LIBER 95 FOLIO 1

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
KENNETH M. CARR and	*	ANNE ARUNDEL COUNTY
GWENDOLINE V. CARR, his wife	*	NO. 11,079 EQUITY

ORDER TO DOCKET SUIT

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Dunyan, Jr.
Attorney named in the Mortgage

Filed 3 Aug., 1954.

LIBER 798 PAGE 532 LIBER 95 PAGE 2

No. 11,079 Equity

PURCHASE MONEY

This Mortgage, Made this 20th day of November, 19 53,

by and between **Kenneth M. Carr and Gwendoline V. Carr, his wife** - - - - - - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☒ B ☐ C ☐ GI as herein indicated, and being the holder of -80- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 8,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all th**ose** ~~parcel~~ **parcels** of ground, situate, lying and being in **Magothy Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:**

FIRST PARCEL: BEING known and designated as Lots Nos. 659 to 662, both inclusive, as shown on a Plat of Magothy Beach, recorded among the Land Records of Anne Arundel County, formerly in Plat Book F.S.R. folio 15; but now recorded in Plat Cabinet 1, Rod A-4, Plat 15.

SECOND PARCEL: BEGINNING for the same at an iron pipe set on the East side of a Road 40 feet wide, said point of beginning being North 16° 42' East 292.9 feet from a pipe previously set at the beginning point of a conveyance from Upper Magothy Beach Corporation to Harold W. Kissam, recorded among the Land Records of Anne Arundel County on February 19th, 1934, thence with the said side of said Road (now called Magothy River Road) North 22° East 40 feet to a pipe, thence leaving said Road South 68° East 120 feet to a pipe, thence South 22° West 40 feet to a pipe, thence North 68° West 120 feet to the place of beginning; containing 0.11 acre, as shown by a survey and plat made by Edward Hall, dated March 7, 1934.

BEING ALSO the same two parcels of ground which the said Mortgagors acquired from John R. Eason, Widower, by deed of even date herewith and intended to be recorded immediately prior hereto.

Filed 3 Aug., 1954.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 40.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 40.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with Article No. 66 of the Code of the Public General Laws of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, 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, fees and commissions.

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 selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $ 8,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred.W.Kuethe

Kenneth M. Carr (SEAL)
Kenneth M. Carr

(SEAL)

Gwendoline V. Carr (SEAL)
Gwendoline V. Carr

(SEAL)

LIBER 798 PAGE 535

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 20th day of November, 19 53, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Kenneth M. Carr and Gwendaline V. Carr, his wife and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh the President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

Fred. W. Kuethe Notary Public.

Recorded-27th-Nov.-1953-at-10:55-A.M.

PURCHASE MONEY

Mortgage

FROM

KENNETH M. CARR and GWENDOLINE V. CARR, his wife

TO THE

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION Of Anne Arundel County.

3093

JOHN H. HOPKINS, 3rd Clerk

LAW OFFICE JOHN DEMYAN, JR. GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

By.....

Secretary. President.

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
KENNETH M. CARR and	*	ANNE ARUNDEL COUNTY
THENSOLINE V. CARR, his wife	*	NO. 11,079 EQUITY

STATEMENT OF CLAIM

Advanced to Mortgage Loan		$ 8,000.00
Interest from April 30, 1954 to August 31st, 1954	$ 197.30	
Four months late fines from May 1, 1954 to August 1, 1954	63.20	260.70
		$ 8,260.70
Due Paid to Date		771.50
Total amount due under the Mortgage		$ 8,032.20

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred W. Kuethe
Fred. W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 30th day of July, 1954; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of the Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman
Notary Public

Filed 3 Aug., 1954

LIBER 95 PAGE 7

GLOBE INDEMNITY COMPANY

HEAD OFFICE: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

No. 11,079 Equity

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, John Demyan, Jr. , as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 31st day of August, 1954.

WHEREAS by virtue of a power of sale contained in a mortgage from Kenneth M. Carr and Gwendoline V. Carr, his wife, to The Bank of Glen Burnie bearing date on or about November 20th, 1953 , the said John Demyan, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr. does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Margaret B. Hendrix

Margaret B. Hendrix, as to all

John Demyan, Jr. SEAL
Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

Approved, this 31 Aug., 1954
John H. Hopkins, 3rd, Clerk

Filed 31 Aug., 1954

GEORGE W. SC 3LE LIBER 95 PAGE 8 . . . . Auctioneer

JOHN DEMYAN, JR.,
ATTORNEY AT LAW
9 CRAIN HIGHWAY,
GLEN BURNIE, MD.

MORTGAGE SALE

OF VALUABLE

Fee Simple Property

All those two parcels of ground at Magothy Beach, Third Election District of Anne Arundel County, State of Maryland.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Kenneth M. Carr and Gwendoline V. Carr, his wife, dated November 20, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 798 folio 532 (default having occurred thereunder), the undersigned, the Attorney named in the Mortgage, will sell at public auction at the Court House Door, Church Circle Entrance, Annapolis, Maryland, on

TUESDAY, AUGUST 31st, 1954

AT 11 O'CLOCK A.M.

ALL those two parcels of ground, situate, lying and being in Magothy Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

FIRST PARCEL: BEING known and designated as Lots Nos. 659 to 662, both inclusive, as shown on the Plat of Magothy Beach, recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod A-4, Plat 15.

SECOND PARCEL: BEGINNING for the same at an iron pipe set on the East side of a road 40 feet wide, said point of beginning being North 16 degrees 42' East 292.9 feet from a pipe previously set at the beginning point of a conveyance from Upper Magothy Beach Corporation to Harold W. Kissam, recorded among the Land Records of Anne Arundel County on February 19, 1934, thence with the said side of said Road (now called Magothy River Road) North 28 degrees East 40 feet to a pipe; thence leaving said Road South 68 degrees East 120 feet to a pipe, thence South 22 degrees West 40 feet to a pipe, thence North 68 degrees West 120 feet to the place of beginning; containing 0.11 acre, as shown by survey and plat made by Edward Hall, March 7, 1934.

BEING ALSO the same two parcels of ground which the said Kenneth M. Carr and Gwendoline V. Carr, his wife, acquired from John R. Eason, Widower, by deed dated November 20, 1953, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 798, folio 530.

IMPROVEMENTS: Five room frame Bungalow and bath; and 4 Room frame Bungalow—no bath.

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, and to bear interest at 6% from date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any and all other assessments to be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in Mortgage.

8 Filed 31 Aug., 1954

I HEREBY CERTIFY, that I did sell at public auction at the Court House Door, Church Circle Entrance ,Ananpolis,Maryland; on this date, to the GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, at and for the sum of $6,500, it being at that figure the highest bidder therefor, according to the tersm set forth on the reverse side hereof.

GEORGE SCIBLE,Auctioneer

LIBER 95 PAGE 10

Equity No.11, 079

Annapolis, Maryland

August 31st ,1954

THIS IS TO CERTIFY, that I have this 31st day of August , 1954, sold the property described by said advertisement in the Third Election District of Anne Arundel County, and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 798, folio _____, at and for the sum of SIXTY FIVE HUNDRED********** ($ 6,500.00) Dollars to Glen Burnie Savings & Loan Association of Anne Arundel County, a body corporate then and there being the highest bidder for said property.

George W. Scible - Auctioneer

I HEREBY CERTIFY, that I have this 31st day of August ,1954, purchased from John Demyan, Jr., Attorney named in the Mortgage, the property situated in the Third Election District of Anne Arundel County, and described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 798, Folio 530, at and for the sum of Sixty Five Hundred---------- ----------($6,500.00----------), and do I hereby agree to comply with the terms of sale.

GLEN BURNIE SAV. & LOAN ASSO,

Fred.W.Kuethe SECTY.

Fred.W.Kuethe

Purchaser

Filed 31 Aug., 1954

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LIBER 95 PAGE 11

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
KENNETH M. CARR and	*	ANNE ARUNDEL COUNTY
GWENDOLINE M. CARR, his wife	*	NO. 11, 079 EQUITY

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, 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 Kenneth M. Carr and Gwendoline M. Carr, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated November 20, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 798, folio 532; the said John Demyan, 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, at the Court House Door, City of Annapolis, State of Maryland; August 31st, ----------; 1954, at 11 o'clock A.M., and then and there sold the said property to GLEN BURNIE SAVINGS & LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate at and for the sum of SIXTY FIVE HUNDRED---------- ($ 6,500.00), it being at that figure the highest bidder therefore, said property being the following:

All those two parcels of ground, situate, lying and being in Magothy Beach, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

FIRST PARCEL: BEING known and designated as Lots Nos. 659 to 662, both inclusive, as shown on the Plat of Magothy Beach, recorded among the Land Records of Anne Arundel County in Plat Cabinet 1, Rod A-4, Plat 15.

SECOND PARCEL: BEGINNING for the same at an iron pipe set on the East side of a road 40 feet wide, said point of beginning being North 16° 42' East 292.9

Filed 31 Aug., 1954

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feet from a pipe previously set at the beginning point of a conveyance from Upper Magothy Beach Corporation to Harold W. Kissam, recorded among the Land Records of Anne Arundel County on February 19th, 1934, thence with the said side of said Road (now called Magothy River Road) North 22° East 40 feet to a pipe; thence leaving said Road South 68° East 120 feet to a pipe, thence South 22° West 40 feet to a pipe, thence North 68° West 120 feet to the place of beginning; containing 0.11 acre, as shown by a survey and Plat made by Edward Hall, dated March 7, 1934.

BEING ALSO the same two parcels of ground which the said Kenneth M. Carr and Gwendoline V. Carr, his wife, acquired from John R. Eason, Widower, by deed dated November 20, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 796, folio 530.

AND the said Attorney further reports that he has received from the 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 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, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder aforesaid.

Respectfully submitted,

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 31st day of August, 1954; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the 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.

WITNESS my hand and Notarial Seal.

Clemence C. Burwell
Notary Public

CLEMENCE C. BURWELL NOTARY PUBLIC ANNE ARUNDEL COUNTY, MD.

LIBER 95 PAGE 13

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~Estate~~
Kenneth M. Carr and
Gwendoline V. Carr, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,079 Equity

Ordered, this 31 day of August, 19 54, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4 day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4 day of October next.

The report states that the amount of sales to be $ 6,500.00.

John F. Perkins, 3rd Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 31 Aug., 1954.

In The Matter Of The
Mortgaged Real Estate Of
~~Estate~~
Kenneth M. Carr and
Gwendoline V. Carr, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of November, 1954, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

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Filed 5 Nov., 1954.

LIBER 95 PAGE 14

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,079 Equity

In The Matter Of The Mortgaged Real Estate Of KENNETH M. CARR And GWENDOLINE V. CARR; His Wife.

Ordered, this 31st day of August, 1954, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 4th day of October next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of October next.

The report states that the amount of sales to be $6,500.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

s-28

No. M. G. 1866

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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., October 4, 1954

We hereby certify, that the annexed

Order Nisi - Sale - Eq. #11079

Kenneth M. Carr

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 4th day of October, 1954. The first insertion being made the 2nd day of September, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed 7 Oct., 1954

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF KENNETH M.CARR & GWENDOLINE V.CARR,his wife.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 11,079

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 John Demyan,Jr. Attorney

and made oath in due form of law that he knows the Mortgagors herein, and that to the best of his knowledge, information and belief

(1) said Mortgagors are not in the military service of the United States,

(2) said Mortgagors are not in the military service of any nation allied with the United States,

(3) said Mortgagors have not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said Mortgagors are not a member of the Enlisted Reserve Corps who has been ordered to report for military service,

John Demyan,Jr.
Affiant

Subscribed and sworn to before me this 31st day of August, 1954

Amelia H.Tubman
Notary Public

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Filed 3 Nov, 1954

In the Case of

In the Matter of the
Mortgaged Real Estate
of
vs.
Kenneth M. Carr
and
Gwendoline V. Carr, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,079 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 22, 1954

All of which is respectfully submitted.

Laura V. Jacklung
Auditor.

Filed 23 Nov., 1954.

Dr. In the Matter of the Mortgaged Real Estate of Kenneth M. Carr in ac.
and Gwendoline V. Carr, his wife

To Attorney for Fee, viz:	50	00		
To Attorney forCommissions, viz:	226	95	276	95
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	18	75		
Auditor - stating this account	9	00	37	75
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	47	56		
Capital-Gazette Press - handbills	12	62		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	36	00		
George W. Scible - auctioneer's fee	25	00		
One-half Federal documentary stamps	3	58		
One-half State documentary stamps	3	57		
Amelia H. Tubman - notary fees	1	00		
Clemence C. Burwell - notary fees		50	143	83
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	6,132	55	6,132	55
			6,591	08
Amount of mortgage claim filed	8,096	20		
Cr. Amount allowed above	6,132	55		
Balance subject to decree in personam	1,963	65		

with John Demyan, Jr., Attorney named in Mortgage Cr.

1954						
Aug.	31	Proceeds of Sale	6,500	00		
		Interest on deferred payment	65	00	6,565	00
		Refund 1954 State and County taxes ($78.24) adjusted	26	08	26	08
					6,591	08

ORDER NISI

LIBER 95 PAGE 19

In the Matter of the Mortgaged Real Estate of ~~XERSMSX~~ Kenneth M. Carr and Gwendoline V. Carr, his wife

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,079 Equity.

ORDERED, This 23 day of November, 19 54, That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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 23 Nov, 1954 John H. Holtzman, Jr., Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 17th day of February, 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.

/s/ Benjamin Richardson
Judge

Filed FEB 17 1956

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LIBER 95 PAGE 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., January 3, 1955

We hereby certify, that the annexed Order Nisi - Aud. Acct. - Eq 11,079

Kenneth M. Carr

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 3rd day of January, 1955. The first insertion being made the 2nd day of December, 1954.

THE CAPITAL-GAZETTE PRESS, INC.

By Morris Pate

No. M. G. 3509

Filed FEB 16 1956

20

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,079 Equity

In The Matter Of The Mortgaged Real Estate Of KENNETH M. CARR And GWENDOLINE V. CARR, His Wife

Ordered, this 23rd day of November, 1954, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 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.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

d-3

LIBER 95 PAGE 21

IN THE MATTER OF THE MORTGAGED	*	IN THE CIRCUIT COURT
REAL ESTATE OF JOSEPH R.	*	FOR
MALINOWSKI and HAZEL C.	*	ANNE ARUNDEL COUNTY
MALINOWSKI, his wife.	*	NO. 11,464 EQUITY

****

ORDER TO DOCKET SUIT

****

Mr. Clerk:

Please file the original mortgage in this foreclosure suit.

John Demyan, Jr.
Attorney named in the Mortgage.

Filed 2 Aug., 1955

LIBER 95 PAGE 22

LIBER 794 PAGE 110

No. 11,464 Equity

PURCHASE MONEY

This Mortgage,

Made this 30th day of October, 1953,

by and between Joseph R. Malinowski and Hazel C. Malinowski, his wife - - - - - - - -

hereinafter referred to as MORTGAGORS, and THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate, of the State of Maryland, hereinafter referred to as MORTGAGEE.

WHEREAS, the said MORTGAGORS as a condition precedent to said loan have agreed to SHARES-PLAN ☐ A ☐ B ☒ C ☐ GI as herein indicated, and being the holder of -80- shares of unredeemed stock of said body corporate and a member thereof, have received from said body corporate an advance of $ 8,000.00 which is the par value of said shares of stock when fully paid up and completed, in the contemplation of the object and purpose of said Association, and in order to secure the full payment and completion of said shares of stock, said body corporate in accordance with its present constitution and by-laws, said MORTGAGORS have agreed to execute this Mortgage, the execution hereof being a condition precedent to said advance being made by said Association.

WITNESSETH, That for and in consideration of the premises and the sum of One Dollar, the receipt of which is hereby acknowledged, the said MORTGAGORS do hereby grant and convey unto the said MORTGAGEE, its successors and assigns, all that lot of ground, situate, lying and being in **Sharonville, Third Election District of Anne Arundel County, State of Maryland; and described as follows:**

BEING known and designated as Lot No. TWELVE (12), as shown on the Plat of Sharonville, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G -5, Plat 13.

BEING ALSO the same property which the said Mortgagors acquired from Norman J. Phillips and Rosalee Phillips, his wife, by deed of even date herewith and intended to be recorded immediately prior hereto.

Fol. 74 Aug. 1955

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland of 1945 or any amendments thereto; subject, however, to the discretion of the Board of Directors.

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

TO HAVE AND TO HOLD the above described parcel of ground and premises unto and to the use and benefit of the said MORTGAGEE, its successors and assigns, in fee simple.

PROVIDED that the said MORTGAGORS shall make the payments and perform each and every the covenants herein on their respective part to be made and performed, then this Mortgage shall be void.

AND the said MORTGAGORS, for themselves, their heirs, executors, administrators and assigns, covenant with the said MORTGAGEE, its successors and assigns, to pay and perform as follows, viz: to pay to the said MORTGAGEE, its successors and assigns, the monthly sum of $ 40.00 as dues at every regular monthly meeting of said MORTGAGEE until the full sum of the loan shall be repaid; and also pay at the time aforesaid, as interest, the monthly sum of $ 40.00 until the sum of one hundred dollars shall be repaid in monthly dues, then said monthly payments of interest shall be reduced fifty cents, and so on as often as one hundred dollars shall be so repaid in dues, the monthly payments of interest shall be reduced fifty cents; and to pay all public dues, monthly expenses and assessments for which the property hereby mortgaged may become liable when payable; and to pay all fines that may be imposed on him, them or it by said MORTGAGEE, in accordance with the by-laws, and to keep the improvements on said ground fully insured from loss by fire for the use of the MORTGAGEE.

ALL of which payments and covenants shall continue in force until the full sum of money shall be repaid in monthly dues as aforesaid.

AND IT IS AGREED, that until default be made in the premises, the said MORTGAGORS may use and occupy the hereby mortgaged property. But if default be made in the payment of any of the said monthly sums of money, and continue for a period of two months, or in the performance of the covenants or conditions herein mentioned on the part of the said MORTGAGORS; or either of them, then this whole mortgage debt hereby intended to be secured shall be deemed due and demandable, and the said MORTGAGEE, its successors or assigns, or John Demyan, Jr., its authorized Attorney or Solicitor, is hereby empowered to sell the hereby mortgaged property at public auction, and convey the same to the purchaser or purchasers thereof; which sale shall be made upon giving at least twenty days previous notice of the time, place, manner and terms of sale, by advertisement in some newspaper published in Anne Arundel County, and which terms shall be such as the party making the sale shall elect; and the proceeds of such sale, shall be applied first, to the payment of all expenses of the sale, including a fee of fifty dollars and a commission to the party making sale of said property equal to the commission allowed trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; secondly, to the payment of all taxes, insurance, and other public dues charged against said property or debt to the day of sale, then to the payment of all claims and demands of said MORTGAGEE hereunder, whether then matured or not, and the balance to be paid to the said MORTGAGORS or whosoever may be entitled to the same; all in accordance with article No. 66 of the Code of the Public General Laws of Maryland.

AND the said MORTGAGORS for themselves, their heirs, personal representatives and assigns, do hereby covenant and agree that immediately upon the first insertion of the advertisement or notice of sale as aforesaid, under the powers hereby granted, there shall be and become due by them to the party inserting said advertisement or notice, all expenses incident to said advertisement or notice, all Court costs and all expenses incident to the foreclosure proceedings under this mortgage, including a fee of twenty-five dollars and a commission on the total amount of mortgage indebtedness, principal, interest and fines equal to one-half the percentage allowed as commissions to Trustees making the sale under orders or decrees of the Circuit Court for Anne Arundel County in Equity, which said expenses, costs, fees and commission the said MORTGAGORS for themselves, their heirs, personal representatives or assigns do hereby covenant to pay; and the said MORTGAGEE, its successors or assigns, or its Attorney shall not be required to receive the principal and interest only, of said mortgage debt in satisfaction thereof, unless the same be accompanied by a tender of the said expenses, costs, fees, 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, fees and commissions.

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 selected by the said MORTGAGEE, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least $8,000.00 and to cause the policy to be effected thereon, to be so framed or indorsed, as in case of fire, to inure to the benefit of said MORTGAGEE, to the extent of its lien or claim hereunder, and to deliver said policies to said MORTGAGEE, its successors and assigns.

WITNESS the hands and seals of the MORTGAGORS.

TEST:

Fred. W. Kuethe

Joseph R. Malinowski ..... (SEAL)

..... (SEAL)

Hazel C. Malinowski ..... (SEAL)

..... (SEAL)

LIBER 794 PAGE 113

LIBER 95 PAGE 25

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 30th day of October, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Joseph R. Malinowski and Hazel C. Malinowski, his wife - - - - - - - - - - - - - - - and acknowledged the foregoing mortgage to be their act. And at the same time also personally appeared Joseph D. Groh- - - - - - - - - - - - - - - - - - the - - - President of THE GLEN BURNIE SAVINGS AND LOAN ASSOCIATION of Anne Arundel County, Maryland, Mortgagee, and made oath in due form of law, that the consideration named in the aforegoing mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Fred. W. Kuethe

Fred.W.Kuethe Notary Public.

