Louis M. Strauss

S/ Helen F. Elliott (SEAL)
Helen F. Elliott

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

Page Two of Deed from W.L.Elliott and wife to L.M.Strauss Trustee.

I HEREBY CERTIFY, that on this 12th day of April, 1949, before me, the subscriber, a Notary Public of the State of Maryland, and the County aforesaid, personally appeared William L. Elliott and Helen F. Elliott, his wife, and they acknowledged the aforegoing deed to be their act.

Witness my hand and Notarial Seal.

S/ Alice L. Wood
Alice L. Wood, Notary Public

(NOTARIAL SEAL)

Recorded- 18th April, 1949, at 3:20 P.M.

54

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. 518, folio 192, 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 12th day of November, 1955.

George T Cromwell

George T. Cromwell, Clerk

LIBER 94 PAGE 570

THIS DEED, made this 12th day of April, 1949, by and between Louis M. Strauss, Trustee, party of the first part and William L. Elliott and Helen F. Elliott, his wife, and Lorraine Rorex ********** , their daughter, parties of the second part.

WITNESSETH: That for and in consideration of the sum of Five Dollars and other good and valuable considerations, receipt of which is hereby acknowledged, the said Louis M. Strauss, Trustee, does hereby grant and convey to and unto William L. Elliott and Helen F. Elliott, his wife, an undivided one half interest as tenants by the entireties, in fee simple and to Lorraine Rorex**********, their daughter, an one half undivided interest so that William L. Elliott and Helen F. Elliott, his wife, shall own their moiety interest as tenants by the entireties and that as such together with Lorraine their daughter hsall hold her moiety interest together with them as joint tenants, their survivors, in fee simple.

ALL that property lying and being in Anne Arundel County, State of Maryland wheresoever situated acquired by William L. Elliott and Helen F. Elliott or William L. Elliott, by deed, inheritance or otherwise, including all their right, title and interest acquired under the Last Will and Testament of the late Harry W. Elliott, as recorded among the Will Records of Anne Arundel County and among the Land Records of Anne Arundel County.

BEING the same property acquired by Louis M. Strauss, Trustee, from William L. Elliott and Helen F. Elliott, his wife, by deed of even date herewith and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said William L. Elliott and Helen F. Elliott, his wife, as tenants by the entireties, and a moiety interest to Lorraine Rorex their daughter and their respective moiety interest to be held as joint tenants as between William L. Elliott and Helen F. Elliott, his wife, together with Lorraine Rorex ------- , as to her moiety interest, their survivor in fee simple.

WITNESS the hand and seal of the said Grantor.

Witness:

S/ Alice L. Wood
Alice L. Wood

Filed 14 Nov., 1953

S/ Louis M. Strauss / (SEAL)
Louis M. Strauss, Trustee

LIBER 94 PAGE 571

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 12th day of ~~February~~ April 1949, before me, the subscriber, a Notary Public of the State of Maryland, and the County aforesaid, personally appeared Louis M. Strauss, Trustee, and acknowledged the aforegoing deed to be his act.

Witness my hand and Notarial Seal.

S/ Alice L. Wood
Alice L. Wood, Notary Public

My commission expires May 2nd, 1949

(NOTARIAL SEAL)

Recorded- 18th April, 1949, at 3:20 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber J.H.H. No. 518, folio 194, 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 12th day of November, 1955.

George T. Cromwell
George T. Cromwell, Clerk

In the Case of

Louis M. Strauss

and

Marvin I. Anderson, Trustees

vs.

Loren Benjamin Elliott,

infant

In the

Circuit Court

For

Anne Arundel County

No. 11,239 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 23, 1955

All of which is respectfully submitted.

Laura K. Jacklin
Auditor.

All of which is respectfully submitted.

Filed 29 Nov., 1955.

Dr. Louis M. Strauss and Marvin I. Anderson, Trustees, vs. Loren Benjamin Elliott, infant in ac.