Recorded: November 3, 1953 at 2.45 P.M.

(2)

PURCHASE MONEY
Mortgage

FROM

JOSEPH R. MALINOWSKI, and
HAZEL C. MALINOWSKI, his wife

TO THE

GLEN BURNIE
SAVINGS AND LOAN ASSOCIATION
Of Anne Arundel County.

MORTGAGE ACCOUNT NO. 3088

Recorded for Record 3 Day of Nov. 1953 at 2.45 P.M. [illegible] in Liber [illegible] 794 Fol. 110, Land Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk
Paid 1/50

LAW OFFICE
JOHN DEMYAN, JR.
GLEN BURNIE, MARYLAND

FOR VALUE RECEIVED, The Glen Burnie Savings and Loan Association, of Anne Arundel County, hereby releases the within mortgage.

WITNESS the signature of the President of the said body corporate, and the corporate seal thereof, attested by its secretary, this day of , 19 .

ATTEST:

THE GLEN BURNIE SAVINGS & LOAN ASSOCIATION
OF ANNE ARUNDEL COUNTY, A BODY CORPORATE,

..... Secretary.

By..... President.

LIBER 95 PAGE 26

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE	*	FOR
OF JOSEPH R. MALINOWSKI	*	ANNE ARUNDEL COUNTY
and HAZEL C. MALINOWSKI,	*	NO. 11,464 EQUITY
his wife.	*	

****

STATEMENT OF CLAIM

****

Advanced to Mortgage Loan		$ 8,000.00
Interest from May 31, 1954 to August 31, 1955	$ 640.00	
Paid on Account of Interest	96.80	
Balance due on Interest		543.20
		$ 8,543.20
Paid on Account, to date		91.22
Total amount due under the Mortgage		$ 8,451.98

GLEN BURNIE SAVINGS AND LOAN ASSOCIATION OF ANNE ARUNDEL COUNTY, a body corporate

BY Fred. W. Kuethe

Fred. W. Kuethe - Secretary

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 11th day of August, 1955; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Fred. W. Kuethe, Secretary of The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, and he made oath in due form of law that the aforegoing Statement of Claim or Account is true and correct as shown on the books of the Association.

WITNESS my hand and Notarial Seal.

Amelia H. Tubman

Amelia H. Tubman - Notary Public

AMELIA H. TUBMAN NOTARY PUBLIC ANNE ARUNDEL COUNTY

Filed 24 Aug., 1955.

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No. 11,464 Equity.

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, John Demyan, Jr., as Principal, and Globe Indemnity Company, a body corporate of the State of New York, authorized to do business in the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of 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 21st day of September, 1955.

WHEREAS by virtue of a power of sale contained in a mortgage from Joseph R. Malinowski and Hazel C. Malinowski, his wife, to Glen Burnie Savings & Loan Association bearing date on or about October 30, 1953, the said John Demyan, Jr. is authorized and empowered to make sale of the property described in said mortgage, in case default should be made in the payment of the principal debt secured by said mortgage or of the interest thereon in whole or in part; and Whereas default has been made in the payment of the interest and principal aforesaid, and the said John Demyan, Jr. is about to execute said power and make sale of the property described as aforesaid in said mortgage;

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden John Demyan, Jr. does and shall well and faithfully abide by and fulfill any order or decree which shall be made by any Court of Equity in relation to the sale of such mortgaged property or the proceeds thereof, then the above obligation shall be void and of no effect, otherwise to be and remain in full force and virtue in law.

SIGNED, sealed and delivered in the presence of

Margaret B. Hendrix

Margaret B. Hendrix, as to both

John Demyan, Jr. SEAL
Principal

GLOBE INDEMNITY COMPANY, a body corporate,

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

Approved this 21 Sept, 1955
George T. Cromwell, Clerk

Filed 21 Sept., 1955.

GEORGE SCIBLE - - - LIBER 95 PAGE 28 - - - - - - - Auctioneer

JOHN DEMYAN, JR.
Attorney at Law
16 Crain Highway, S. W.
Glen Burnie, Maryland

MORTGAGE SALE

— OF VALUABLE —

Fee Simple Property

ALL THAT LOT OF GROUND AT SHARONVILLE, THIRD ELECTION DISTRICT OF ANNE ARUNDEL COUNTY, STATE OF MARYLAND.

UNDER and by virtue of the power of sale and authority contained in a Mortgage from Joseph R. Malinowski and Hazel C. Malinowski, his wife, dated October 30, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 794, folio 110, (default having occurred thereunder), the undersigned Attorney named in the Mortgage, will sell at public auction, at the Court House Door (Church Circle Entrance), Annapolis, Maryland; on

WEDNESDAY, SEPTEMBER 21st, 1955

AT 11 O'CLOCK A.M.

ALL that Lot of Ground, situate, lying and being in Sharonville, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

BEING known and designated as Lot No. TWELVE (12), as shown on the Plat of Sharonville, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-5, Plat 13; now Plat Book 24, Folio 3.

BEING ALSO the same property which the said Mortgagors acquired from Norman J. Phillips and Rosalee Phillips, his wife, by deed dated October 30, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 794, folio 108.

IMPROVEMENTS: Frame Bungalow.

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, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments shall be adjusted to date of sale.

JOHN DEMYAN, JR.,
Attorney named in Mortgage.

Filed 21 Sept., 1955.

LIBER 95 PAGE 29

Annapolis, Maryland

September 21st ,1955

THIS IS TO CERTIFY, that I have this 21st day of September ,1955, sold the property described by said advertisement in the Third Election District of Anne Arundel County, and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 794, folio 108 , at and for the sum of Nine Thousand dollars----------
($9,000.00) Dollars, to John T. Phillips & Mae C. Phillips, his wife , they then and there being the highest bidder for said property.

George W. Scible - Auctioneer

WE HEREBY CERTIFY, that WE have this day, September 21st, , 1955; purchased from John Demyan, Jr., Attorney named in the Mortgage, the property situated in Sharonville, Third Election District of Anne Arundel County, and more particularly described in a deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. 794, folio 108 , at and for the sum of Nine Thousand ($9,000.00)Dollars, and do hereby agree to comply with the terms of sale.

John T. Phillips

Mae C. Phillips,

Purchaser

Filed 21 Sept., 1955.

LIBER 95 PAGE 30

IN THE MATTER OF THE	*	IN THE CIRCUIT COURT
MORTGAGED REAL ESTATE OF	*	FOR
JOSEPH R. MALINOWSKI and	*	ANNE ARUNDEL COUNTY
HAZEL C. MALINOWSKI, his wife	*	NO. 11,464 EQUITY

****

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of sale of John Demyan, 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 Joseph R. Malinowski and Hazel C. Malinowski, his wife, to The Glen Burnie Savings and Loan Association of Anne Arundel County, a body corporate, dated October 30, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 794, folio 110; the said John Demyan, 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, at the Court House Door (Church Circle Entrance), Annapolis, Maryland, September 21st-----, 1955, at 11 o'clock A.M. and then and there sold the said property to John T.Phillips and Mae C.Phillips,his wife at and for the sum of Nine Thousand dollars---------- ($ 9,000.00), being at that figure the highest bidder therefor, said property being the following:

All that lot of ground, situate, lying and being in Sharonville, Third Election District of Anne Arundel County, State of Maryland; and described as follows:

> BEING known and designated as Lot No. TWELVE (12), as shown on the Plat of Sharonville, recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod C-5, Plat 13; now Plat Book 24, Folio 3.
>
> BEING the same property which the said Mortgagors acquired from Norman J. Phillips and Rosalee Phillips, his wife, by deed dated October 30, 1953, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 794, folio 108.

Filed 21 Sept; 1955

10

AND the said Attorney further reports that he has received from the 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 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, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses, including sanitary district charges, if any, and all other assessments to be adjusted to date of sale.

AND the said Attorney further states that the said sale was fairly made to the highest bidder, aforesaid.

Respectfully submitted,

John Demyan, Jr.
Attorney named in the Mortgage

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY, that on this 21 day of September, 1955; before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John Demyan, Jr., Attorney named in the 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.

WITNESS my hand and Notarial Seal.

Clemence C. Burwell

Notary Public

//

LIBER 95 PAGE 32

ORDER NISI

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Joseph R. Malinowski and
Hazel C. Malinowski, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,464 Equity

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

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31 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 31 day of October next.

The report states that the amount of sale ~~XXXX~~ was $ 9,000.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 21 Sept., 1955.

In The Matter Of The
Mortgaged Real Estate Of
~~XXXXXX~~
Joseph R. Malinowski and
Hazel C. Malinowski, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 15th day of November, 1955, that the sale made and reported by the 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.

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Filed 15 Nov., 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. 11,464 Equity

In The Matter Of The Mortgaged Real Estate Of JOSEPH R. MALINOWSKI and HAZEL C. MALINOWSKI, his wife.

Ordered, this 21st day of September, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by John Demyan, Jr., Attorney named in the Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 31st day of October next.

The report states that the amount of sale was $9,000.00.

GEORGE T. CROMWELL, Clerk.
True Copy, TEST:
GEORGE T. CROMWELL, Clerk.
o-20

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 4, 1955

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 11,464
Joseph R. Malinowski

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 31st day of October, 1955. The first insertion being made the 29th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Tolgleman

No. M.G. 458

Filed: 12 Nov 1955

LIBER 95 PAGE 34

In the Case of

In the Matter of the
Mortgaged Real Estate
of ~~xxx~~
Joseph R. Malinowski
and
Hazel C. Malinowski, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,464 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. Jicklings
Auditor.

Dr. In the Matter of the Mortgaged Real Estate of Joseph R. Malinowski in ac.
and Hazel C. Malinowski, his wife

To Attorney for Fee, viz:	50	00		
To Attorney for Commissions, viz:	303	48	353	48
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	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	13	89		
Globe Indemnity Co. - bond premium	36	00		
George W. Scible - auctioneer's fee	30	00		
One-half Federal documentary stamps	4	95		
One-half State documentary stamps	4	95		
Amelia H. Tubman - notary fees	1	00	139	79
To Attorney for Taxes, viz:				
1954 State and County taxes and interest	93	12		
Cost of advertising	10	00		
1955 State and County taxes and interest	96	31	199	43
To Glen Burnie Savings & Loan Ass'n of Anne Arundel County, mortgagee - this balance on account mortgage claim	8,398	72	8,398	72
			9,142	92
Amount of mortgage claim filed	8,451	98		
Cr. Amount allowed above	8,398	72		
Balance subject to decree in personam	53	26		

15

with John Demyan, Jr., Attorney named in Mortgage Cr.

1955						
Sept.	21	Proceeds of Sale	9,000	00		
		Interest on deferred payment of $8,500.00 to 12/12/55	116	16	9,116	16
		Refund 1955 State and County taxes ($96.31) - 3 months 10 days	26	76	26	76
					9,142	92

LIBER 95 PAGE 37

ORDER NISI

In the Matter of the Mortgaged Real Estate of ~~VERSUS~~ Joseph R. Malinowski and Hazel C. Malinowski, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,464 Equity.

ORDERED, This 16th 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: 16 Dec 1955 George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 18th 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 ~~Grantee~~ 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 18 1956

LIBER 95 PAGE 38 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 25, 1956

We hereby certify, that the annexed

Order Nisi. Eq. 11,464

Auditor account

Joseph R. Malinowski

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. 5045 By H. Tilghman

Filed FEB 18 1956

18

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,464 Equity

In The Matter Of The Mortgaged Real Estate Of JOSEPH R. MALINOWSKI and HAZEL C. MALINOWSKI, his wife.

Ordered, this 16th 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

LIBER 95 PAGE 39

EVA IRENE SMITH, Severn, Maryland, PLAINTIFF VS. JOHN MICHAEL SMITH, An Infant, 27 Greenway Road, Marley Park, Glen Burnie, Maryland, DEFENDANT	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 10,278 EQUITY

* * * * *

BILL OF COMPLAINT

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Oratrix, complaining, says:

1. That Henry F. Smith, the father of your Oratrix, died testate in the year 1938 seized of three parcels of real estate in the Fourth Election District of Anne Arundel County, namely, a tract containing 43 3/4 acres of land, more or less, acquired by Henry F. Smith and Eveline Smith, his wife, from Bruner Anderson by deed dated January 5, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 51, folio 256, a certified copy of which is filed herewith, marked " Plaintiff's Exhibit A ", and is prayed to be taken as a part hereof; a tract containing one acre of land, more or less, acquired by Henry F. Smith from Carrie M. Sanders, single, by deed dated May 14, 1915, and recorded among the aforesaid Land Records of Anne Arundel County in Liber G.W. No. 118, folio 87, a certified copy of which is filed herewith, marked " Plaintiff's Exhibit B ", and is prayed to be taken as a part hereof; and a tract containing 3.09 acres, more or less, acquired by Henry F. Smith from Isiah Durner and wife by deed dated March 16, 1917, and recorded among the aforesaid Land Records in Liber G.W. No. 137, folio 152, a cer-

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

tified copy of which is filed herewith, marked " Plaintiff's Exhibit C ", and is prayed to be taken as a part hereof.

2. That the aforesaid 43 3/4 acre tract is unimproved; that the one (1) acre tract is improved by a shanty in poor condition; and that the 3.09 acre tract is improved by a dwelling and outbuilding, both in poor condition.

3. That Eveline Smith, the wife of Henry F. Smith, predeceased the said Henry F. Smith, having departed this life in the year 1936.

4. That by the terms of his Last Will and Testament the said Henry F. Smith devised one-half of all of his property, real and personal, to your Oratrix, Eva Irene Smith and devised one-quarter of all of his property, real and personal, to his son, George Layton Smith, and one-quarter of all of his property, real and personal, to his son, Henry Chester Smith. A certified copy of the Last Will and Testament of Henry F. Smith is filed herewith marked " Plaintiff's Exhibit D ", and is prayed to be taken as a part hereof.

5. That Henry Chester Smith died intestate and single in 1944 and the Estate of the said Henry Chester Smith has been administered in the Orphans' Court of Anne Arundel County being No. 6190 Estate.

6. That George Layton Smith died intestate and single on or about October 27, 1948, and letters of administration on the estate of George Layton Smith were granted to your Oratrix on January 18, 1949, by the Orphans Court of Anne Arundel County, being No. 7514 Estate, and the administration of the said Estate has not been completed.

7. That in addition to your Oratrix, Henry Chester Smith, and George Layton Smith, the said Henry F. Smith and Eveline Smith had born unto them one other child, James N. Smith, who died in 1921 intestate, having survived his wife, Cora Smith, and leaving one child, Norman Wesley Smith.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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8. That Norman Wesley Smith married one Clara Virginia Schaaf, now Clara Virginia Mergler, and the said Norman Wesley Smith died intestate in January, 1935, leaving one child born posthumously on February 13, 1935, the Defendant in this case, John Michael Smith.

9. That the said real estate cannot be divided in kind among the parties in interest without loss or injury to their interest, and a sale thereof is necessary and to the best interest and advantage of all the parties, but that none can be made without the aid of this Honorable Court.

TO THE END, THEREFORE:

(a) That a Decree may be passed for the sale of the said real estate.

(b) That the proceeds of said sale may be distributed between your Oratrix and the said John Michael Smith, an infant, according to their respective rights and interests.

(c) That your Oratrix may have such other and further relief as her case may require.

May it please Your Honors to grant unto your Oratrix the Writ of Subpoena directed to the Defendant, JohnMichael Smith, an infant, in care of Clara Schaaf, grandmother, 27 Greenway Road, Marley Park, Glen Burnie, Maryland, commanding and directing him to be and appear in this Court on some 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.

Noah A. Hillman

Noah A. Hillman
Maryland Hotel Building
Annapolis, Maryland

SOLICITOR FOR PLAINTIFF

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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THIS DEED Made this fifth day of January, in the year nineteen hundred and seven; by Bruner Anderson of Anne Arundel County and the State of Maryland,

WITNESSETH: that in consideration of Five Dollars and other good and valuable considerations, the said Bruner R.Anderson does grant and convey unto Henry F. Smith and Eveline Smith, his wife, their assigns, the survivor of them, and the heirs and assigns of the Survivor, All that tract of land Situate in Anne Arundel County that is described as follows:

BEGINNING for the same at a stone planted on the East side of a public road leading from Odenton to Baltimore City, thence running and bounding on said road as follows: North two degrees and forty-five minutes East one hundred and thirty-nine perches, North thirteen degrees East twenty-four and one half perches to a stone now planted on the West side of said road, at the beginning of the fifty second line of a tract of land called the Meadows, thence on said line South twenty-four degrees and fifteen minutes East one hundred and eight and one half perches to a stone planted in said line, thence leaving said line and running North Eighty Seven degrees East nineteen perches to a Chestnut Stump Standing on the West side of a road leading to Baltimore City, thence bounding on and with said road South thirteen degrees West twenty-six perches, South four degrees East twenty one perches; thence leaving said road and running South Seventy Six degrees West Seventy four perches to the place of beginning.

Filed 16 Aug., 1951.
Re-filed 14 Feb., 1952

Containing forty-three acres and three-quarters of land, more or less.

BEING the same land that was conveyed to the said Bruner R. Anderson, by deed bearing even date herewith from Henry F. Smith and wife, said deed to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Examined Exh. 1

Plaintiff's Exhibit A

BEING, also the same tract of land that is described in a deed from James R. Brashears, Trustee, to the said Henry Smith, bearing date October 30, 1905, and is recorded among the Land Records as aforesaid in Liber G. W. No. 46, folio 269.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 any wise appertaining.

TO HAVE AND TO HOLD the tract of land 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 Henry F. Smith and Eveline Smith, his wife, so that they shall hold as tenants by the entireties.

AND the said Bruner R. Anderson hereby covenants that he will warrant specially the property hereby granted and conveyed and that he will execute such other and further assurances of said land as may be requisite.

WITNESS my hand and seal.

TEST: Bruner R. Anderson (SEAL)

Jasper M. Berry, Jr.,

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I Hereby Certify, that on this fifth day of January, in the year Nineteen Hundred and Seven, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared Bruner R. Anderson, and acknowledged the aforegoing Deed to be his act.

AS WITNESS my hand and Seal Notarial.

Jasper M. Berry, Jr.,

(Notary Seal) Notary Public.

Recorded 8 January, 1907.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY that the aforegoing DEED is truly taken

and copied from Liber G. W. No. 51, folio 256, 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 24" day of July, A. D., 1951.

John H. Hopkins 3rd. Clerk.

Rev. Stamp $.50

This Deed Made this 14th day of May, in the year nineteen Hundred and Fifteen, by Carrie M. Sanders, single, of Anne Arundel County, and the State of Maryland.

WITNESSETH, that in consideration of $5.00 dollars and other good and valuable considerations the said Carrie M. Sanders doth grant and convey unto Henry F. Smith, his heirs and assigns,

ALL that lot of ground situate in Anne Arundel County, that is described as follows: that is to say:

BEGINNING: On the east side of the County Road(leading from Severn Station to Clarks Station in Anne Arundel County) where it is intersected by a line parallel to and twelve (12) feet southerly from the Northernmost outline of the whole tract, and running thence on the East side of said Road, South twenty and one and one half(21½)degrees West Two Hundred and ten(210)feet thence parallel with said outline South Sixty two and three fourths(623/4) degrees East one Hundred and ninety-eight (198) feet thence at a right angle thereto North twenty-seven and one fourth (27¼) degrees East two hundred and Nine (209) feet, to intersect said line drawn twelve (12) feet fron the outline, and thence bounding on the same North sixty-two and three fourths (62 3/4) degrees, West two hundred and nineteen (219) feet to the beginning. Containing One (1) acre of land

Filed 16 Aug. 1951
Re-filed 14 Feb, 1952

Being a part of the land that is described in a deed from Joseph B. Clayton and wife to the said Carrie M. Sanders bearing date the 27th day of June, 1913, and recorded among the Land Records of Anne Arundel County in Liber G. W. 98, folio 423 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 any wise appertaining.

To Have And To Hold the land and premises; above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging

Examiner's Folio 2

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Plaintiff's Exhibit B

or appertaining unto and to the proper use and benefit of the said Henry F. Smith, his heirs and assigns in fee simple.

And the said Carrie M. Sanders hereby covenants that she will warrant specially the property hereby granted and and conveyed; and that she will execute such further assurances of said land as may be requisite.

Witness the hand and seal of the said grantor.

Test:

H. Findlay French Carrie M. Saunders (SEAL)

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I hereby certify that on this 14th day of May, 1915, before me, the subscribed, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid,personally appeared Carrie M. Sanders, and acknowledged the aforesaid Deed to be her act.

As witness my hand and Notarial Seal.

(Notary Seal) H. Findlay French

Notary Public

Recorded 18 May 1915.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 118 Folio 87 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 24th day of July A.D., 1951.

John H. Hopkins, 3rd.

John H. Hopkins 3rd., Clerk

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THIS DEED, made this 16th day of March, in the year nineteen hundred and seventeen by Isiah Durner and Addieline Durner, his wife, of Anne Arundel County and the State of Maryland,

Witnesseth, that in consideration of Five Dollars and other good and valuable considerations the receipt of which is hereby acknowledged, the said Isiah Durner and Addieline Durner, his wife, do grant and convey unto Henry F. Smith, his heirs and assigns, in fee simple, all that lot of ground situated in Annne Arundel County that is described as follows, that is to say:

Beginning for the same at a stone now planted on the west side of the public road leading from Clark Station to Baltimore, said stone being one of the boundaries between the lands now owned by the said Henry F. Smith and the lands of the said Isiah Durner; thence running along the west side of the said County road, north twenty three degrees east three hundred and thirty six feet to another stone now planted; thence across the land of the said Isiah Durner and running north eighty nine degrees west five hundred and forty nine feet to the boundary of said Smith's land; thence with Smith's land, south eighteen and one half degrees east three hundred and thirty feet to a stone; thence south eighty nine degrees east three hundred and sixteen feet to the place of beginning. Containing three and nine one hundredths acres of land more or less.

Being a part of the land described in a deed from Bruner R. Anderson to the said Isiah Durner and wife, bearing date December 11th, 1913, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 99, folio 351, 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 land and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging

Filed 16 Aug., 1951. Re-filed 14 Feb., 1952.

Examined & Cpd 3

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Plaintiff's Exhibit C

or appertaining unto and to the proper use and benefit of the said Henry F. Smith, his heirs and assigns, in fee simple.

And the said Isiah Durner and Addieline Durner, his wife, hereby covenant that they will warrant specially the property hereby granted and conveyed; and that they will execute such further assurances of said land as may be requisite.

Witness the hands and seals of the said Grantors.

Test. Isiah Durner (SEAL)

Cora A. DuLaney. Addieline Durner (SEAL)

State of Maryland, Anne Arundel County, to wit:

I hereby certify, that on this 16th day of March, 1917, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Isiah Durner and Addieline Durner, his wife, and each acknowledged the aforegoing Deed to be their respective act.

Witness my hand and Notarial Seal.

(Notary Seal) Cora A. DuLaney, Notary Public.

Recorded 20 March 1917.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber G.W. No. 137 Folio 152 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 24th day of July A.D., 1951.

John H. Hopkins 3rd

John H. Hopkins 3rd., Clerk

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I, Henry F. Smith, of Anne Arundel County and the State of Maryland, being of sound mind, memory and understanding do make, publish, and declare this my last Will and Testament in manner following:-

1. After all my just debts and funeral expenses have been paid I give, devise and bequeath to my daughter, Eva Irene Smith, one-half of all my property of every kind, real and personal, which I may own at the time of my death.

2. I give, devise and bequeath to my sons, George Layton Smith, and Henry Chester Smith, each a one-fourth interest in all my property of every kind, real and personal, which I may own at the time of my death.

I hereby constitute and appoint my son, George Layton Smith, to be executor of this my last Will and Testament and it is my desire that he be excused from giving bond.

Filed 16 Aug., 1951. Re-filed 14 Feb., 1952.

In Testimony of which I have hereby subscribed my name and affix my seal this 29th day of October, 1937.

X
Henry F. Smith (SEAL)

Signed, sealed, published and declared by the above named testator as and for his last Will and Test ment in the presence of us, who at his request, in his presence and in the presence of each other have subscribed our names as witnesses.

Lewis H. Kelly

Willis A. Ray

ANNE ARUNDEL COUNTY, SS:

On the 2nd day of August, 1938, came George Layton Smith and made Oath in due form of law, that he does not know of any Will or Codicil of Henry F. Smith late of said County, deceased, other than the above instrument of writing, and that he found the same among the Testators private papers. "All parties notified." Henry F. Smith departed this life on the 17th day of July, 1938 .

Sworn to before the Subscriber,

Lucy S. Holladay Register of Wills
for Anne Arundel County.

Examiner's Exh. 4

//

Plaintiff's Exhibit D

ANNE ARUNDEL COUNTY, SS:

On the 2nd day of August, 1938, came Louis H. Kelly and Willis A. Ray subscribing witnesses to the aforegoing Last Will and Testament of Henry F. Smith late of said County, deceased, and made oath in due form of law, that they did see the Testator Henry F. Smith 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 of 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 before the subscriber,

Lucy S. Holladay 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 Henry F. Smith late of said County, deceased, and also the evidence adduced as to its validity, orders and decrees this 2nd day of August, 1938, that the same be admitted in this Court as the true and genuine last Will and Testament of the said Henry F. Smith, deceased.

Maynard Carr
Judges: Owain E. Owens
William B. Elliott

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LIBER 95 PAGE 51

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 The Last Will and Testament

of

Henry F. Smith *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 23rd *day of* July *in the year of our Lord, nineteen hundred and fifty* -one.

R Glenn Prout

Register of Wills for Anne Arundel County

LIBER 95 PAGE 52

EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,298 EQUITY
	*	

* * * * *

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of the Plaintiff in the above entitled case respectfully shows unto Your Honors:

1. That the infant Defendant, John Michael Smith, has been duly summoned to appear in this suit.

2. That the said Defendant is a minor and can neither affirm nor deny the allegations of the Bill of Complaint; nor can he file an Answer thereto except by a Guardian Ad Litem.

WHEREFORE, your petitioner prays that a Guardian Ad Litem be appointed to appear for the said infant Defendant and that a member of the Anne Arundel County Bar be designated to serve as counsel to the Guardian Ad Litem.

AND as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioner

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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LIBER 95 PAGE 53

EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
	*	NO. 10,298 EQUITY
DEFENDANT	*	
	*	

* * * * *

ORDER OF COURT

* * * * *

Upon the foregoing Petition it is this 19th day of September, 1951, ORDERED by the Circuit Court for Anne Arundel County, in Equity, that Naomi K. Cox be, and she is hereby, appointed Guardian Ad Litem for John Michael Smith, infant Defendant in the above entitled cause and it is further ORDERED that C. Osborne Duvall be, and he is hereby, appointed counsel for Guardian Ad Litem in the above entitled cause.

Benjamin [illegible]
Judge

Filed 19 Sept. 1951

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
	*	
DEFENDANT		NO. 10,298 EQUITY
	*	

* * * * *

A N S W E R

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of John Michael Smith, infant Defendant, by Naomi K. Cox his Guardian Ad Litem, respectfully shows:

That he is a minor and therefor unable to admit or deny the allegations of the Bill of Complaint in this Court exhibited against him, and he submits his rights to the protection of the Court.

And as in duty bound, etc.

Naomi K. Cox
Naomi K. Cox
Maryland Hotel Building
Annapolis, Maryland

GUARDIAN AD LITEM

C. Osborne Duvall
C. Osborne Duvall
Maryland Hotel Building
Annapolis, Maryland

SOLICITOR FOR GUARDIAN AD LITEM

Filed 19 Sept., 1951

SERVICE OF COPY ADMITTED
September 19 1951
Noah A. Hillman
ATTORNEY FOR Plaintiff

15

O.K.

LIBER 95 PAGE 55

EVA IRENE SMITH,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
JOHN MICHAEL SMITH,	:	ANNE ARUNDEL COUNTY
an infant,	:	No. 10,298 Equity
DEFENDANT	:	
	:	

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

TESTIMONY ON BEHALF OF THE

PLAINTIFF

February 11, 1952

Filed 14 Feb, 1952.

Present: Mr. Noah A. Hillman, Solicitor for Plaintiff.

Mr. C. Osborne Duvall, Solicitor for Guardian Ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses: Eva Irene Smith, pages 2 to 5.

C. Albert Hodges, Jr., pages 5 to 8.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

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Eva Irene Smith, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hillman)

1. State your full name.

A. Eva Irene Smith.

2. Where do you live?

A. Severn, Maryland.

3. Who was Henry F. Smith?

A. My father.

4. When did he die?

A. July 17, 1938.

5. He left a Will, did he?

A. Yes.

6. When your father died, he was the owner of several pieces of property, wasn't he?

A. Three pieces.

(Mr. Hillman: I offer in evidence a certified copy of a deed, marked Plaintiff's Exhibit A, dated January 5, 1907 from Bruner Anderson to Henry F. Smith and wife, duly recorded among the Land Records of Anne Arundel County in Liber G. W. No. 51, folio 256, MARKED EXAMINER'S EX. 1; a certified copy of a deed, marked Plaintiff's Exhibit B, dated May 14, 1915, from Carrie M. Sanders to Henry F. Smith, duly recorded as aforesaid in Liber G. W. 118, folio 87, MARKED EXAMINER'S EX. 2; and a certified copy of a deed, marked Plaintiff's Exhibit C, dated March 16, 1917, duly recorded as aforesaid in Liber G. W. No. 137, folio 152, MARKED EXAMINER'S EX. 3)

7. Where is this property located?

A. On the Old Annapolis Road between Delmont and Severn. It is on the State Road between Odenton and up towards the corner in the Fourth District of Anne Arundel County.

8. How long have you lived there on the property?

A. About 42 years.

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9. Who was Eveline Smith?

A. My mother.

10. Did she die before your father?

A. Yes on February 5, 1936.

11. I show you a certified copy of the Last Will and Testament of Henry F. Smith and ask you to identify it?

A. That is his Will.

(CERTIFIED COPY OF LAST WILL AND TESTAMENT OF HENRY F. SMITH FILED AS PLAINTIFF'S EXHIBIT D, MARKED EXAMINER'S EXHIBIT 4)

12. Under this Will your father devised one half of all of his property to you and one quarter to George Layton Smith and one quarter to Henry Chester Smith?

A. Yes.

13. Is George Layton Smith living?

A. No.

14. Is Henry Chester Smith?

A. No, both of them are dead.

15. When did Henry Chester Smith die?

A. April 4, 1944.

16. Did he leave a Will?

A. No.

17. Has his estate been administered?

A. My brother, George, administered his estate.

18. In the Orphans Court for Anne Arundel County?

A. Yes.

19. Was Henry single or married?

A. Single.

20. When did George Layton Smith die?

A. October 27, 1948.

21. Did he leave a Will?

A. No.

22. Was he single or married?

A. Single.

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23. You have been granted letters of administration on his estate?

A. Yes.

24. Was there another brother?

A. James Norman Smith; he wasn't mentioned in the Will.

25. When did he die?

A. 1921.

26. Did he leave a will or die intestate?

A. He left no Will.

27. Did he leave anyone surviving him?

A. One boy, 10 years old.

28. What is his name?

A. Norman Wesley Smith.

29. Did he have a wife?

A. His wife died before he did.

30. What was his wife's name?

A. Core Smith.

31. Core Smith, the wife of James Smith, died before James Smith?

A. Yes.

32. Did he leave any other children surviving him?

A. He only had one child.

33. This child, Norman Wesley Smith, married, did he not?

A. Yes.

34. Whom did he marry?

A. Clara Virginia Schaff.

35. She is now remarried, isn't she?

A. Several times.

36. Her name is now Clara Virginia Mergler?

A. Yes.

37. Norman Wesley Smith was your nephew?

A. Yes.

38. Did he die without leaving a Will?

A. Yes.

39. When did he die?

A. January 29, 1935.

40. Was there a child born to Norman Wesley Smith?

A. Yes, 13 February, 1935.

41. Was that his only child?

A. Yes.

42. What is his name?

A. James Michael Smith.

43. He is your grand nephew?

A. Yes.

44. Do you believe that the real estate in this case can be divided equally and in kind among those parties in interest without loss or injury?

A. No I don't think so.

45. What do you think should be done?

A. Sell the property and divide the proceeds.

46. Is it to the best interest of John Michael Smith, infant, that the property be sold and the proceeds divided?

A. Yes it is.

(Mr. Klawans)

To the General Question under the Rule the witness answers: "I would like to have it sold on the property; I think it would bring a better price."

Eva Irene Smith

****

C. Albert Hodges, Jr. a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Hillman)

1. State your name and address?

A. Charles Albert Hodges, Jr., Weems Creek, Annapolis, Md., Business address, 69 Maryland Avenue.

2. What business are you in?

A. Real estate and insurance.

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

A. Since September 6, 1946.

4. Do you have occasion in connection with your real estate business to appraise properties in Anne Arundel County?

A. Yes.

5. Have you had much experience at it?

A. Considerable.

6. Have you ever bought, sold and appraised farm properties in Anne Arundel County?

A. Yes.

7. Have you had occasion to examine the three tracts of land involved in this case?

A. Yes.

8. State what you saw and the value of the property you placed thereon?

A. This piece of property is divided into three parcels located at Severn, Maryland. The first piece is on the west side of the Odenton-Severn Highway and consists of 1.85 acres. It was originally a part of the whole tract of 40.89 acres which has been separated from the rest of the tract by a road passing through. There are no improvements on this piece. It is grown up and hilly. This is part of the property described in the deed recorded in Liber G. W. No. 51, folio 256.

9. What is the fair market value of that piece?

A. $200.00 an acre or $370.00 for the 1.85 acres. Parcel No. 2 consists of 39.04 acres; there is a house and 4 outbuildings on this property. The dwelling is frame, clapboard on stone and concrete foundation, measuring 18.1 feet by 36.7 feet and is in a very poor state of repair; 2½ story building, approximately 40 years old. There is no heating system in it; the general condition is poor; there is no running water, toilet facilities or basin; heat is furnished by coal stove in the kitchen; it has an unfinished attic, access by a trap door by a handmade ladder. Outbuilding No. 1 is in the immediate rear of the house and is used for storage. It is frame with an "A" roof and is in good condition, approximately about 10 years old, 12 feet by 14.2 feet, board construction and is built on very good brick sills, frame floor, 8 feet tall with 4½ feet above this level to the peak of the roof. Outbuilding #2 is immediately in the rear

of outbuilding No. 1 and was formerly used as a corn crib and stable; the main section is frame on brick sills, 11 feet by 19.3 feet and is 6 feet in height, "A" roof 3 feet to its peak; built about its 6 foot level, attached to one side, another section used as stable with sloping roof; this section is nearly collapsed; 16 feet by 19.3 feet wide; height of loft 8 feet; this building is of very little value. Outbuilding No. 3 is in the rear of Outbuilding No. 2 and is a tobacco barn, 16.28 feet by 20.4 feet, "A" roof 4 feet to the peak, in fair condition.

10. What is the fair market value of parcel No. 2 with the dwelling and three outbuildings?

A. As a farm it has very little value and because of the particular character of the land it lends itself perfectly to a development; its location is ideal from a standpoint it is on a hard surface road--the Severn-Odenton Road--as well as the other side being a macadam road known as Clark Station Road; taking this into consideration, I have had to appraise it according to sections. The first 10 acres of land fronting on the Odenton-Severn Road, $300.00 an acre or a total of $3000.00. The second 10 acres of land immediately behind the above mentioned 10 acres, valued at $200.00 an acre, giving a total value there of $2000.00; then by going over on Clark Station Road, 2½ acres fronting on Clark Station Road, valued a $250.00 an acres, total $650.00; immediately behind that another 2½ acre valued at $150.00 an acre, total $375.00; leaving a remaining area in the center of 14.04 acres, which I value at $100.00 an acre. The dwelling I value at $1000.00 and the three outbuildings at $50.00 a piece. The total for Parcel No. 2 is $8554.00.

Parcel No. 3 consists of 3.13 acres, fronting on Clark Station Road. This property has one outbuilding No. 4, frame construction,used as a chicken house; 8.4 feet by 16.5 feet with a sloping roof 7 feet high in the rear, 10 feet high in the front,, a partial glass door, in poor condition. I appraise that at $250.00 an acres, which total $782.50 and the outbuilding at $50.00.

Parcel No. 4 consists of one acre of land facing west on the Clark Station Road on the east side, fronting 2.10 feet on this road, improved

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by a building originally used as a picker shanty. This house is 20.5 feet by 16.4 feet and consists of an unfinished room on each of two floors, frame, and in poor condition. I appraise this picker shanty at $100.00 and the acre of land at $250.00. The total appraisals of the four parcels is $10,106.50.

11. What would you say is the highest use this land can be used for?

A. It would make an ideal development. It lays perfectly near the Friendship Airport, near Fort Meade; there is a commercial establishment immediately adjacent to this piece of land; the terrain is perfect, all you would have to do is build roads; the property is surrounded by two hard surface roads and there are no low areas.

12. Do you believe tha land can be divided equally without injury or loss to the parties in interest?

A. Definitely not.

13. What do you think should be done?

A. It should be sold and the proceeds divided.

14. Would that be to the best advantage of the infant?

A. Yes because of the income it will produce.

(Mr. Klawans)

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

C. Albert Hodgson

****

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

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

Examiner (SEAL)

E. K. $10.00
K.H.McC. $8.00

LIBER 95 PAGE 64

EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,298 EQUITY
	*	

* * * * *

P E T I T I O N

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Eva Irene Smith, Plaintiff in the above captioned case, by Noah A. Hillman, her Solicitor, respectfully represents unto Your Honors:

1. That part of the real estate mentioned in the proceedings filed to effect a partition of said real estate consists of a one acre tract of land located on the East side of Clark's Station Road at Severn which property was conveyed to Henry F. Smith by Carrie M. Sanders by deed dated May 14, 1915 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 118, folio 87. A certified copy of said deed was filed with the Bill of Complaint in this case marked " Plaintiff's Exhibit B ".

2. That said acre of ground is improved by a tenant house approximately twenty and one-half feet by sixteen and one-half feet, frame construction consisting of one room on the first floor and one room on the second floor.

3. That the improvements of this acre of ground are in very poor condition as indicated by the testimony of C. Albert Hodges, Jr., in this case and by the appraisal of Fred E. Voges, a Realtor of Annapolis, Maryland, which is filed with this Petition.

Filed 14 Apr., 1952

NOAH A. HILLMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

4. That this property and the improvement thereon was appraised by the witness, C. Albert Hodges, Jr., in the amount of three hundred fifty ($ 350.00) dollars in testimony produced in this case. That an independent appraisal was obtained from the said Fred E. Voges on March 20, 1952 and his appraisal of the one acre of ground and improvement was four hundred ($400.00) dollars. The original written appraisal submitted by Fred E. Voges is filed herewith marked " Petitioner's Exhibit 1 " and is prayed to be taken as a part hereof.

5. That your petitioner has lived on the property which is subject to these proceedings most of her life and desires to maintain a home in the neighborhood where this property is located.

6. That your petitioner, Eva Irene Smith, submits to the Court a bid of six hundred ($ 600.00) dollars for the purchase of the aforesaid one acre tract together with the improvement thereon.

AND as in duty bound, etc.

/ Eva Irene Smith
Petitioner

Noah A. Hillman
Solicitor for Petitioner

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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A P P R A I S A L

SUBJECT: A portion of the property of George Layton Smith and Henry and Eva I. Smith, situated at Severn, Anne Arundel County, Maryland, fronting on Clark's Station Road. This property is known as Parcel No. 4 as shown on the revised Plat by James D. Hicks, County Surveyor of Anne Arundel County, Maryland, dated February 1952, and contains one acre more or less. This property was acquired by Deed recorded among the Land Records of Anne Arundel County in G.W. 118, folio 87.

Filed 14 Apr., 1952.

This parcel consists of one acre of land, more or less, fronting a distance of 210 feet on the east side of Clark's Station Road and having a uniform depth of 210 feet. The improvements consist of an old tenant house, approximately 20 feet 6 inches by 16 feet 6 inches. This house is of two story frame construction with one room on each floor. The interior is completely unfinished, there are no modern conveniences and the general condition of the premises is very poor.

The parcel under consideration is of little market value, being separated from the remaining property of the owners and being on Clark's Station Road instead of on the main Fort Meade Road.

In my opinion the market value of this Parcel is as follows:

One acre at $250.00	$250.00
Dwelling	150.00
Total Appraised Value	$400.00

Fred E. Voges

FRED E. VOGES,
APPRAISER.

March 20, 1952

Petitioner's Exhibit 1

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LIBER 95 PAGE 67

EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,298 EQUITY

* * * * *

D E C R E E

* * * * *

Filed 15th April, 1952

This cause standing ready for hearing and being submitted the Bill, Answer and all other proceedings were by the Court read and considered; and it appearing that the infant Defendant has appeared in this proceeding and answered by guardian ad litem appointed by this Court; and it further appearing that the several parcels of real estate mentioned in this proceeding cannot be divided in kind among the parties in interest without loss or injury to their interests and further, that it would be to the advantage and benefit of all concerned that the real estate mentioned be sold; and finally, it appearing to the Court that the offer made by Eva Irene Smith for the one acre tract of land mentioned in this proceeding is in excess of the fair market value of the property as determined by two experienced appraisers of real estate, it is thereupon this 15th day of April, 1952, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all of the real estate described in this proceeding be sold and that Noah A. Hillman and C. Osborne Duvall be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

1. 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

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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approved by the Clerk of this Court, in the penalty of Twelve 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.