To Trustees for commissions allowed in Deed of Trust (5% of $76,680.69), viz:	3,834	03		
To Trustees for fees allowed in Deed of Trust, viz:	500	00	4,334	03
To Trustees for Court costs, viz:				
Plaintiffs' Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	73	25		
Jos. W. Alton - Sheriff's costs	2	90		
Myrtle Sturm - Guardian ad Litem's fee	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Irene Hazel - Stenographer's fee	8	00		
Auditor - stating this account	108	00	216	15
To Trustees for Expenses, viz:				
Capital-Gazette Press - advertising private sale	45	00		
Capital-Gazette Press - advertising first sale in Maryland Gazette	80	00		
Capital-Gazette Press - advertising second sale	60	00		
Capital-Gazette Press - advertising first sale in Evening Capital	60	00		
Capital-Gazette Press - order nisi on first sale	8	00		
Capital-Gazette Press - order nisi on second sale	8	00		
Barrett Printing Co. - handbills - first sale	22	95		
Speer Publications, Inc. - handbills - second sale	13	07		
Capital-Gazette Press - order nisi (acct	6	00		
National Surety Corp. - bond premium	400	00		
William H. Riley - appraisal and testimony	150	00		
Carl S. Thomas - appraisal and testimony	150	00		
George W. Scible - auctioneer's fee - first sale	280	00		
George W. Scible - auctioneer's fee - second sale	150	00		
Edward Hall, III, & Associates - survey	15	00		
Register of Wills - certified copy of Will	2	50		
Clerk of Court - recording deed from Lorraine Rorex and husband to Trustees	4	75		
One-half Federal documentary stamps	42	08		
One-half State documentary stamps	42	07		
Clerk of Court - certified copies of deeds	2	00		
Mildred F. Bean - notary fees	1	50	1,542	92
To Trustees for Benefit Charges, viz:				
Annapolis Water Dept. - water rent for 131 Spa View Ave from 5/11/55 to 5/16/55 - 5 days		35		
Water rent for 19 Thompson St. from 5/1/55 to 5/16/55 - 16 days	2	32		
Water rent for #521 and 523 Horn Point Drive to 9/14/55	34	25	36	92

To Trustees for Rent Adjustments, viz: Rent for 131 Spa View Ave. - adjusted to 5/16/55	187 50	
Rent for 19 Thompson Street - adjusted to 5/16/55	187 50	375 00
BALANCE FOR DISTRIBUTION - $70,729.33		
Distributed to devisees of Harry W. Elliott (who died 11/14/42) and subsequent grantees, as set forth in SCHEDULE C hereto attached	70,729 33	70,729 33
		77,234 35

with Louis M. Strauss and Marvin I. Anderson, Trustees Cr.

1955				
May	16	Proceeds of Sales and interest on deferred payments - See Schedule A hereto attached	52,751 19	
Sept.	14	Proceeds of Sales and interest on deferred payment - See Schedule A hereto attached	23,929 50	76,680 69
		Refunds of State, County and City taxes paid in advance - See Schedule B hereto attached	553 66	553 66
				77,234 35

61

SCHEDULE A

PROCEEDS OF SALES

1955 May 16	Proceeds of Sale of Parcel A- 31¼ acres	$ 20,500.00	$
	Interest on deferred payment to 7/13/55	129.89	20,629.89
	Proceeds of Sale of Parcel B- 1.65 acres	1,500.00	
	Interest on deferred payment to 7/13/55	9.50	1,509.50
	Proceeds of Sale of Parcel E- Lot 11, Horn Point	1,350.00	
	Interest on deferred payment to 7/26/55	10.50	1,360.50
	Proceeds of Sale of Parcel F- 131 Spa View Avenue	15,000.00	
	Interest on deferred payment to 7/26/55	130.06	15,130.06
	Proceeds of Sale of Parcel G- 19 Thompson Street	14,000.00	
	Interest on deferred payment to 7/26/55	121.24	14,121.24
Sept. 14	Proceeds of Sale of Parcels C and D - 521 and 523 Horn Point Drive	23,850.00	
	Interest on deferred payment to 10/14/55	79.50	23,929.50
	Total		$76,680.69