2. They shall proceed to make the sale to Eva Irene Smith, of the one acre lot of ground described in this proceeding, for cash.

3. They shall likewise proceed to make sale of the other tracts of land, having first given at least three weeks previous notice by publication in some newspaper published in Anne Arundel County and such other notice that they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of one thousand ($ 1,000.00) dollars at time of sale, balance of the purchase price to be paid in cash on final ratification of such sale by this Court, or all cash at the option of the purchaser, deferred payment to bear interest from the day of sale; taxes and other public charges to be adjusted to the date of settlement which shall be promptly upon ratification of the sale; the Trustees shall offer the several parcels of land separately, and then as a whole, and sell the same in the manner producing the highest amount; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale or sales to the best advantage and upon the terms hereinabove set forth.

4. And as soon as may be convenient after 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 sales annexed. Upon ratification of such sales by this Court, and on the payment of the whole purchase money (and not before) the said Trustees by good and sufficient deeds to be executed and acknowledged agreeably to Law, shall convey to the purchasers of said properties to 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.

NOAH A. HILLMAN
ATTORNEY AT LAW
NAPOLIS, MARYLAND

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

Judge

NOAH A. HILLMAN
ATTORNEY AT-LAW
ANNAPOLIS, MARYLAND

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LIBER 95 PAGE 70

EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,298 EQUITY
	*	

* * * * *

P E T I T I O N

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Noah A. Hillman and C. Osborne Duvall, Trustees, represents unto Your Honors:

1. That heretofore on April 15, 1952 a Decree was passed in the above entitled cause appointing your Petitioners Trustees to make sale of certain real estate mentioned in said proceedings.

2. That by the third paragraph of said Decree provision was made that a deposit of one thousand ($ 1,000.00) dollars was to be procured by your Petitioners at the time of sale. By the same paragraph of said Decree your Petitioners were directed to offer the three separate parcels mentioned in the case separately and then as an entirety and to sell the same in the manner producing the highest amount.

3. That it is evident to your Petitioners that two tracts of land subject to be sold as aforesaid namely, a tract containing 1.85 acres unimproved and a tract containing 3.13 acres improved by a frame chicken house are not likely to bring one thousand ($ 1,000.00) dollars if sold separately.

4. That your Petitioners believe that the Decree should be amended to provide for a smaller payment by the purchaser at the time of sale to cover the eventuality of the parcels being sold separately.

Filed 24 Apr., 1952.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

TO THE END, THEREFORE:

That the Decree of this Court of April 15th may be amended to provide different terms of sale as set forth above.

AND AS IN DUTY BOUND, ETC.

Noah A. Hillman

Richard Duvall

Trustees

Petitioners

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 95 PAGE 72

EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,298 EQUITY
	*	

* * * * *

AMENDED DECREE

* * * * *

This cause standing ready for hearing and being submitted the Bill, Answer and all other proceedings were by the Court read and considered; and it appearing that the infant Defendant has appeared in this proceeding and answered by guardian ad litem appointed by this Court; and it further appearing that the several parcels of real estate mentioned in this proceeding cannot be divided in kind among the parties in interest without loss or injury to their interests and further, that it would be to the advantage and benefit of all concerned that the real estate mentioned be sold; and finally, it appearing to the Court that the offer made by Eva Irene Smith for the one acre tract of land mentioned in this proceeding is in excess of the fair market value of the property as determined by two experienced appraisers of real estate, it is thereupon this 25th day of April, 1952, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that all of the real estate described in this proceeding be sold and that Noah A. Hillman and C. Osborne Duvall be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

1. 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

Filed April 25, 1952.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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approved by the Clerk of this Court, in the penalty of twelve thousand ($ 12,000.00) dollars, conditioned for the faithful performance of the trust reposed in them by this Decree, or which may be reposed in them by any future Order or Decree in the premises.

2. They shall proceed to make the sale to Eva Irene Smith, of the one acre lot of ground described in this proceeding, for cash.

3. They shall likewise proceed to make sale of the other tracts of land, having first given at least three weeks previous notice by publication in some newspaper published in Anne Arundel County and such other notice that they may think proper, of the time, place, manner and terms of sale, which terms shall be as follows: A deposit of two hundred fifty ($ 250.00) dollars shall be paid by the purchaser at the time of sale for the tract containing 1.85 acres, two hundred fifty ($ 250.00) dollars shall be paid at the time of sale by the purchaser for the tract containing 3.13 acres and one thousand ($ 1,000.00) dollars shall be paid at the time of sale by the purchaser for the tract containing 39.04 acres, fifteen hundred ($ 1500.00) dollars to be paid at the time of sale by the purchaser if the three tracts shall be sold as an entirety, balance of the purchase price to be paid in cash on final ratification of such sale by this Court, or all cash at the option of the purchaser, deferred payment to bear interest from the day of sale; taxes and other public charges to be adjusted to the date of sale; the Trustees shall offer the several parcels of land separately, and then as a whole, and sell the same in the manner producing the highest amount; and if not sold at public sale on the day so advertised, the said Trustees shall proceed to make sale or sales to the best advantage and upon the terms hereinabove set forth.

4. And as soon as may be convenient after 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 sales annexed. Upon ratification of such sales by this Court, and on the payment

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

of the whole purchase money (and not before) the said Trustees by good and sufficient deeds to be executed and acknowledged agreeably to Law, shall convey to the purchasers of said properties to 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.

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

Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 95 PAGE 75

Bond No. 477812

Equity No. 10,298

KNOW ALL MEN BY THESE PRESENTS, that Noah A. Hillman and C. Osborne Duvall, of Annapolis, Anne Arundel County, Maryland and GREAT AMERICAN INDEMNITY COMPANY, a corporation organized and existing 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 TWELVE THOUSAND ($ 12,000.00) DOLLARS, to be paid to the State of Maryland or its certain attorney, to which payment well and truly to be made, we bind ourselves and each of us and each of our heirs, executors, administrators or assigns, jointly and severally, firmly by these presents.

SEALED WITH OUR SEALS AND DATED THIS 23rd day of April, 1952.

Filed 8 May, 1952.

WHEREAS, the above bounden Noah A. Hillman and C. Osborne Duvall, by virtue of a decree of the Circuit Court of Anne Arundel County, Maryland, having been appointed trustees to sell certain real estate in connection with the case of Eva Irene Smith vs. John Michael Smith, an infant, such appointment being made as of April 15, 1952.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the above bounden Noah A. Hillman and C. Osborne Duvall do and shall well and faithfully perform the trust reposed in them by the said decree or that which may be reposed in them by any future decree or order in the premises, then the above obligation will be void; otherwise, to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

Naomi K. Coy

Noah A. Hillman (SEAL)

C. Osborne Duvall (SEAL)

GREAT AMERICAN INDEMNITY COMPANY

By:

Naomi K. Coy

C. Robert Hobbs (SEAL)
Attorney-in-Fact

APPROVED: this 8 May, 1952.

John H. Hopkins, 3rd, Clerk.

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LIBER 95 PAGE 76

EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,298 EQUITY

* * * * *

PRIVATE

REPORT OF SALE

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Noah A. Hillman and C. Osborne Duvall, Trustees, appointed by the decree 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, they did pursuant to said decree, make sale of the one acre tract of land conveyed to Henry F. Smith by Carrie M. Sanders by deed dated May 14, 1915, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 118, folio 87, together with improvements, to Eva Irene Smith for the sum of six hundred ($ 600.00) dollars, which said sum was offered to said Trustees by the said Eva Irene Smith by petition heretofore filed in these proceedings and approved by this Honorable Court in its decree passed in the premises, which said sum has been secured to the satisfaction of the said Trustees.

All of which is respectfully submitted.

Noah A. Hillman

C. Osborne Duvall

Trustees

Filed 12 June, 1952.

NOAH A. HILLMAN
ATTORNEY AT LAW
NNAPOLIS, MARYLAND

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STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 12 day of June, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NOAH A. HILLMAN and C. OSBORNE DUVALL, Trustees, 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.

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 95 PAGE 78

EVA IRENE SMITH

versus

JOHN MICHAEL SMITH,
an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,298 Equity

Ordered, this 12 day of June, 19 52, That the sale of the Property in these Proceedings mentioned, made and reported by Noah A. Hillman and C. Osborne Duvall, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of July next.

The report states that the amount of sales to be $ 600.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 12 July, 1952.

EVA IRENE SMITH

versus

JOHN MICHAEL SMITH,
an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 22d day of July, 1952, that the private sale made and reported by the Trustees aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed 22 July, 1952.

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

TRUSTEE'S SALE

OF VALUABLE

FEE SIMPLE PROPERTY

(Suitable for Development)

SITUATE IN THE FOURTH ELECTION DISTRICT OF
ANNE ARUNDEL COUNTY, MARYLAND

Under and by virtue of the Amended Decree of the Circuit Court for Anne Arundel County, in Equity, dated April 25, 1952, passed in a cause in said Court pending, in which Eva Irene Smith is plaintiff and John Michael Smith, an infant, is Defendant, known as No. 10,298 Equity, the undersigned Trustees will offer for sale on the premises, on

Monday, June 9th, 1952

AT 10:00 O'CLOCK, A.M.

All those parcels of ground and improvements situate in Anne Arundel County near Severn on Clark Station Road and Odenton to Baltimore Road and described as follows:

FIRST: BEGINNING for the same at an old stone here found on the northwesternmost side of the 30-foot County Road leading from Severn to Clarke Station; said point of beginning is North 58 degrees 05 minutes 30 seconds West 31.06 feet from an old stone here found which marks the northernmost boundary of that conveyance by deed dated May 14, 1915, from C. M. Sanders to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G. W. 118, Folio 87; thence from the point of beginning so fixed and with the northernmost side of said County Road, North 23 degrees 46 minutes 50 seconds East 339.00 feet to an iron bar in an old stone here found, thence leaving said road, North 88 degrees 21 minutes 10 seconds West 551.17 feet to an iron pipe here set in the third (3) line of that conveyance by deed dated January 5, 1907, from Bruner Anderson to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G. W. 51, Folio 256, thence with part of said third (3) line as now corrected for magnetic declination South 17 degrees 10 minutes 30 seconds East 331.75 feet to an old stone here found, thence with the fourth (4) line of the aforementioned conveyance from Anderson to Smith, corrected as aforesaid South 88 degrees 21 minutes 10 seconds East 316.42 feet to the point of beginning.

Containing 3.13 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor, Anne Arundel County, in February, 1952.

Being the same parcel of land in that conveyance by deed dated March 16, 1917, from Isiah Durner to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G. W. 137, Folio 152.

Improved by a small frame chicken house.

SECOND: BEGINNING for the second at an old stone here found on the northwesternmost side of the 30-foot County Road leading from Severn to Clarke Station; said point of beginning is North 58 degrees 05 minutes 30 seconds West 31.06 feet from an old stone here found which marks the northernmost boundary of that conveyance by deed dated May 14, 1915, from C. M. Sanders to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G. W. 118, Folio 87; thence from the point of beginning so fixed and with the northwesternmost side of said County Road, the three chords of an irregular curve to the left South 22 degrees 25 minutes 20 seconds West 210.12 feet South 19 degrees 16 minutes 10 seconds West 141.17 feet, and South 6 degrees 03 minutes 10 seconds West 433.81 feet to an iron pipe here set, thence leaving said road South 83 degrees 04 minutes 30 seconds West 1,183.02 feet to an iron pipe set on the southeasternmost side of the State Highway 60 feet wide, leading from Odenton to Baltimore, thence with said Highway a chord of an irregular curve to the left, North 8 degrees 43 minutes 00 seconds East 126.99 feet, thence North 8 degrees 09 minutes 00 seconds East 1,155.63 feet, thence still with said Highway, five chords of an irregular curve to the right, North 11 degrees 46 minutes 20 seconds East 230.84 feet, North 15 degrees 34 minutes 50 seconds East 203.23 feet, North 20 degrees 23 minutes 40 seconds East 265.55 feet, North 25 degrees 31 minutes 10 seconds East 211.64 feet, North 29 degrees 39 minutes 30 seconds East 242.18 feet to an iron pipe set at the intersection formed by the southeasternmost side of said Highway with the third or (South 24 degrees 15 minutes East 108½ perches line) of the whole tract, thence with part of said third line, as now corrected for magnetic declination, South 17 degrees 10 minutes 30 seconds East 1,497.70 feet to an old stone here found, thence South 88 degrees 21 minutes 10 seconds East 316.42 feet to the point of beginning.

Filed 12 June, 1952.

Containing 39.04 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, Anne Arundel County, in February, 1952.

Being part of the same parcel of ground in that conveyance from Bruner Anderson to Henry F. Smith by deed dated January 5, 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. 51, Folio 256.

SAVING AND EXCEPTING therefrom the two following conveyances to the State Roads Commission and recorded among the Land Records of Anne Arundel County in Liber F. S. R. 114, Folio 36, and Liber J. H. H. 244, Folio 216.

Improved by a six-room frame dwelling, two outbuildings and a tobacco barn.

THIRD: BEGINNING for the first at an iron pipe here set at the intersection formed by the northwesternmost side of the 60-foot State Highway leading from Odenton to Baltimore with the third line of that conveyance by deed dated January 5, 1907, from Bruner Anderson to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G. W. 51, Folio 256, said point of beginning is North 17 degrees 10 minutes 30 seconds West 1,574.42 feet from an old stone found at the end of the aforementioned third line, thence from the point of beginning so fixed and with the northwesternmost side of the aforementioned State Highway, a series of the following four chords of an irregular curve to the left; South 34 degrees 16 minutes 30 seconds West 75.30 feet, South 29 degrees 39 minutes 20 seconds West 242.18 feet, South 25 degrees 31 minutes 10 seconds West 211.64 feet and South 20 degrees 23 minutes 40 seconds West 208.24 feet to an iron pipe here set, thence leaving said State Highway and with the easternmost side of the old public road, leading from Odenton to Baltimore, a chord of an irregular curve to the right, North 8 degrees 32 minutes 40 seconds East 503.63 feet to an iron pipe here set, thence North 24 degrees 09 minutes 00 seconds East 435.34 feet to an iron pipe here set on the westernmost side of said road, thence with part of the aforementioned third line, now corrected for declination South 17 degrees 10 minutes 30 seconds East 247.47 feet to the point of beginning.

Containing 1.85 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor, Anne Arundel County, in February, 1952.

Being part of the conveyance from Bruner Anderson to Henry F. Smith by deed dated January 5, 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. 51, Folio 256.

This parcel is unimproved.

The above parcels of land, with improvements, will be offered separately and bids reserved, and then will be offered as an entirety, and will be sold in the manner producing the highest price.

TERMS OF SALE: A deposit of two hundred fifty ($250.00) dollars of the purchase money will be required of the purchaser of the tract containing 3.13 acres, more or less, at the time of sale, or all cash at the option of the purchaser; a deposit of one thousand ($1,000.00) dollars of the purchase money will be required of the purchaser of the tract containing 39.04 acres, more or less, at the time of sale, or all cash at the option of the purchaser; a deposit of two hundred fifty ($250.00) dollars of the purchase money will be required of the purchaser of the tract containing 1.85 acres, more or less, at the time of sale, or all cash at the option of the purchaser; a deposit of fifteen hundred ($1,500.00) dollars of the purchase money will be required of the purchaser at the time of sale if all three parcels shall be sold as an entirety, or all cash at the option of the purchaser. Deferred payment to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustees.

Taxes and other public charges to be adjusted to the date of sale. Settlement to be immediately upon ratification of sale.

For further particulars and plat see undersigned.

NOAH A. HILLMAN,
C. OSBORNE DUVALL, Trustees,
Maryland Hotel Building,
Annapolis, Maryland.

" Exhibit No. 1 with Report of Sale "

40

Filed: 13 June, 1952

($15,100.00)

~~We~~

This is to certify that I have this day purchased at public auction from Noah A. Hillman and C. Osborne Duvall, Trustees, the property described herein at and for the sum of fifteen thousand one hundred Dollars and I, ~~We~~, hereby agree to comply with the terms of the sale.

Witness my, ~~our~~, hands and seal this 9th day of June, 1952.

Witness:

Lewis H Kelly. Louis Brodsky (SEAL)

(SEAL)

This is to certify that I have this day sold at public auction for Noah A. Hillman and Co.Osborne Duvall, Trustees, the property herein described to LOUIS BRODSKY at and for the sum of fifteen thousand one hundred Dollars he, they, being at that price the highest bidder therefor.

Witness my hand and seal this 9th day of June, ~~19~~ 1952.

Witness:

Lewis H Kelly. George W. Scible (SEAL)

George W. Scible, Auchioneer

EVA IRENE SMITH,	*	IN THE
PLAINTIFF	*	CIRCUIT COURT
VS.	*	FOR
JOHN MICHAEL SMITH, an infant,	*	ANNE ARUNDEL COUNTY
DEFENDANT	*	NO. 10,298 EQUITY

* * * * *

PUBLIC

REPORT OF SALE

* * * * *

Filed 12 June, 1952.

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Report of Noah A. Hillman and C. Osborne Duvall, Trustees, appointed by the decree 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 his trust, as required by said decree, and giving notice of the terms, place, and manner of sale by advertisements in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, they did pursuant to said notice attend on the premises, on Monday, the 9th day of June, 1952, at ten o'clock A.M., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say:

> All those parcels of ground and improvements situate in Anne Arundel County near Severn on Clark Station Road and Odenton to Baltimore Road and described as follows:
>
> FIRST: Beginning for the same at an old stone here found on the northwesternmost side of the 30 foot County Road leading from Severn to Clarke Station; said point of beginning is North 58 degrees 05 minutes 30 seconds West 31.06 feet from an old stone here found which marks the northernmost boundary of that conveyance by deed dated May 14, 1915; from C. M. Sanders

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G.W. 118, folio 87; thence from the point of beginning so fixed and with the northernmost side of said County Road, North 23 degrees 46 minutes 50 seconds East 339.00 feet to an iron bar in an old stone here found, thence leaving said road, North 88 degrees 21 minutes 10 seconds West 551.17 feet to an iron pipe here set in the third (3) line of that conveyance by deed dated January 5, 1907, from Bruner Anderson to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G.W. 51, folio 256, thence with part of said third (3) line as now corrected for magnetic declination South 17 degrees 10 minutes 30 seconds East 331.75 feet to an old stone here found, thence with the fourth (4) line of the aforementioned conveyance from Anderson to Smith, corrected as aforesaid South 88 degrees 21 minutes 10 seconds East 316.42 feet to the point of beginning.

Containing 3.13 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor, Anne Arundel County, in February, 1952.

Being the same parcel of land in that conveyance by deed dated March 16, 1917, from Isiah Durner to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G.W. 137, folio 152.

Improved by a small frame chicken house.

SECOND: Beginning for the second at an old stone here found on the northwesternmost side of the 30 foot County Road leading from Severn to Clarke Station; said point of beginning is North 58 degrees 05 minutes 30 seconds West 31.06 feet from an old stone here found which marks the northernmost boundary of that conveyance by deed dated May 14, 1915, from C. M. Sanders to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G.W. 118, folio 87; thence from the point of beginning so fixed and with the northwesternmost side of said County Road, the three chords of an irregular curve to the left South 22 degrees 25 minutes 20 seconds West 210.12 feet South 19 degrees 16 minutes 10 seconds West 141.17 feet, and South 6 degrees 03 minutes 10 seconds West 433.81 feet to an iron pipe here set, thence leaving said road South 83 degrees 04 minutes 30 seconds West 1,183.02 feet to an iron pipe set on the southeasternmost side of the State Highway 60 feet wide, leading from Odenton to Baltimore, thence with said Highway a chord of an irregular curve to the left, North 8 degrees 43 minutes 00 seconds East 126.99 feet, thence North 8 degrees 09 minutes 00 seconds East 1,155.63 feet, thence still with said Highway five chords of an irregular curve to the right, North 11 degrees 46 minutes 20 seconds East 230.84 feet, North 15 degrees 34 minutes 50 seconds East 203.23 feet, North 20 degrees 23 minutes 40 seconds East 265.55 feet, North 25 degrees 31 minutes 10 seconds East 211.64 feet, North 29 degrees 39 minutes 30 seconds East 242.18 feet to an iron pipe set at the intersection formed by the southeasternmost side of said Highway with the third or (South 24 degrees 15 minutes East 108½ perches line) of the whole tract, thence with part of said third line, as now corrected for magnetic declination, South 17 degrees 10 minutes 30 seconds East 1,497.70 feet to an old stone here found, thence South 88 degrees 21 minutes 10 seconds East 316.42 feet to the point of beginning.

Containing 39.04 acres of land, more or less, according to a survey and plat made by James D. Hicks, County Surveyor, Anne Arundel County, in February, 1952.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Being part of the same parcel of ground in that conveyance from Bruner Anderson to Henry F. Smith by deed dated January 5, 1907, and recorded among the Land Records of Anne Arundel County in Liber G. W. 51, folio 256.

SAVING AND EXCEPTING therefrom the two following conveyances to the State Roads Commission and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 114, folio 36 and Liber J.H.H. 244, folio 216.

Improved by a six-room frame dwelling, two outbuildings and a tobacco barn.

THIRD: Beginning for the first at an iron pipe here set at the intersection formed by the northwesternmost side of the 60 foot State Highway leading from Odenton to Baltimore with the third line of that conveyance by deed dated January 5, 1907, from Bruner Anderson to Henry F. Smith and recorded among the Land Records of Anne Arundel County in Liber G.W. 51, folio 256, said point of beginning is North 17 degrees 10 minutes 30 seconds West 1,574.42 feet from an old stone found at the end of the aforementioned third line, thence from the point of beginning so fixed and with the northwesternmost side of the aforementioned State Highway, a series of the following four Chords of an irregular curve to the left; South 34 degrees 16 minutes 30 seconds West 75.30 feet, South 29 degrees 39 minutes 20 seconds West 242.18 feet, South 25 degrees 31 minutes 10 seconds West 211.64 feet and South 20 degrees 23 minutes 40 seconds West 208.24 feet to an iron pipe here set, thence leaving said State Highway and with the easternmost side of the old public road leading from Odenton to Baltimore, a chord of an irregular curve to the right, North 8 degrees 32 minutes 40 seconds East 503.63 feet to an iron pipe here set, thence North 24 degrees 09 minutes 00 seconds East 435.34 feet to an iron pipe here set on the westernmost side of said road, thence with part of the aforementioned third line, now corrected for declination South 17 degrees 10 minutes 30 seconds East 247.47 feet to the point of beginning.

Containing 1.85 acres of land, more or less, according to a survey made by James D. Hicks, County Surveyor, Anne Arundel County, in February, 1952.

Being part of the conveyance from Bruner Anderson to Henry F. Smith by deed dated January 5, 1907, and recorded among the Land Records of Anne Arundel County in Liber G.W. 51, folio 256.

This parcel is unimproved.

and sold the same to Louis Brodsky at and for the sum of fifteen thousand one hundred ($ 15,100.00) dollars, he being at that price the highest bidder therefor.

That the said purchaser agrees to comply with the terms of sale, agreement of purchaser and certificate of auctioneer, marked " Exhibit No. 1 with Report of Sale ", is filed herewith.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

3

All of which is respectfully submitted.

Noah A. Hillman

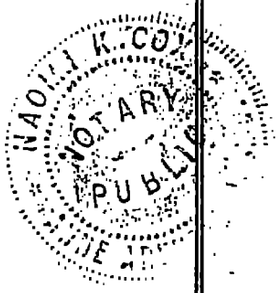
C. Osborne Duvall

Trustees

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 12th day of June, 1952, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared NOAH A. HILLMAN and C. OSBORNE DUVALL, Trustees, 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 seal Notarial.



Naomi K. Cop

Notary Public

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

ORDER NISI

LIBER 95 PAGE 86

EVA IRENE SMITH

versus

JOHN MICHAEL SMITH,
an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 10,298 Equity

Filed 12 June, 1952.

Ordered, this 12 day of June, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Noah A. Hillman and C. Osborne Duvall, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21 day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21 day of July next.

The report states that the amount of sales to be $15,100.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order).

EVA IRENE SMITH

versus

JOHN MICHAEL SMITH,
an infant

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

Filed 22 July, 1952.

ORDERED BY THE COURT, This 22d day of July, finally 1952, 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

45

LIBER 95 PAGE 87

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,298 Equity

EVA IRENE SMITH
Vs.
JOHN MICHAEL SMITH, an infant.

Ordered, this 12th day of June, 1952, That the sale of the Property in these Proceedings mentioned, made and reported by Noah A. Hillman and C. Osborne Duvall, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

The report states that the amount of sales to be $600.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jy-10

Filed 16 July, 1952.

No. MG.....
46

CERTIFICATE OF PUBLICATION

ON PRIVATE SALE

Annapolis, Md., July 15, 1952

We hereby certify, that the annexed Order Nisi

Sale: Eva Irene Smith

$ 600.00

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 21st day of July, 1952. The first insertion being made the 19th day of June, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Betti L. Carlson

LIBER 95 PAGE 88

OFFICE OF

Maryland Gazette

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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,298 Equity
EVA IRENE SMITH
Vs.
JOHN MICHAEL SMITH, an Infant.

Ordered, this 12th day of June, 1952, That the sale of Property in these Proceedings mentioned, made and reported by Noah A. Hillman and C. Osborne Duvall, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 21st day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 21st day of July next.

The report states that the amount of sales to be $15,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

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

Jy-10

Filed 16 July, 1952.

CERTIFICATE OF PUBLICATION
ON PUBLIC SALE

Annapolis, Md., July 15, 1952

We hereby certify, that the annexed Order Nisi

Sale - Eva Irene Smith

15,100.00

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 21st day of July, 1952. The first insertion being made the 19th day of June, 1952.

THE CAPITAL-GAZETTE PRESS, INC.

By Bettie L. Carlson

No. MG 47

LIBER 95 PAGE 89

In the Case of

Eva Irene Smith

vs.

John Michael Smith,
an infant

In the

Circuit Court

For

Anne Arundel County

No. 10,298 Equity

To the Honorable, the Judges of said Court:

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

Filed 5' Sept, 1952.

September 2, 1952.

All of which is respectfully submitted.

Laura K. Jackson
Auditor.

Dr. Eva Irene Smith vs. John Michael Smith, an infant

in ac.

To Trustees for Commissions, viz:	503 99		
To Trustees for Fee (Order 8/14/52) viz:	350 00	853	99
To Trustees for Court costs, viz:			
Plaintiff's Solicitor's appearance fee	10 00		
Defendant's Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	53 50		
Jos. W. Alton, Jr. - Sheriff's costs	2 90		
Naomi K. Cox - Guardian ad Litem's fee	4 00		
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan -Stenographer's fee	8 00		
Auditor - stating account and extra copy	54 00	152	40
To Trustees for Expenses, viz:			
Capital-Gazette Press -advertising sale	101 25		
Capital-Gazette Press - handbills	17 76		
Capital-Gazette Press - order nisi on private sale	8 00		
Capital-Gazette Press - order nisi on public sale	8 00		
Capital-Gazette Press - order nisi (acct.)	6 00		
Great American Indemnity Co. -bond premiums	64 00		
The Hodges Agency - appraisal fee and testimony	150 00		
Fred E. Voges - appraisal of parcel #4	25 00		
James D. Hicks - fee for services in making survey and plats	325 00		
George W. Scible - auctioneer's fee	100 00		
Clerk of Court - certified copies deeds	5 25		
Register of Wills - certified copy Will	2 00		
One-half Federal and State revenue stamps on $600.00 sale	1 10		
One-half Federal and State revenue stamps on sale of three parcels	17 05		
Naomi K. Cox - notary fees	2 00	832	41

Balance for distribution -	$13,999.35		
Distributed to the devisees of Henry F. Smith, who died 7/17/38, viz:			
To Eva Irene Smith, daughter - one-half		6,999	68
To Heirs at Law of Henry Chester Smith, son, who died 4/4/44, owning a one-fourth interest, viz:			
1. Eva Irene Smith, sister - one-twelfth		1,166	61
2. John Michael Smith, nephew - one-twelfth		1,166	61
3. George Layton Smith, brother - one-twelfth	$ 1,166.61		
To Heirs at Law of George Layton Smith, brother, who died 10/27/48, owning a one-third interest, viz:	$ 4,666.45		
LESS:			
Register of Wills - Court costs and State Tax on Commissions	15.10		
	$ 4,651.35		
LESS:			
Amount of claim filed by Eva Irene Smith for funeral expenses, etc Order of 8/20/52)	527.16		
Balance for Distribution	$ 4,124.19		
Distributed as follows:			
1. To Eva Irene Smith, sister - one-half	$ 2,062.09		
LESS Collateral inheritance tax	154.66		
		1,907	43
2. To John Michael Smith, nephew - one-half	$ 2,062.10		
LESS Collateral inheritance tax	154.66		
		1,907	44
To R. Glenn Prout, Register of Wills - Court costs and State Tax (Estate of George Layton Smith)		15	10
To R. Glenn Prout, Register of Wills - total collateral inheritance tax, as above		309	32
To Eva Irene Smith - in full for claim filed for funeral director's bill, tax on automobile, etc, as per Order of 8/20/52		527	16
			13,999 35
			15,838 15

with Noah A. Hillman and C. Osborne Duvall, Trustees Cr.

1952						
June	9	Proceeds of Sale of three tracts (3.13 acres, 39.04 acres and 1.85 acres)	15,100	00		
		Interest on deferred payment (7/22/52)	99	78		
		Proceeds of Sale of one acre tract (Amended Decree of 4/25/52)	600	00	15,799	78
		Refund 1952 State and County taxes on first sale (three tracts)	36	99		
		Refund 1952 State and County taxes on one acre tract	1	38	38	37
					15,838	15

LIBER 95 PAGE 93

Filed 5th Sept., 1952.

ORDER NISI

Eva Irene Smith

VERSUS

John Michael Smith,

an infant

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 10,298 Equity.

ORDERED, This 5 day of September, 19 52., That the Report and Account of the Auditor, filed this day in the above entitled cause,

BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14 day of 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 14 day of October, next.

John A. Hopkins, 3rd, Clerk.

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 15th day of October, 19 52, 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

Benjamin Michaelson.

Judge

LIBER 95 PAGE 94

OFFICE OF
Maryland Gazette
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(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

ORDER NISI ON AUDITOR'S ACCOUNT

Annapolis, Md., September 30th, 1952

We hereby certify, that the annexed

Order Nisi - Aud. Acct.

Equity number 10,298

Eva Irene Smith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 14th day of Oct., 1952 The first insertion being made the 11th day of Sept., 1952

THE CAPITAL-GAZETTE PRESS, INC.

By K Green

ORDER NISI
IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 10,298 Equity
EVA IRENE SMITH
Vs.
JOHN MICHAEL SMITH, an infant.

Ordered, this 5th day of September 1952, That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 14th day of 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 14th day of October next.

JOHN H. HOPKINS, 3rd., Clerk.
True Copy, TEST:
JOHN H. HOPKINS, 3rd., Clerk.
s-25

Paid Oct 15, 1952

MG 2000

54

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,546 Equity
OF GEORGE A. GOLDSMITH AND HELEN L. : In the Circuit Court for
GOLDSMITH, HIS WIFE : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in mortgage

Filed 25 Oct., 1955.

No. 11,546 Equity

LIBER 811 PAGE 408

JHH 811/406
12/8/83

LIBER 95 PAGE 96

FIRST PURCHASE MONEY

This Mortgage, made this fourth day of February, in the year one thousand nine hundred and fifty-four, between George A. Goldsmith and Helen L. Goldsmith, his wife of Anne Arundel County, in the State of Maryland, hereinafter called Mortgagors, and UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND, a body corporate, duly incorporated, hereinafter called Mortgagee.

WHEREAS the said Mortgagee has this day loaned to the said Mortgagors the sum of

FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS - - - - - - - - - ($4,750.00)

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 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 fourth day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

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

NOW, THEREFORE THIS MORTGAGE WITNESSETH, that in consideration of the premises and of one dollar, the said Mortgagors do grant, convey and assign unto said Mortgagee, its successors and assigns, all that lot of ground situate and lying in Third Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 17, as shown on the plat of Maryville, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 15.

BEING the same property conveyed to the within-named Mortgagors by Mary H. Benson, et al, by deed dated December 8, 1953 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Filed 25 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 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 of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however, the said Mortgagors, his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagors, for themselves, their heirs, personal representatives or assigns, covenant with the said Mortgagee, its successors or assigns, as follows:

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

II. To keep the buildings on the premises insured against loss by fire and such other hazards as the Mortgagee may require for the benefit of the Mortgagee in some company acceptable to the Mortgagee, to the extent of its lien thereon, and to deliver the policy to the Mortgagee.

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

IV. To pay all ground rent, taxes, water rent, insurance, public dues and assessments of every kind whatsoever, for which the property hereby mortgaged may become liable when payable; the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt named herein and bear interest at the rate of 6% per annum from the date of said payment, and said Mortgagee shall have a lien hereunder on said premises for the amount so paid, together with said interest thereon.

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

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

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

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

And the said Mortgagors consent that a decree may be passed for the sale of said property (the sale to take place after a default in any of the conditions of this mortgage, as herein provided), under the provisions of Sections 720 to 732, inclusive, of Chapter 123, of the Laws of Maryland, passed at the January session in the year 1898—or any amendments, additions, or supplements thereto—or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent, under Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient; and the terms of sale may be all cash upon radification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than one hundred dollars;

Second, to the extinguishment of all claims of the Mortgagee, its successors or assigns; and

Third, the balance, if any, to the said Mortgagors, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagors or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagors covenant to warrant specially said lot of ground and to execute such other assurances thereof as may be requisite.

Witness the hand s and seal s of the said Mortgagors.

WITNESS:

Alice C. Hudak
Alice C. Hudak

George A. Goldsmith (SEAL)
George A. Goldsmith

Helen L. Goldsmith (SEAL)
Helen L. Goldsmith

(SEAL)

LIBER 811 PAGE 411 LIBER 95 PAGE 99

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this fourth day of February , in the year one thousand, nine hundred and fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Goldsmith and Helen L. Goldsmith, his wife , the above named Mortgagors satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Alice C. Hudak
Notary Public
Alice C. Hudak

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

My commission expires 5/2/55

Recorded: February 6, 1954 at 9 A.M.

WM. W. TOWNSHEND, JR
Attorney
Towns-Worth Bldg.
Annapolis, Md.

FIRST PURCHASE MONEY

MORTGAGE

FROM

GEORGE A. GOLDSMITH AND

HELEN L. GOLDSMITH, HIS WIFE

TO

UNITED FEDERAL SAVINGS AND LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 6 Feb. 19 54 at 9 o'clock A M.
Same day recorded in Liber JHK
No. 811 folio 409 &c. one of
the Land Records of ~~Baltimore~~ A.A. Co.
and examined per
JOHN H. HOPKINS, Jr Clerk.
Cost of Record $ 5.00 Pd.

A T T O R N E Y ' S S A L E

OF

Valuable Improved Real Estate

in Third Election District

Under and by virtue of a power of sale contained in a mortgage from George A. Goldsmith and Helen L. Goldsmith, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 4, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 811, Folio 409, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 22, 1955

at 2:00 o'clock P.M.

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 17, as shown on the plat of Maryville, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 15.

Being the same property conveyed unto George A. Goldsmith and Helen L. Goldsmith, his wife, by deed dated December 8, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 811, Folio 406 from Mary H. Benson, et al.

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 St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette Press
October 27, 1955
November 3, 10 and 17

Filed 25 Oct., 1955.

LIBER 95 PAGE 101

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11.546 Equity

OF GEORGE A. GOLDSMITH AND HELEN L. : In the Circuit Court for

GOLDSMITH, HIS WIFE : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from George A. Goldsmith and Helen L. Goldsmith, his wife, to United Federal Savings and Loan Association of GlenBurnie, dated February 4, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 811, Folio 408		$4,750.00
Less: Total amount paid on account of Principal	$171.78	
Credit Expense Account	7.84	
	$179.62	179.62
		$4,570.38
Plus Interest to October 31, 1955	$ 22.89	
Interest to November 22, 1955	16.03	
	$ 38.92	38.92
		$4,609.30

William W. Townshend, Jr.,
Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY THAT on this 16th 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 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: 21 Nov. 1955

No. 11,542 Equity

Trustee's Bond LIBER 95 PAGE 102 1-371-Md.

KNOW ALL MEN BY THESE PRESENTS: 193032

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 FIVE THOUSAND AND 00/100 ($5,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 15th day of November in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden William W. Townshend Jr. Anne Arundel Co Md. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee to sell property Lot 17 - Plat of Maryville -3rd Election District of Anne Arundel County, Maryland, mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

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

Witness as to principal:
Alice Gary

William W. Townshend Jr. (SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

by: Vice-President - G. Lee Burgess (SEAL)

Attest Assistant Secretary - V. N. Mercier (SEAL)

Signed, sealed and delivered in the presence of

As to Surety:
M.S. Kraus

M.S. Kraus

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 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

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

....., 19.....

.....
Assistant Secretary

Bond approved this 21 Nov. 1955
George J. Cromwell, clerk

Filed: 21 Nov. 1955

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

IN THIRD ELECTION DISTRICT

Under and by virtue of a power of sale contained in a mortgage from George A. Goldsmith and Helen L. Goldsmith, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 4, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 811, Folio 409, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

Tuesday, Nov. 22, 1955

AT 2:00 O'CLOCK P.M.

All that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland.

Known and designated as Lot No. 17, as shown on the plat of Maryville, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 15.

Being the same property conveyed unto George A. Goldsmith and Helen L. Goldsmith, his wife, by deed dated December 8, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 811, Folio 406 from Mary H. Benson, et al.

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, Mary[illegible]d

Filed 28 Nov. 1955

Annapolis, Maryland
November 22, 1955

This is to certify that I have this 22nd day of November, 1955, sold the property described by said advertisement in the Third Election District, Anne Arundel County, designated as Lot No. 17, Maryville, to

Robert C. Benson

at and for the sum of $100.00

being then and there the highest bidder for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

Annapolis, Maryland
November 22, 1955

I hereby certify that I have this 22nd 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, described as Lot No. 17, Maryville, at and for the sum of

$100.00

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

Robt. C. Benson

Robt. C. Benson Purchaser

Purchaser

Filed 28 Nov., 1955

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LIBER 95 PAGE 105

In the Matter of the Mortgaged Real Estate	:	No. 11,546 Equity
of George A. Goldsmith and Helen L.	:	In the Circuit Court for
Goldsmith, his wife	:	Anne Arundel County

To the Honorable, the Judges of said Court:

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from George A. Goldsmith and Helen L. Goldsmith, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated February 4, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 811, Folio 409, 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 Press, a newspaper published in Anne Arundel County, 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 22, 1955, at 2:00 o'clock P.M., and then and there sold the said property unto Robert C. Benson at and for the sum of Five Thousand One Hundred Dollars ($5,100.00), being at that figure the highest bidder therefor, said property being as follows:

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 17, as shown on the plat of Maryville, which plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Folio 15.

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,

Filed: 26 Nov. 1955

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 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

NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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LIBER 95 PAGE 107

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
GEORGE A. GOLDSMITH and
HELEN L. GOLDSMITH, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,546 Equity

Ordered, this 28 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 3 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of January next.

The report states that the amount of sale ~~XXXXX~~ was $ 5,100.00.

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

Filed 28 Nov., 1955.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
GEORGE A. GOLDSMITH and
HELEN L. GOLDSMITH, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 4th day of January, 1956, that the sale made and reported by the ~~Trustees~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustees~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed: 4 Jan 1956.

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LIBER 95 PAGE 108

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In The Matter Of The Mortgaged Real Estate of George A. Goldsmith and Helen L. Goldsmith, his wife

No. 11, 546 EQUITY

STATE OF MARYLAND, ANNE ARUNDEL 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 George A. Goldsmith 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 28 years of age, is married, , lives with Helen L. Goldsmith, his wife at

is employed by C & P Telephone Company

at La Plata, Maryland (recently transferred from Annapolis)

and has been so employed for about 10 years.

(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 5th day of December, 1955

Affiant

Notary Public

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

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Filed 5 Dec., 1955.

LIBER 95 PAGE 109 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,546

George A. Goldsmith & Helen L. Goldsmith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 1956 The first insertion being made the 1st day of December, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,546 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF GEORGE A. GOLDSMITH and HELEN L. GOLDSMITH, his wife

Ordered, this 28th 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, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was $5,100.00.

GEORGE T. CROMWELL, Clerk.

True Copy TEST:
GEORGE T. CROMWELL, Clerk.

d-22

No. MG 5131

15

Filed: 4 Jan 1956

LIBER 95 PAGE 110

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~XXX~~
George A. Goldsmith
and
Helen L. Goldsmith, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,546 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 20, 1956

All of which is respectfully submitted.

Laura R. Jacklung
Auditor.

Filed JAN 20 1956

Dr. In the Matter of the Mortgaged Real Estate of George A. Goldsmith in ac.
and Helen L. Goldsmith, his wife

To Attorney for Commissions, viz:	184	02		
To Attorney for Fee, viz:	100	00	284	02
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	31	50		
Auditor - stating this account	13	50	55	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	32	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	7	67		
New Amsterdam Casualty Co. - bond premium	20	00		
Robert H. Campbell - auctioneer's fee	45	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Alice Gary - notary fees	1	00	126	24
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - in full for mortgage claim filed	4,609	30	4,609	30
To Baltimore Federal Savings & Loan Ass'n judgment creditor - this balance on account claim in #5809 Law, viz:	66	34	66	34
			5,140	90

Debt	$437.67
Interest from 10/15/54 to 11/22/55	29.02
Court costs	17.75
Attorney's fee	65.65
Total	$550.09
Cr. Amount allowed above	66.34
Balance due	$483.75

19

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

1955							
Nov.	22	Proceeds of Sale		5,100	00		
		Interest on deferred payment of $4,600.00 to 1/5/56		33	88	5,133	88
		Refund 1955 State and County taxes ($66.67) adjusted to 11/22/55		7	02	7	02
						5,140	90

ORDER NISI LIBER 95 PAGE 113

In the Matter of the Mortgaged Real Estate ~~VERSUS~~ of George A. Goldsmith and Helen L. Goldsmith, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,546 Equity.