SCHEDULE B

TAX REFUNDS

1955			
May 16	Parcel A	$	
	1955 State and County taxes ($77.01) adjusted to 5/16/55	48.15	
	1954 Annapolis City taxes ($55.46) adjusted to 5/16/55	6.96	
	Parcel B		
	1955 State and County taxes ($9.65) adjusted to 5/16/55	6.04	
	Parcel E		
	1955 State and County taxes ($16.37) adjusted to 5/16/55	10.16	
	1954 Annapolis City taxes ($12.92) adjusted to 5/16/55	1.62	
	Parcel F		
	1955 State and County taxes ($143.53) adjusted to 5/16/55	89.70	
	1954 Annapolis City taxes ($113.35) adjusted to 5/16/55	14.17	
	Parcel G		
	1955 State and County taxes ($131.83) adjusted to 5/16/55	82.43	
	1954 Annapolis City taxes ($104.11) adjusted to 5/16/55	13.01	
Sept. 14	Parcels C and D		
	1955 State and County taxes ($306.94) adjusted to 9/14/55	89.52	
	1955 Annapolis City taxes ($242.41) adjusted to 9/14/55	191.90	
	Total		$553.66

SCHEDULE C

D I S T R I B U T I O N

To WILLIAM L. ELLIOTT, son - one-fifth	$ 14,145.86	$	
LESS One-half interest therein granted to Lorraine Rorex by deed dated 4/12/49, and recorded in Liber J. H. H. No. 518 folio 194	7,072.93		
		7,072.93	
To Lorraine Rorex, grantee of William L. Elliott - one-tenth		7,072.93	
			14,145.86
To HARRY F. ELLIOTT, son - one-fifth			14,145.86
To VIOLA E. HALL, daughter - one-fifth			14,145.86
To MARCIA ELLIOTT, daughter- one-fifth			14,145.87
To Heirs of BENJAMIN P. ELLIOTT, son who died 4/24/54, viz:			
(1) Doris Elliott, Widow - one-fifteenth	4,715.29		
LESS direct inheritance tax	47.15		
		4,668.14	
(2) Donald Elliott, son - one-thirtieth	2,357.64		
LESS direct inheritance tax	23.57		
		2,334.07	
(3) Phillip K. Elliott, son - one-thirtieth	2,357.64		
LESS direct inheritance tax	23.57		
		2,334.07	
(4) Nancy L. Elliott, daughter - one-thirtieth	2,357.65		
LESS direct inheritance tax	23.58		
		2,334.07	
(5) Loren B. Elliott, son - one-thirtieth	2,357.65		
LESS direct inheritance tax	23.58		
		2,334.07	
To H. S. Clarke, Register of Wills - total direct inheritance tax		141.45	14,145.87
			$ 70,729.33

ORDER NISI

LIBER 94 PAGE 579

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

Louis M. Strauss and
Marvin I. Anderson, Trustees

VERSUS

Loren Benjamin Elliott,
Infant

No. 11,239 Equity.

ORDERED, This 29 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 3 day of January next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of January next.

Filed 29 Nov., 1955. George T. Cromwell, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson A. J.

VERSUS

For

ANNE ARUNDEL COUNTY

No. Equity.

Filed 9 Jan., 1956.

LIBER 94 PAGE 580

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 9, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,239

auditor account

Loren Benjamin Elliott

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 3rd day of January, 1956. The first insertion being made the 30th day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. E.C. 5138

Filed JAN 9 1956

Order Nisi

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
NO. 11,239 EQUITY

LOUIS M. STRAUSS and MARVIN I. ANDERSON, Trustees, versus.
LOREN BENJAMIN ELLIOTT, Infant.

Ordered, this 29th 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 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

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

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66