ORDERED, This 20 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 27 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 27 day of February next.

George J. Cromwell, Clerk.

Filed JAN 20 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th day of February, 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 L. Michaelson
Cc-J.

Filed FEB 28 1956

LIBER 95 PAGE 114

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. 11,546 Equity

In The Matter Of The Mortgaged Real Estate Of GEORGE A. GOLDSMITH and HELEN L. GOLDSMITH, His Wife.

Ordered, this 20th 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 27th 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 succesive weeks before the 27th day of February next.

GEORGE T. CROMWELL, Clerk.

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

f-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 24, 1956

We hereby certify, that the annexed

Order Nisi. Eq. 11,546.
Auditor Account.

George A. Goldsmith

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1956. The first insertion being made the 26th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 2416

FEB 28 1956

Filed

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LIBER 95 PAGE 115

IN THE MATTER OF THE MORTGAGED REAL	:	Equity No. 11,519
ESTATE OF E. L. CLEMONS AND	:	In the Circuit Court for
ROBERTA M. CLEMONS, HIS WIFE	:	Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original mortgage herewith.

William W. Townshend, Jr.,
Attorney named in mortgage

Filed: 10 Oct. 1955

No. 11,519 Equity

LIBER 842 PAGE 231

This Mortgage,

made this 24TH day of June LIBER 95 PAGE 116

in the year one thousand nine hundred and fifty four, between E. L. CLEMONS and ROBERTA M. CLEMONS, 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

EIGHT THOUSAND ($8,000.00)

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

By the payment of SEVENTY SEVEN DOLLARS AND FIFTY CENTS ($77.50) ~~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 befor the day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of interest;

SECOND: To the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described premises;

THIRD: Towards the payment of the aforesaid principal sum;

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

And 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 amounts 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 that lot of ground situate and lying in Third Election District of Anne Arundel County, State of Maryland and described as follows:

BEING all that lot shown and designated as Lot No. 16 Block 00 on a plat entitled "Plat No. 7, Cape St. Claire" dated October 31, 1949 and recorded among the Land Records in Cabinet 3 Rod F-8 Plat 3.

BEING the same property which was conveyed to the within-named Mortgagors by Deed from William R. Rickell and wife dated June 24, 1954 and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

Filed: 10 Oct. 1955

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchin accessories, such as sink, built-in kitchin units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators; built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

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 Morgagee.

III. Not to remove or demolish any buildings now on the premises and to keep the improvements in as good order and repait 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 thereon.

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 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 supplements thereto — or this mortgage may be foreclosed and the property herein described sold, at any time after default, by the said Mortgagee, its successors or assigns, or by William W. Townshend, Jr., its duly constituted Attorney or Agent, under, Article 66, Sections 6 to 10, inclusive of the Maryland Code (1939) Public General Laws, or under any other General or Local Law of the State of Maryland relating to mortgages; and the sale shall be made after giving twenty days' notice of the time, place, manner, and terms of sale in some newspaper printed in the County or City in which the land is situate; and the party selling may also give such other notice as he may deem expedient, and the terms of sale may be all cash upon ratification of the sale or such other terms as the party selling may deem expedient. And upon any sale of said property, under the assent to decree or the powers herein granted, the proceeds shall be applied as follows:

First, to the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed Trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than 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 advertisment of said property, but before sale thereof.

The said Mortgagor s covenant to warrant specially said lot 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

E. L. Clemons ..... (SEAL)
E. L. Clemons

Roberta M. Clemons ..... (SEAL)
Roberta M. Clemons

..... (SEAL)

LIBER 95 PAGE 119

LIBER 842 PAGE 234

State of Maryland, Anne Arundel County, to wit:

I HEREBY CERTIFY, that on this 24TH day of June, in the year one thousand, nine hundred and fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and or said County, personally appeared E. L. Clemons and Roberta M. Clemons, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Norwood A. Wieneke

Norwood A. Wieneke Notary Public

My commission expires

Recorded- 25 June, 1954, at 1:30 P.M.

2

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

MORTGAGE

FROM

E. L. Clemons and

Roberta M. Clemons, his wife

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 25 June 1954 at 1:30 o'clock P. M.

Same day recorded in Liber 842 folio 234 &c. one of the Land Records of Anne Arundel County and examined per

JOHN H. HOPKINS, Clerk.

Cost of Record $

LIBER 95 PAGE 120

ATTORNEY'S SALE

OF

VALUABLE IMPROVED REAL ESTATE

at Cape St. Claire

Under and by virtue of a power of sale contained in a mortgage from E. L. Clemons and Roberta M. Clemons, his wife, to United Federal Savings and Loan Association of Glen Burnie (said mortgage assumed by Joseph I. Busbee and Duane Tyson Busbee, his wife,) dated June 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 842, Folio 231, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 8, 1955

at 11 o'clock A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 16, Block 00, on a plat entitled "Plat No. 7, Cape St. Claire" dated October 31, 1949 and recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Plat 3.

BEING the same property conveyed unto E. L. Clemons and Roberta M. Clemons, his wife, by William R. Rickell and Geraldine R. Rickell, his wife, by deed dated June 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 842, Folio 229, and further being the same property conveyed unto Joseph I. Busbee and Duane Tyson Busbee, his wife, by E. L. Clemons and wife, by deed dated January 31, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 901, Folio 158.

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 balanceof 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, Md.

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 E. L. CLEMONS AND ROBERTA M. CLEMONS, HIS WIFE	:	No. 11,519 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 Joseph I. Busbee and Duane T. Busbee, his wife, the defendants in the above entitled cause 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

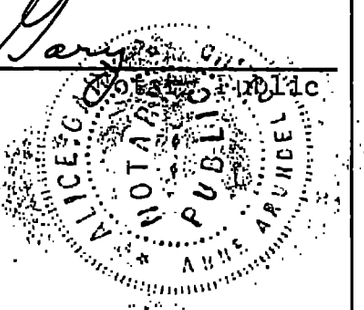
Filed: 7 Nov. 1955

military service, but are employed as civilians and not subject to aforesaid.

William L. Tompkins
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 7th day of November, 1955

Alice Gary
Notary Public



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LIBER 95 PAGE 123

IN THE MATTER OF THE MORTGAGED REAL	:	No. 11,519 Equity
ESTATE OF E. L. CLEMONS AND	:	In the Circuit Court for
ROBERTA M. CLEMONS, HIS WIFE	:	Anne Arundel County

STATE OF MORTGAGE CLAIM

Amount of mortgage from E. L. Clemons and Roberta M. Clemons, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated June 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 842, Folio 231		$ 8,000.00
Plus: Debit expense account		14.60
		$ 8,014.60
Plus: Interest to October 31, 1955	$364.50	
Interest to November 8, 1955	10.00	
	$374.50	374.50
		$ 8,389.10

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, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO.

Filed: 7 Nov. 1955

Trustee's Bond LIBER 95 PAGE 124 1-371-Md. No. 11,519 Equity

KNOW ALL MEN BY THESE PRESENTS: 192913

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 TEN THOUSAND AND 00/100 ($10,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 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. Anne Arundel County by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee to sell property Lot 16-Block 00-Plat 7 Cape St. Claire Anna Arundel County - Maryland

mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

E.L. Clemons and Roberta M. Clemons, 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.

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

William W. Townshend Jr. (SEAL)

(SEAL)

Signed, sealed and delivered in the presence of

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

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

by: G. Lee Burgess Vice-President G. Lee Burgess (SEAL)

Attest: Alvin L. Leroy Assistant Secretary Alvin L. Leroy (SEAL)

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. 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 T. Cromwell clerk

Filed: 7 Nov. 1955

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LIBER 95 PAGE 125

IN THE MATTER OF THE MORTGAGED REAL	:	No. 11,519 Equity
ESTATE OF E. L. CLEMONS AND	:	IN THE
ROBERTA N. CLEMONS, HIS WIFE	:	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 M. 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 defendants in the above entitled cause 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 pre-

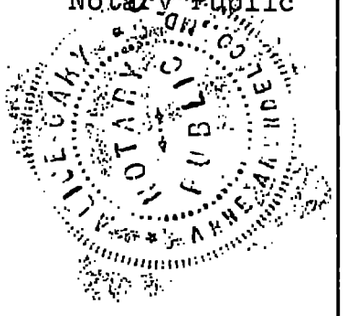
Filed: 10 Nov. 1955

liminary to induction into the military service, but are employed as civilians and not subject to aforesaid.

William [illegible]
Attorney and Agent - Affiant

SUBSCRIBED AND SWORN to before me this 10th day of November, 1955.

Alice Gary
Notary Public



12

ROBERT H. CAMPBELL - - LIBER 95 PAGE 127 - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

AT CAPE ST. CLAIRE

Under and by virtue of a power of sale contained in a mortgage from E. L. Clemons and Roberta M. Clemons, his wife, to United Federal Savings and Loan Association of Glen Burnie (said mortgage assumed by Joseph I. Busbee and Duane Tyson Busbee, his wife,) dated June 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 842, Folio 231, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 8th, 1955

AT 11 O'CLOCK A.M.

ALL that lot or parcel of ground situate, lying and being in the Third Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 16, Block 00, on a plat entitled "Plat No. 7, Cape St. Claire" dated October 31, 1949 and recorded among the Land Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Plat 3.

BEING the same property conveyed unto E. L. Clemons and Roberta M. Clemons, his wife, by William R. Rickell and Geraldine R. Rickell, his wife, by deed dated June 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 842, Folio 229, and further being the same property conveyed unto Joseph I. Busbee and Duane Tyson Busbee, his wife, by E. L. Clemons and wife, by deed dated January 31, 1955 and recorded among the aforesaid Land Records in Liber J.H.H. 901, Folio 158.

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

Filed 10 Nov. 1955

LIBER 95 PAGE 128

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 Lot No. 16, Block 00, Cape St. Claire, at and for the sum of $8900.00 to Elizabeth Wakefield and Thomas E. Wakefield being then and there the highest bidder for said property.

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, described as Lot No. 16, Block 00, Cape St. Claire, at and for the sum of $8900.00 and do hereby agree to comply with the terms of sale.

Elizabeth Wakefield
Purchaser
Elizabeth Wakefield

Thomas E. Wakefield
Purchaser
Thomas E. Wakefield
Box 499 Rt
Annapolis

Filed: 10 Nov. 1955

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF E. L. CLEMONS AND ROBERTA M. CLEMONS, HIS WIFE : No. 11,519 Equity : 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 Mortgaged filed in these proceedings respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from E. L. Clemons and Roberta M. Clemons, his wife, to United Federal Savings and Loan Association of Glen Burnie (said mortgage assumed by Joseph I. Busbee and Duane Tyson Busbee, his wife), dated June 24, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 842, Folio 231, 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 11 o'clock A.M., and then and there sold the said property to Elizabeth Wokirker and Thomas E. Wokirker, her husband, at and for the sum of Eight Thousand Nine Hundred Dollars ($8,900.00), being at that figure the highest bidder therefor, said property being as follows:

KNOWN AND DESIGNATED as Lot No. 16, Block 00, on a plat entitled "Plat No. 7, Cape St. Claire" dated October 31, 1949 and recorded among the Plat Records of Anne Arundel County in Plat Cabinet 3, Rod F-8, Plat 3.

And the said Attorney further reports that he has received from the said purchasers a deposit as required by the terms of said sale and has also required the Purchasers' 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

Filed: 10 Nov. 1955

interest from date of sale. All taxes and public charges to be adjusted to date of sale.

Respectfully submitted,

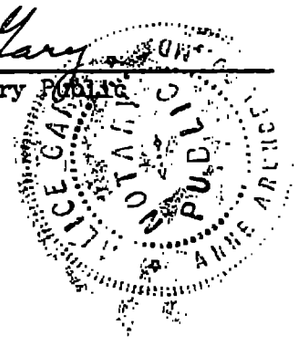
William W. Townshend, Jr.,
Attorney named in mortgage

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



LIBER 95 PAGE 131

ORDER NISI

In The Matter Of The Mortgaged
Real Estate Of

~~XXXXXX~~

E. L. Clemons And
Roberta M. Clemons, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,519 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 ~~XXXX~~ was $ 8,900.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 10 Nov., 1955.

In The Matter Of The Mortgaged
Real Estate Of

~~XXXXXX~~

E. L. Clemons And
Roberta M. Clemons, His Wife

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 ~~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: 20 Dec. 1955

LIBER 95 PAGE 132 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. 11,519.

E. L. Clemons

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 12th day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,519 Equity

In The Matter Of The Mortgaged Real Estate Of E. L. CLEMONS And ROBERTA M. CLEMONS, 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. Townshend, 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 $8,000.00.

GEORGE T. CROMWELL, Clerk.

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

d-8

No. M.G. 1623

18

Filed: 20 Dec 1955

LIBER 95 PAGE 133

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~XXX~~
E. L. Clemons
and
Roberta M. Clemons, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,519 Equity

To the Honorable, the Judges of said Court:

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

December 27, 1955

All of which is respectfully submitted.

Laura K. Hopkins
Auditor.

19

Dr. In the Matter of the Mortgaged Real Estate of E. L. Clemons and Roberta M. Clemons, his wife — in ac.

To Attorney for Commissions, viz:	298	85		
To Attorney for Fee, viz:	100	00	398	85
To Attorney for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	00		
Auditor - stating this account	13	50	52	50
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	37	52		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	12	39		
New Amsterdam Casualty Co. - bond premium	40	00		
Robert H. Campbell - auctioneer's fee	60	00		
Cape St. Claire Maintenance Corp.- 1955 maintenance charge ($10.00) adjusted to 11/8/55	8	32		
One-half Federal documentary stamps	4	45		
One-half State documentary stamps	4	45		
Alice Gary - notary fees	1	50	182	63
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	8,340	34	8,340	34
			8,974	32
Amount of mortgage claim filed	8,389	10		
Cr. Amount allowed above	8,340	34		
Balance subject to decree in personam	48	76		

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

1955							
Nov.	8	Proceeds of Sale		8,900	00		
		Interest on deferred payment of					
		$8,400.00 to 12/22/55		61	60	8,961	60
		Refund 1955 State and County taxes					
		($87.16) adjusted		12	72	12	72
						8,974	32
						8,974	32

LIBER 95 PAGE 136

ORDER NISI

In the Matter of the Mortgaged Real Estate

~~VERSUS~~
of

E. L. Clemons and Roberta M. Clemons, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,519 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

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~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge.

Filed FEB 21 1956

LIBER 95 PAGE 137

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. 11,519 Equity

In The Matter Of The Mortgaged Real Estate Of E. L. CLEMONS and ROBERTA M. CLEMONS, 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

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 14, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,519.
Auditor Account
E. L. Clemons

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.

By H. Highman

No. M.G. 5125

Filed FEB 21 1956

WARREN R. SCOTT 75 St. Nicholas Place Apartment 5-D New York-32, New York	:	IN THE
ROBERT BOSTON 3516 Eleventh St. N.W. Washington, D. C.	:	
ESTELLE DOCKET Ashton Montgomery County, Maryland	:	CIRCUIT COURT
EILLEEN FRANZE 3128 Presstman Street Baltimore-16, Maryland	:	
JAMES DORSEY 535 Edgecomb Avenue New York, New York	:	FOR
Plaintiffs	:	
vs.	:	
JAMES HAMILTON 917 Monroe Street Baltimore, Maryland	:	ANNE ARUNDEL COUNTY
BENJAMIN BROWN c/o Mrs. William Cole 2839 Denham Circle Cherry Hill, Baltimore, Md.	:	EQUITY NO. 11,122
CATHERINE BROWN, mental incompetent c/o Crownsville State Hospital Anne Arundel County, Maryland	:	
Defendants	:	

...

COMPLAINT FOR PARTITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Orators, by their Attorneys, C. Maurice Weidemeyer, and Basil E. Moore, Jr., complaining respectfully show as follows:

1. That they are adult citizens of the United States and heirs-at-law of Benjamin Brown, late of Anne Arundel County, who departed this life during the years 1884 or 1885.

2. That said Benjamin Brown, at the time of his death, was seized and possessed of a certain tract of land situate, lying and being in the First Election District of Anne Arundel County, in the village of Galesville, and which he obtained by deed dated

Filed 21 Sept., 1954

October 13, 1883 from Lawrence Kusyman, recorded in Liber S. H. No. 22, Folio 401, certified copy of said deed being attached hereto and marked "Plaintiffs' Exhibit No. 1".

Said real estate owned by the said Benjamin Brown and conveyed by the said deed is described as follows:

> "Beginning at a stone planted on the edge of the public road leading to Galesville at the east corner of the lot owned by Henrietta Crowner and thence running South five degrees West four hundred forty-four feet four inches to a stone at the Southwest corner of the lot of the said Crowner; thence South fifty-eight degrees East to a stone one hundred and four feet and three inches; thence North five degrees East four hundred forty-two feet two inches to a stone on the edge of the said public road; thence with the said public road in a straight line --- feet to the place of beginning. Containing one acre of ground more or less."

3. At the time of his death, the said Benjamin Brown left surviving him a widow, Susan Brown, who departed this life on June 10, 1918, and five children, namely:

A. Cornelia Brown
B. Ellen Brown
C. Lloyd Brown
D. Susie Brown
E. Nathan Brown

who, together with their spouses, have all departed this life prior to the filing of this complaint, leaving decendants as follows:

A. Cornelia Brown, married to James Dorsey. Cornelia Brown died intestate about 1903. James Dorsey died intestate about 1909. They are survived by:

(1.) Estelle Docket
Ashton
Montgomery County, Maryland

(2.) James Dorsey
535 Edgecomb Avenue
New York, New York

B. Ellen Brown, married to Daniel Boston. Ellen Brown died intestate about 1935. Daniel Boston died intestate about 1940. They are survived by:

(1.) Robert Boston
3516 Eleventh Street N.W.
Washington, D. C.

C. Lloyd Brown, married to Eddie M. Hance. Lloyd Brown died intestate about 1907. Eddie M. Hance Brown died intestate

in October 1953. They are survived by one child:

(1.) Eilleen Franze
3128 Presstman Street
Baltimore-16, Maryland

D. Susie Brown, married to Alfred Scott. Susie Brown Scott died intestate in 1941. Alfred Scott died intestate in 1945. They are survived by one child:

(1.) Warren R. Scott
75 St. Nicholas Place
Apartment 5-D
New York-32, New York

and

(2.) James Hamilton
917 Monroe Street
Baltimore, Maryland, a son of Marie Hamilton, daughter of Susie Brown Scott, who died intestate during, to wit, the year 1936.

E. Nathan Brown, married to Annie Franze. Annie Franze Brown died intestate during the year 1934 or 1935. Nathan Brown died intestate about 1939. They are survived by:

(1.) Benjamin Brown
c/o Mrs. William Cole
2839 Denham Circle
Cherry Hill, Baltimore, Maryland

(2.) Catherine Brown
c/o Crownsville State Hospital
Anne Arundel County, Maryland, a single female adult who has been mentally incompetent and confined to Crownsville State Hospital since 1940.

4. The aforesaid real estate is improved by a dug well and a dilapidated old frame dwelling and is owned by the parties hereto in the following proportions:

Warren Scott.	1/10th
Robert Boston	1/5th
Estelle Docket.	1/10th
Eilleen Franze.	1/5th
James Dorsey.	1/10th
James Hamilton.	1/10th
Benjamin Brown.	1/10th
Catherine Brown	1/10th

and is not susceptible of division in kind without loss or injury to the parties interested, and it would be to the benefit, advantage and interest of the parties hereto that the property be sold and the proceeds arising from said sale be divided among the parties hereto according to their respective interests and estates. Consent of the Plaintiff, James Dorsey, to the sale of the property has been given and same is attached hereto as "Plaintiffs' Exhibit No. 2".

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5. That the aforesaid real estate was sold on the 14th day of October, 1935 by C. Albert Hodges, Treasurer of Anne Arundel County, for non-payment of State, County and School taxes due and owing on the property for the years 1931, 1932, 1933 and 1934, and same was purchased by the County Commissioners of Anne Arundel County at and for the sum of One Hundred One Dollars ($101.37) and Thirty-seven Cents, and thereafter sold and conveyed by tax deed by said County Commissioners to Estelle Docket and Robert Boston, on October 31, 1944, said deed recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 319, Folio 227, a certified copy of said deed being attached hereto and filed herewith as "Plaintiffs' Exhibit No. 3".

That the Plaintiffs, Estelle Docket and Robert Boston, hereby waive any rights accruing to them under the aforesaid tax deed, but claim a lien against the sale proceeds for the amount of taxes, interest and penalties and costs pertaining to the redemption of the property from the aforesaid tax sale to the County Commissioners.

6. That the Plaintiff, Warren R. Scott, on July 21, 1954, paid to the Treasurer of Anne Arundel County the total sum of Ninety-Eight Dollars ($98.72) and Seventy-two Cents for taxes, interest and penalties due for the years 1951, 1952, 1953 and 1954 and claims a lien against the sale proceeds for the amount thus expended by him for payment of taxes and to redeem said property from a tax certificate issued at the October 1952 sale for taxes due and in arrears for the year 1951.

TO THE END, THEREFORE:

1. That the aforesaid fee simple property may be sold.

2. That a Trustee or Trustees may be appointed to make the sale of said property and to convey same to the purchasers.

3. That the proceeds arising from said sale may be distributed among the parties hereto according to their respective interests and estates.

4

4. That a guardian ad litem be appointed herein to appear for and represent the interest of the mentally incompetent Defendant, Catherine Brown.

5. And for such other and further relief as the nature of this case may require.

AND as in duty bound, etc.

C. Maurice Weidemeyer

Estelle Docket

Basil E. Moore, Jr.
Attorneys for Plaintiffs
236 Main Street
Annapolis, Maryland

Robert Boston
Plaintiffs

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

ESTELLE DOCKET and ROBERT BOSTON, being first duly sworn, on oath depose and say that they have read the foregoing "Complaint for Partition" by them subscribed, and verily believe the same to be true.

Estelle Docket

Robert Boston

SUBSCRIBED AND SWORN TO before me this 20th day of ~~July~~ September, 1954.

Basil E. Moore, Jr.-Notary Public

BASIL E. MOORE, JR. NOTARY PUBLIC ANNE ARUNDEL CO. MD.

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Plaintiff's Exhibit No. 1

LIBER 95 PAGE 143

THIS DEED made this thirteenth day of October in the year eighteen hundred and eighty three by Lawrence Kusyman of the City of Baltimore in the State of Maryland "Witnesseth that in consideration of the sum of one hundred and fifty dollars the receipt of which is hereby acknowledged the said Lawrence Kusyman-doth hereby grant unto Benjamin Brown of Lloyd of Anne Arundel County in the State aforesaid his heirs and assigns all that Lot and parcel of ground situated in the Village of Galesville on West River, Beginning at a stone planted on the edge of the public road leading to Galesville at the east corner of the Lot owned by Henrietta Crowner and thence running South five degrees West four hundred and forty-four feet four inches to a stone at the South West corner of the Lot of the said Crowner thence South fifty eight degrees east to a stone one hundred and four feet and three inches thence North five degrees east four hundred and forty two feet two inches to a stone on the edge of the said public road thence with the said public road in a straight line --------- feet to the place of beginning. Containing one acre of ground more or less. TO HAVE & to Hold the land and premises so as above granted and described, with the appurtenances unto the said Benjamin Brown of Lloyd his heirs and assigns unto his and their own proper use and benefit forever. The land and premises above granted and described being the same land which was conveyed by Emily E. Lerch and wife to the said Lawrence Kusyman by Deed bearing date on the fourteenth day of April Eighteen hundred and seventy-three and recorded in Liber S. H. No. 7 folio 404 &c, one of the land record books of Anne Arundel County. Witness my hand and seal on the day and year first hereinbefore written.

Test.

John J. Dunn Lawrence Kusymane (Seal)

STATE OF MARYLAND, City of Baltimore, to wit:

I hereby certify that on this thirteenth day of October, eighteen hundred and eighty three before the subscriber a Justice of the

11,122 Eq. Scott v Hamilton.

Examiner's Exh. A.

E/Clawans Examiner 2/16/55

Plaintiff's Exhibit No. 1.

Filed 21 Sept., 1954. Refiled 5 Mar. 1955.

6

Peace of the said State in and for the City of Baltimore personally appeared Lawrence Kusyman the within named grantor and acknowledged the foregoing Deed to be his act.

John J. Dunn, J. P.

State of Maryland, Baltimore City, Sct:-

I hereby certify that John J. Dunn Esquire, before whom the annexed acknowledgment was made, and who has thereto subscribed his name , was, at the time of so doing, a Justice of the Peace of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn, and authorized by law to administer oaths and take acknowledgments. I further certify that I am acquainted with the hand writing of the said Justice and verily believe the signature to be his genuine signature. In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City this 15th day of October, A. D. 1883.

Rich'd. T. Allison,

Clerk of the Superior Court of Baltimore City.

Recorded 31st October, 1883 (OFFICIAL SEAL)

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:-

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from Liber S. H. 22, folio 401, 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 21st day of July, A.D., 1954.

John N. Hopkins 3rd. CLERK.
Circuit Court for Anne Arundel County, Md.

Plaintiff's Exhibit No. 2

LIBER 95 PAGE 145

535 Edgecombe Ave
N.Y.C.
7/20/54

Lawyer C. Maurice Hardmeyer
Dear Sir.
I have been informed by my
Cousin Warren Hall concerning
Her Property.
I James L. Dorsey do hereby agree
upon sale of such and do give my
consent for this property to be sold.
I shall therefore await your
reply. Very truly yours
James L. Dorsey

Plaintiff's Exhibit No. 2.
Filed 21 Sept. 1954

Plaintif s Exhibit No. 3

LIBER 95 PAGE 146

(NO STAMPS REQUIRED)

THIS DEED, Made this 31" day of October, 1944, by and betwean C. Albert Hodges, late Treasurer of Anne Arundel County, and the County Commissioners of Anne Arundel County, a body corporate, parties of the first part, Grantors, and Estelle Dockett and Robert B. Boston, parties of the second part, Grantees, of the City ofWashington, District of Columbia.

WHEREAS, default having been made in the payment of State, County and School taxes dues and owing on the property hereinafter described for the years 1931, 1932, 1933 and 1934, and assessed to Susan Brown Hall and Nathan Brown, and the said C. Albert Hodges, late Treasurer and Collector of State, County and School taxes,under the provisions of the laws of the State of Maryland, and in compliance with the duties thereof imposed upon him, having first complied with all the provisions of the law in relation thereto, proceeded to, and did sell the hereinafter mentioned and described property to enforce the payment of said taxes so in default, and

WHEREAS, on the 14th day of October, 1935, the said C. Albert Hodges, late Treasurer as aforesaid,sold said property unto the County Commissioners of Anne ArundelCounty, a body corporate, at and for the sum of $ 101.37, it being at that price the highest hidder therefor, and

WHEREAS, after the publication of said Order Nisi, as required by law, the said sale was finally ratified and confirmed by said Court on the 20th day of January, 1938, and

WHEREAS, since said sale the said County Commissioners of Anne Arundel County, a body corporate, has sold all of its right, title and interest in said property hereinafter described unto the said Estelle Dockett and Robert B. Boston, and they are entitled to a deed for the same.

NOW, THEREFORE, THIS DEED WITNESSETH: That in consideration of the sum of FIVE DOLLARS and other good and valuable considerations paid by the said parties of the second part to the said parties of

11,122 Eq
Scott v Hamilton
Examiner's Exh B
E/Clowans
9 2/16/05 - Examiner

P. Cantiffs' Exhibit No. 3.
Filed 21 Sept., 1954
Refiled Mar. 5, 1955

of the first part, the receipt whereof is hereby acknowledged, the said parties of the first part do hereby grant and convey unto the said Estelle Dockett and Robert B. Boston, as JOINT TENANTS, and not as tenants in common, the survivor of them, their heirs and assigns in fee simple.

All that lot or parcel of land containing one acre, more or less, and improvements situated near Galloways in the First Election District of Anne Arundel County.

Being the same property which has been assessed to Susan Brown Hall among the Assessment Records of Anne Arundel County for more than twenty years.

TOGETHER with the buildings and improvements thereon erected, made or being each and every the rights, roads, ways, waters, privileges, advantages and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto and to the proper use and benefit of the said Estelle Dockett and Robert B. Boston, as JOINT TENANTS, and not as tenants in common, the survivor of them, their heirs and assigns in fee simple.

WITNESS the hand and seal of C. Albert Hodges, late Treasurer of Anne Arundel County and witness also the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and the corporate seal thereof duly affixed and attested by its Clerk.

WITNESS:
LINA JOHNSON

C. ALBERT HODGES (SEAL)
Late Treasurer.

ATTEST:
R. HARRY ARNOLD (CORPORATE SEAL)
CLERK

COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

By JOHN J. LEVAY
PRESIDENT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 31" day of October, 1944, before me, the subscriber, a Notary Pulic of the State of Maryland, in and for the County aforesaid, presonally appeared C. Albert Hodges,

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late Treasurer of Anne Arundel County, and duly acknowledged the aforegoing instrument to be his act and DEED; at the same time also personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the aforegoing instrument to be the act and DEED of said body corporate.

WITNESS my hand and Notarial Seal.

(NOTARIAL SEAL) LINA JOHNSON

NOTARY PUBLIC

Recorded-November-3-1944-9:30- 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. 319 Folio 227 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 21th day of July A.D. 1954.

John H Hopkins 3rd

John H. Hopkins 3rd., Clerk.

//

WARREN R. SCOTT, et al	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
JAMES HAMILTON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	EQUITY NO. 11,122

....

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, Warren R. Scott, Robert Boston, Estelle Docket, Eilleen Franze and James Dorsey by their Attorneys, C. Maurice Weidemeyer, and Basil E. Moore, Jr. respectfully show as follows:

1. That they have filed in this County a Complaint for Partition against several Defendants, one of whom is Catherine Brown, mental incompetent.

2. That said Catherine Brown, mental incompetent, has been confined to the Crownsville State Hospital as a patient for a good many years.

3. That a subpoena and a copy of the Bill of Complaint, filed herein, was served upon said Catherine Brown on the 27th of September, 1954 as will more fully appear from the record herein.

4. That in order for the interest of the said Catherine Brown, mental incompetent, to be properly represented in this Court, a Guardian Ad Litem should be appointed to represent and appear for her in this case.

TO THE END, THEREFORE:

(1) That this Court appoint a Guardian Ad Litem to appear for and represent said Catherine Brown, mental incompetent.

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Attorneys for Plaintiffs

12 Filed 23 Oct, 1954

WARREN R. SCOTT, et al	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
JAMES HAMILTON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	EQUITY NO. 11, 122

.....

ORDER APPOINTING GUARDIAN AD LITEM

Upon consideration of the foregoing Petition for Appointment of Guardian Ad Litem and it appearing to the Court that one of the Defendants, Catherine Brown, is a mental incompetent and confined to Crownsville State Hospital, Anne Arundel County, Maryland, it is by the Circuit Court for Anne Arundel County, sitting in Equity, this 25th day of October, 1954,

ORDERED that George J. Crowley be, and he is hereby, appointed Guardian Ad Litem to appear for and represent the interest of the said Catherine Brown, mental incompatent.

Benjamin Hutchinson
JUDGE

Filed 25 Oct., 1954.

13

WARREN R. SCOTT, et al., Plaintiffs vs. JAMES HAMILTON, et al., Defendants	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY EQUITY NO. 11,122

.....

ANSWER TO BILL OF COMPLAINT FOR PARTITION

For answer to the Bill of Complaint for Partition, Benjamin Brown, Defendant, says as follows:

1. That he admits the allegations contained in paragraphs 1, 2, 3 and 4.

2. That he does not have sufficient personal knowledge to either admit or deny the allegations contained in paragraph 5 and 6.

3. That he hereby consents to the sale of this property provided that he receives his just share of the proceeds.

Having fully answered the Bill of Complaint filed against the Defendant, Benjamin Brown prays to be dismissed with his proper costs.

Benjamin Brown
Benjamin Brown

Service admitted January 3, 1955.

Basil E. Moore, Jr.
Basil E. Moore, Jr.
Attorney for Plaintiffs

Filed 3 Jan., 1955.

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LIBER 95 PAGE 152

WARREN R. SCOTT, et al	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
JAMES HAMILTON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	EQUITY NO. 11,122

. . . . . .

ANSWER OF GUARDIAN AD LITEM OF
CATHERINE BROWN, MENTAL INCOMPETENT

For answer to the Bill of Complaint filed against Catherine Brown, mental incompetent, George J. Crowley, Guardian ad Litem for said Catherine Brown, mental incompetent, says as follows:

1. That he admits the allegations contained in paragraphs 1 and 2.

2. He neither admits nor denies the allegations contained in paragraphs 3 through 6 inclusive, but says that if same be true that this property be sold as prayed for in the Bill of Complaint and that the said Guardian ad Litem receive the said Catherine Brown's share of the proceeds from the sale in trust for said mental incompetent.

And having fully answered the Bill of Complaint, the said Guardian ad Litem prays to be dismissed with his proper costs.

And as in duty bound, etc.

George J. Crowley

George J. Crowley
Guardian ad Litem for
Catherine Brown, Mental Incompetent

Filed 4 Jan., 1955

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LIBER 95 PAGE 153

WARREN R. SCOTT, et al	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
JAMES HAMILTON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	EQUITY NO. 11, 122

.....

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that service of the Bill of Complaint and Summons has been duly served upon the Defendant, James Hamilton, on September 27, 1954, and that the Defendant, James Hamilton, has failed to appear either in person or by solicitor in answer to the Bill of Complaint filed against him. It is thereupon this 4th day of January, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the said Bill of Complaint be and the same is hereby, taken pro confesso against the Defendant, James Hamilton, and it is further,

ORDERED that leave is hereby granted for the taking of testimony in this matter before one of the standing examiners of this Court in support of the allegations of the Bill of Complaint.

Benjamin Meekadoo
JUDGE

Filed 4 Jan., 1955

WARREN R. SCOTT, ET AL.,	:	IN
PLAINTIFFS,	:	THE CIRCUIT COURT
VS.	:	FOR
JAMES HAMILTON, ET AL.,	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 11,122 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFFS

February 16, 1955

Present:

Mr. C. Maurice Weidemeyer,)
) Solicitors for Plaintiffs.
Mr. Basil E. Moore, Jr.,)

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

C.G. Recording 543

Estelle Warren Dockett, pages 2 to 8.

Warren Scott, pages 8 to 11.

Eilleen Franze, pages 12 to 14.

Filed 5 Mar., 1955

17

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

(Mr. Moore)

1. State your name and address.

A. Clarence A. Remaley, 216 A Main St., Annapolis.

2. In what business are you engaged?

A. In the real estate business.

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

A. Several years.

4. Have you had occasion to view the property which is the subject of these proceedings?

A. I have.

5. Where is the property located?

A. It is on the south side of the main road in Galesville known as the Benjamin Brown property.

6. Of what does the property consist?

A. It has a frontage of 104 feet on the road referred to and extends south 440 feet, rectangular in shape; it has a two story house, 15 x 24 feet to which is an ell, 12 x 12 feet in very poor condition; it is a frame house with clapboard sides; in several places the clapboards are missing; it has a shingled roof you can see through; the roof has been leaking profusely; the house has been occupied in part, one room downstairs and one room upstairs; the rest of the house is open; most of the plaster is gone; there is no central heating system, no running water, no toilet; it has an outside well and there are no other improvements on the property.

7. In your opinion, what is the fair market value of the property including the lot and house?

A. In my opinion the fair market value including the lot and house is $1450.

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8. Is this property susceptible of division in kind among the heirs?

A. No.

9. Would it be to the best advantage to all the heirs that the property be sold and the money divided?

A. The property cannot be divided and it should be sold as it is rapidly deteriorating and will be soon be of no value.

(Mr. Klawans)

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

Clarence A. Remaley

Estelle Warren Dockett, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. Will you state your name and address?

A. Estelle Warren Dockett, Tucker Lane, Ednor, Montgomery County.

2. Are you one of the plaintiffs in this cause of action?

A. Yes.

3. Did you know Benjamin Brown?

A. He was my grandfather.

4. When did he die?

A. Before I was born; I was born in 1894 and I know he died before I was born and I heard it was in 1884 or 1885.

5. Did he leave a widow?

A. Yes, Susan Brown.

6. When did she die?

A. June 10, 1918.

7. Did she leave a Will?

A. Not that I know of.

8. Did she leave any property?

A. Only through the family.

9. Have you seen the original deed for the property which is the subject matter of these proceedings?

A. Yes, I have seen it, right after Benjamin Brown's death.

10. As far as you know, Benjamin Brown didn't leave any Will?

A. Not that I know of.

(DEED DATED 13 October 1883 FROM LAWRENCE KUSYMAN TO BENJAMIN BROWN AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER S. H. 22, folio 401 AND FILED AS PLAINTIFFS' EX. 1 WITH THE BILL OF COMPLAINT MARKED EXAMINER'S EX. A.)

11. Do you know how many children your grandfather left?

A. Five.

12. Did you know Cornelia Brown?

A. She was my mother.

13. Who is Ellen Brown?

A. Boston Brown's mother.

14. Who is Lloyd Brown, Susie Brown and Nathan Brown?

A. They were all children of Benjamin Brown.

15. Were there any other children?

A. There were really nine or ten children but the others died in infancy; one of them was Louise who died when she was three years old.

16. Cornelia Brown was your mother and to whom was she married?

A. James Lloyd Dorsey.

17. Are they both dead?

A. Yes.

18. When did your mother die?

A. October 3, 1903.

19. When did your father die?

20

A. SEPTEMBER 7, 1907.

20. Did either your father or mother leave a Will?

A. No.

21. What children did they leave behind?

A. Thomas Harrison Dorsey, Ethel Marie Dorsey, myself, Carrie Elizabeth Dorsey, and James Dorsey; my oldest brother died when he was 17.

22. Did he leave any children?

A. He never married.

23. Is Ethel Marie Dorsey living?

A. No, she died in 1905 at the age of 14.

24. Is Carrie Elizabeth Dorsey living or dead?

A. She died the same year as my father, 1907. She was a little girl, nine years old.

25. Did Thomas Harrison Dorsey leave any Will?

A. No.

26. Was he ever married?

A. No he was not married and he was an incompetent.

27. James Dorsey and you are the only living heirs then?

A. Yes. correction 1729 Pawideing ave Bronx 62. NY

28. He lives at ~~525 Edgecomb~~ Ave., New York?

A. I know he lives in New York.

29. Do you know of any other living relatives?

A. No.

30. Do you know who Ellen Brown was married to?

A. Daniel Boston.

31. Are they both living or dead?

A. Both of them are dead.

32. Do you know when Ellen Boston died?

A. 1935. - 1944

33. Do you know when Daniel Boston died?

A. In 1940.

34. Do you know whether Ellen Brown Boston left a Will?

A. I couldn't tell you.

35. Do you know how many children Ellen left?

A. One, who died in infancy, and one Robert Boston.

36. And he lives at 3516 11th St., N.W., Washington, D. C.?

A. Yes.

37. You have known him for years?

A. Yes.

38. Do you know about Lloyd Brown?

A. His daughter is here to testify about him.

39. What about Susie Brown, dec'd who is she?

A. Warren Scott's mother and he is here too.

40. Do you know Nathan Brown?

A. Yes.

41. Is he living or dead?

A. He is dead.

42. Whom did he marry?

A. Annie Franze.

43. Is she living or dead?

A. She died around 1935.

44. When did Nathan Brown die?

A. About 1939.

45. Did either Nathan Brown or Annie Franze Brown leave a Will?

A. No.

46. How many children survived them?

A. One baby, who died, and Catherine and Benjamin.

47. Do you know where Catherine is?

A. In Crownsville.

48. Is she mentally incompetent?

A. Yes, she went there following her mother's death.

49. Was she ever married?

A. No.

50. Did she ever have any children?

A. No.

22

51. Do you know the property that is the subject matter of these proceedings?

A. Yes, that was our Summer home.

52. Have you seen it recently?

A. Two years ago.

53. What was the condition of the property?

A. It was in terrible condition; it has not had anything done to it after my aunts passed away.

54. Was the property sold for taxes?

A. It was.

55. You and Robert Boston bought it?

A. Yes.

56. Do you remember how much you paid to redeem it?

A. $150.00.

57. You and Robert Boston got a deed for the property?

A. Yes.

58. Is this a copy of the deed which you got?

A. Yes. (DEED DATED 31 October 1944 FROM C. ALBERT HODGES, ET AL. TO ESTELLE DOCKETT AND ROBERT B. BOSTON, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. NO. 319, folio 227 FILED AS PLAINTIFFS EX. 3 MARKED EXAMINER'S EX. B.)

59. Did you do any repairs to the property for which you are claiming reimbursement?

A. No. Robert Boston has the receipts for the money which he paid to Mr. Boush.

60. Outside of the children of Susie Brown about whom Warren Scott will testify and the children of Lloyd Brown about whom Eileen Franze will testify, do you know of any other children of Benjamin Brown?

A. No.

61. In your opinion could this acre of land and building be divided among the heirs by giving each one a little piece of land?

3

A. No, it is too little a piece of land.

62. Is it for best interest of all of the heirs to sell this land and divide the proceeds?

A. Yes.

63. You testified about the children of Cornelia Brown, who are yourself and James Dorsey; are you both of age?

A. Yes.

64. Is Robert Boston of age?

A. He is older than I am and I was born in 1894.

65. Is Eileen Franze over 21?

A. Yes.

66. Do you know Shirley Byrd's age?

A. She is over 21.

67. What about Catherine Brown?

A. She is in her 40's.

68. Is Benjamin Brown of age?

A. Yes.

(Mr. Klawans)

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

Signature Subject to corrections on attached letter
Estelle Warren Dockett

Estelle Warren Dockett

Warren Scott, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. Will you state your name and address?

A. Warren Scott, 75 St. Nicholas Place, New York City.

2. Are you one of the plaintiffs in this action?

A. Yes.

24

3. Are you related to Benjamin Brown?

A. He is my grandfather.

4. Do you know when he died?

A. To the best of my recollection it was about 1886 or 1887.

5. Do you know whether he owned any real estate in Anne Arundel County?

A. The property he left.

6. Do you know where this property is located?

A. In Galesville, Md.

7. Have you seen the property?

A. Yes.

8. What is it like?

A. It is a very dilapidated house.

9. How much land is there?

A. An acre.

10. Have you seen the original deed to the property?

A. I can't swear to that, but I think I have.

11. You saw the certified copy of the deed?

A. Yes.

12. As far as you know, it was the only real estate he owned?

A. Yes.

13. Did Benjamin Brown leave a Will?

A. No.

14. Did he leave a widow?

A. Yes.

15. What was her name?

A. Susan Brown.

16. Is she living or dead?

A. Dead.

17. What year did she die?

A. Around 1917 before the first World War.

18. Do you know how many children survived Benjamin Brown?

A. Five that were deceased before my time.

25

19. Did you know some of them?

A. Yes.

20. Which ones?

A. Ellen Brown,who married Boston,and Nathan Brown, who married Annie Franze, and my mother, Susie Brown, who married Alfred Scott.

21. Did you know Lloyd Brown?

A. He died before I was born.

22. Did you know Cornelia Brown?

A. No.

23. What year did your mother die?

A. 1941 or 1942.

24. Did she leave a Will?

A. No.

25. Did your father, Alfred Scott, leave a Will?

A. No.

26. How many children did your mother have?

A. Myself and Mamie Scott.

27. The Bill of Complaint gives her name as Marie and it should be Mamie, is that correct?

A. Right.

28. Is she living?

A. No she died in the '30's.

29. Did she leave a Will?

A. No.

30. Did she leave any children?

A. James Hamilton and Bernice Hamilton.

31. Is James Hamilton living?

A. Yes, he is 29.

32. Is Bernice Hamilton living?

A. No.

33. When did she die?

A. Around 1934 or 1935 just a few years before her mother.

76

34. Did she leave any children?

A. Shirley Jackson Bird.

35. Where does she live?

A. 1576 John St., Baltimore, Md. correction 1536 John St.

36. Was she named as a party plaintiff or defendant when the original Bill of Complaint was filed?

A. No.

37. But she is an heir?

A. Correct.

38. Was Bernice Hamilton survived by any husband?

A. Frank Jackson.

39. Did Bernice leave any Will?

A. No.

40. Is the property which is the subject matter of these proceedings the kind of property that could advantageously be divided among the heirs without loss to them?

A. No it is not.

41. Is it to the best interest of all the heirs to sell this property and divide the proceeds?

A. It is.

42. Did you pay any amounts for taxes on this property?

A. Yes.

43. I show you these tax bills for the years 1951-2-3-4 and ask you if you paid the amount of $98.72?

A. Yes.

44. You are claiming reimbursement for the amount advanced by you?

A. Yes.

45. Has any part of that amount been paid to you?

A. No.(RECEIPTED TAX BILLS MARKED EXAMINER'S EX.C,D,E,F,G, AND FILED HEREWITH)

(Mr. Klawans)

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

Warren Scott

Warren Scott

Eilkeen Franze, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Weidemeyer)

1. Will you state your name and address?

A. Eilkeen Franze, 3121 Prestman St., Baltimore, 16, Md. correction 3128 Prestman

2. Are you related to Benjamin Brown?

A. Granddaughter.

3. Do you know when he died?

A. I have no knowledge I can tell you about.

4. What was your father's name?

A. Lloyd Brown.

5. He was married to Eddie M. Hance?

A. Yes.

6. When did he die?

A. June 1907. Correction 1903 or 1904

7. Did he leave a Will?

A. No.

8. Your mother is also dead?

A. Yes. She has been gone one year.

9. Did she leave a Will?

A. No.

10. How many children did they have?

A. I was the only child.

11. Do you know the property that is the subject matter of these proceedings?

A. I have seen it but it has been some years.

12. Are you able to state whether this property could be divided among the heirs to advantage to anyone?

A. No it could not.

13. Is it to the best interest of all the heirs concerned to sell this property and divide the proceeds?

A. Yes, I think so.

14. You are in favor of selling the property?

A. Yes.

28

15. Do you know Shirley Byrd?

A. Yes.

16. Warren Scott says she is entitled to her share, is that correct?

A. Yes.

17. Do you know how old she is?

A. No, but I know she is of age.

18. Are the five children named the only children of Benjamin Brown?

A. Yes.

19. Do you know of any other children of the children of Benjamin Brown that have not been named?

A. No.

20. As far as you know there are no more?

A. No more.

(Mr. Klawans)

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

Eileen Franze
EilXeen Franze

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' Solicitors is returned to the Court.

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

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00
K.H.McC. $14.00 pd 4/18/55 K.H.McC

30

PAID JUL-21-54 12 0311 LIBER 95 PAGE 167 ANNE ARUNDEL CO. 21.71

7 4 2 1	7 4 M 2 1	7 4 H 2 1	7 4 T 2 1	7 4 U 2 1

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN

1951

TAX BILL

~~PERSONAL~~ PROPERTY

DISTRICT 1

Estelle [illegible] & N B Boston

1 Acre & Imps

Galesville

DATE

COUNTY INTEREST STARTS 30 DAYS FROM THE DATE OF THIS BILL

INTEREST ½ OF 1% PER MONTH

ASSESSMENT		INDEX NUMBER
980	980	TS-1952

SPECIAL TAXES	RATE	AMOUNT
TOTAL SPECIAL TAXES		

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

COUNTY TAX
SCHOOL TAX
ROAD TAX
POLICE DEPT.
FIRE DEPT.

REDEEMED

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
	17.44 3 58	59 10		1803 368 21.71	

D19277E

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

PRESENT THIS BILL WITH YOUR PAYMENT

11, 122 Eq, Scott v Hamilton

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.

JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

Examiner's Exh. C E Klawans, Examiner 2/16/55

31

LIBER 95 PAGE 168

PAID — Griscom & Hamilton ARUNDEL CO. 28.43

JUL-21-54 120312 • 4407

7 4 2 1	7 4 M 2 1	7 4 H 2 1	7 4 T 2 1	7 4 U 2 1

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN

1952

TAX BILL
REAL ESTATE

DISTRICT 1

Estelle Dockett + 1 + 3 Beaton

1 Acre + Imps
Galesville

MO	DISCOUNT STATE	DISCOUNT COUNTY	INTEREST STATE	INTEREST COUNTY
APR.	NONE	NONE	NONE	1 %
MAY				1½ %
JUN.				2 %
JUL.				2½ %
AUG.				3 %
SEP.				3½ %
OCT.			½ %	4 %
NOV.			1 %	4½ %
DEC.			1½ %	5 %

FOR THIS YEAR'S TAXES ONLY

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. 12	.17	
GARBAGE ZONE NO. 16	.18	
SPECIAL FIRE TAX	.10	
ok Fd.		
~~1951~~		
~~unpaid~~		
TOTAL SPECIAL TAXES		

ASSESSMENT		INDEX NUMBER
980	980	(4407) 1952 TS.

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES, INTEREST OR PENALTY.

COUNTY TAX	.25
SCHOOL TAX	1.19
ROAD TAX	.05
POLICE DEPT.	.11
FIRE DEPT.	.08

$1.68

REDEEMED

$.0825 ON $100.00

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
	17.25 2.50	61 07	Adv	17.86 2.57 20.43 8.00 28.43	

C92147X

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

11,122 Eq

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY

PRESENT THIS BILL Scott + Hamilton STATE OF MARYLAND. DR.

WITH YOUR PAYMENT JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

Examiner's Exh. D E Klawans, Examiner 2/16/55

32

PA LIBER 95 PAGE 169 ARUN 2125
JUL-21-94 120313 • 4584

X 1

Catherine Rockett + A B
Kneston

1 Acre + to [illegible]
[illegible]

980 980 [illegible]

REDEEMED

~~1954-1952~~
[illegible]

19.01 59 1960
1.62 3 1.65
21.25

11.122 Eq
Scott - Hamilton
Examiner's Exh. E E Klawans, Examiner 2/16/55

33

1961

LIBER 95 PAGE 170

Estelle Dorsett et al
Trustees
[illegible]
Rt. [illegible]

FOR THIS YEAR'S TAXES ONLY	NO.	DISCOUNT BT-ATE	DISCOUNT COU-NTY	INTEREST STATE	INTEREST Co. & SP.
	APR.	NONE	NONE	NONE	1%
	MAY				1½%
	JUN.				2%
	JUL.				2½%
	AUG.				3%
	SEP.				3½%
	OCT.			½%	4%
	NOV.			1%	4½%
	DEC.			1½%	5%

THIS BILL DOES NOT INCLUDE ANY TAX LEVY OTHER THAN. **1954** DISTRICT **1**

TAX BILL REAL ESTATE

SPECIAL TAXES	RATE	AMOUNT
GARBAGE ZONE NO. 3		old 2.50
GARBAGE ZONE NO. 4		1951 1.50
SPECIAL OFFICER BAY RIDGE ZONE		1953
HERALD HARBOR SPECIAL		
HIGHLAND BEACH SPECIAL		
EPPING FOREST SPECIAL		
ARUNDEL ON THE BAY EROBION DISTRICT		
BAY RIDGE ERO. DIS.		
TOTAL SPECIAL TAXES		

INDEX NUMBER TS-1952 (97211)

ASSESSMENT 728 780

FAILURE TO RECEIVE A BILL BY MAIL IS NO EXCUSE FOR NOT PAYING TAXES. INTEREST OR PENALTY.

SEE ENCLOSED STATEMENT FOR RATES

REDEEMED

TOTAL VALUATION	COUNTY TAX	STATE TAX	SPECIAL TAX	TOTAL TAX	ACCOUNT NO.
728	18 91	56		1947	
780	47			47	
			TOTAL	1994	

DO NOT DETACH STUB

OFFICE HOURS
DAILY: 9 A. M. TO 4 P. M.
SATURDAY: 9 A. M. TO 12 NOON

JUL 34

PRESENT THIS BILL WITH YOUR PAYMENT 11,122 Scott Hamilton

TO COUNTY COMMISSIONERS OF ANNE ARUNDEL COUNTY AND STATE OF MARYLAND, DR.
JOS. H. GRISCOM, SR., TREASURER, ANNAPOLIS, MARYLAND

Examiner's Edi. F E Mawan, Examiner 2/16/55

Estelle Dorsett et al
R.D. Easton

DISTRICT NO. 1

TS 1953

MEMORANDUM BILL

TREASURER'S OFFICE

ANNE ARUNDEL COUNTY, MARYLAND

Y.	LOCATION	DESCRIPTION	ASSESS-MENT	TAXES ON ASSESSMENTS SHOWN COUNTY	STATE	TOTAL
			Costs	2 50		
		Int. to Pay.		4 89		
				7 39		

JOSEPH H. GRISCOM, Sr.
County Treasurer
Paid
1/21/55

REDEEMED

THIS FORM TO BE USED FOR PARTIAL PAYMENTS. (PAYMENTS MADE ON SMALLER UNITS, BUT WHICH ARE A PART OF THE TOTAL ASSESSMENT). PARTIAL PAYMENTS WILL NOT PREVENT THE SALE OF PROPERTY FOR TAXES.

DATE PAID

11,122 Scott Hamilton

TREASURER

Examiner's Edi. J E Mawan, Examiner 2/16/55

35

LIBER 95 PAGE 171

Tucker Lane
Ednor P.O. Md
March 3, 1955

Letter of Correction

Mr. Werdemeyer
Dear Sir:

I received the envelope with enclosed Testimonies this morning. In my testimony some errors which I will
(Corrections)

In 13.
A. Robert Boston not Boston Brown

In 15
A. Louise Brown lived to be a young woman.

In 21
A. Thomas Harrison died when he was 27 years old.

In 32. Ellen Boston died in 1924.

In 39 Susie Brown Scott
In 43 Annie Brown died later than 1935
In 44. Nathan Brown died 6 months after his wife Annie Franze Brown

Mr. Clerk:
Please file
36 Filed 5 Mar., 1955 E. Clowans Examiner

No. 11,122 Eq
~~Harrison~~ Scott v. Hamilton

5-9. I am only claiming for money I paid in jointly with Robert Boston for property which was redeem for taxes which was $150 Robert Boston had the papers which he got from me in August in 1953

Robert Boston had receipts. I am not sure how much I paid, but I do know he paid the last which was about $40 the balance of the $150.

LIBER 95 PAGE 173

WARREN R. SCOTT, et al	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES HAMILTON, et al	:	EQUITY NO. 11,122
Defendants	:	

. . . . . .

PETITION FOR LEAVE TO FILE AMMENDMENT TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of C. Maurice Weidemeyer and Basil E. Moore, Jr., Attorneys for the Plaintiffs, respectfully shows as follows:

1. Through oversight, they failed to state the name of one of the heirs of Benjamin Brown, namely, Shirley Byrd, who would be one of the parties to be entitled to share the proceeds from the sale of the property in these proceedings.

2. That said Shirley Eryd is an adult citizen of the United States, is a daughter of Bernice Hamilton, deceased, who died intestate and who was a daughter of Mamie Hamilton and that said Shirley Byrd is entitled to a 1/20th interest in said property and that James Hamilton, uncle of said Shirley Byrd is entitled to a 1/20th interest in the property rather than a 1/10th interest as stated in the Bill of Complaint.

3. That your Petitioners have obtained from said Shirley Byrd a consent to be made a party to these proceedings.

WHEREFORE, your Petitioners pray that they be granted leave to file an ammendment to paragraph 3 D of the Bill of Complaint, making said Shirley Eyrd a party to these proceedings.

AND as in duty bound, etc.

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Attorneys for Plaintiffs

Filed 7 Mar. 1955

38

LIBER 95 PAGE 174

ORDER

UPON the foregoing Petition, it is this 7th day of February, 1955, by the Circuit Court for Anne Arundel County, sitting in Equity,

ORDERED, that the Petitioners be allowed to file an ammendment to paragraph 3 D of the Bill of Complaint filed herein, naming Shirley Byrd as one of the parties entitled to receiving a share of the proceeds of the property herein, nunc pro tunc.

Benjamin Michaelson
JUDGE

Filed 7 Mar. 1955

39

WARREN R. SCOTT, et al	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES HAMILTON, et al	:	EQUITY NO. 11,122
Defendants	:	

. . . . . .

AMMENDMENT TO COMPLAINT

For ammendment to the Complaint for Partition filed herein, Plaintiffs Warren R. Scott, Eilleen Franze and Estelle Docket by their Attorneys say as follows:

Through oversight they failed to state the name of Shirley Byrd as one of the heirs of Benjamin Brown in paragraph 3 D of the Bill of Complaint.

That said Shirley Byrd is an adult citizen of the United States, is a daughter of Bernice Hamilton, deceased, who died intestate and who was a daughter of Mamie Hamilton and that said Shirley Byrd is entitled to a 1/20th interest in said property and that James Hamilton, uncle of said Shirley Byrd is entitled to a 1/20th interest in the property rather than a 1/10th interest as stated in the Bill of Complaint.

WHEREFORE, the premises considered, Petitioners pray that said Shirley Byrd by made a party hereto and considered as one of the heirs of Benjamin Brown, deceased.

C. Maurice Weidemeyer

Warren R. Scott

Basil E. Moore, Jr.
Attorneys for the Plaintiffs

Eilleen Franze

Estelle Docket

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

Warren R. Scott, Eilleen Franze and Estelle Docket, being first duly sworn, on oath depose and say that they have read the foregoing Ammendment by them subscribed and believe the same to be true.

40

AS WITNESS my hand and Notarial Seal this 16th day of February, 1955.

Basil E. Moore, Jr.

Basil E. Moore, Jr., Notary Public

WARREN R. SCOTT, et al	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES HAMILTON, et al	:	EQUITY NO. 11, 122
Defendants	:	

. . . . . .

ANSWER OF SHIRLEY BYRD

STATE OF MARYLAND, BALTIMORE CITY, to wit:

Shirley Byrd, being first duly sworn and on oath, deposes and says that she has read the Bill of Complaint filed herein and says that she is now 22 years of age and a citizen of Baltimore City, residing at 1536 John Street, Baltimore, Maryland and she consents to being made a party of this cause and consents to the sale of the property mentioned in this proceeding and hereby waives the taking of any testimony on her part or in this cause.

Shirley Byrd

Subscribed and sworn to before me this 16th day of February, 1955.

Notary Public

Service admitted this 8th day of March, 1955.

Earl E. Moore
of Counsel for Plaintiffs

Filed 8 Mar. 1955.

42

WARREN R. SCOTT, et al	:	IN THE
Plaintiffs	:	CIRCUIT COURT
vs.	:	FOR
JAMES HAMILTON, et al	:	ANNE ARUNDEL COUNTY
Defendants	:	EQUITY NO. 11,122

.. ..

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 16th day of March, 1955, by the Circuit Court for Anne Arundel County in Equity,

ADJUDGED, ORDERED and DECREED, that the real estate mentioned in these proceedings be sold; that C. Maurice Weidemeyer and Basil E. Moore, Jr. be and they are hereby appointed Trustees to make such sale and that the course and manner of their proceedings be as follows:

THEY shall first file with the Clerk of this Court a bond to the State of Maryland, executed by themselves with a surety or sureties to be approved by the Clerk of this Court in the penalty of Three 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:

Four Hundred ($400.00) Dollars of the purchase money to be paid in cash on the day of sale, the balance to be paid upon final ratification of such sale by this Court and bearing interest from the date of sale to date of settlement, or all cash on the

Filed 17 Mar. 1955.

43

date of sale at the option of the purchaser or purchasers, and if not sold at public sale on the day so advertised, the Trustees shall then proceed to make a sale or sales at either public or private sale to the best advantage and upon the terms above set forth.

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

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

Benjamin Mitchell
JUDGE

44

KNOW ALL MEN BY THESE PRESENTS:

That we, C. Maurice Weidemeyer and Basil E. Moore, Jr. and the Old Colony Insurance Company of Boston, Massachusetts, a body corporate, duly incorporated under the laws of the State of Massachusetts and 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 Three Thousand & 00/100 Dollars ($3,000.00), to be paid to the said State or its certain Attorney, to which payment well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, jointly and severally firmly by these presents.

Sealed with our seals and dated this twenty-sixth day of March in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden C. Maurice Weidemeyer and Basil E. Moore, Jr., by virtue of a decree of the Honorable the Judge of the Circuit Court of Anne Arundel County has been appointed Trustees to sell property mentioned in the case of Equity No. 11,122, now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, if the above bounden C. Maurice Weidemeyer and Basil E. Moore, Jr. do and shall well and faithfully perform the trust reposed in by said decree, or that may be reposed in them by any furture decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

Signed, sealed and delivered in the presence of:

C. Maurice Weidemeyer

Basil E. Moore, Jr.

OLD COLONY INSURANCE COMPANY OF BOSTON, MASSACHUSETTS

Attest:

By Laura Trott
Witness

By
Attorney-in-fact

Approved this 28 Mar., 1955
John H. Hopkins, 3rd Clerk.

Filed 28 Mar. 1955

GEORGE W. SCIBI - LIBER - 95 PAGE 181 - - - - - - Auctioneer

C. MAURICE WEIDEMEYER
BASIL E. MOORE, JR.
236 Main Street
Annapolis, Maryland
Attorneys

TRUSTEES' SALE

OF VALUABLE

REAL ESTATE

SITUATE ON THE SOUTH SIDE OF THE STATE ROAD LEADING TO GALESVILLE, FIRST ELECTION DISTRICT, ANNE ARUNDEL COUNTY, HAVING A FRONTAGE THEREON OF 100 FEET, MORE OR LESS, BY DEPTH OF 442 FEET, MORE OR LESS AND BEING IMPROVED BY A FRAME DWELLING.

Under and by virtue of a Decree of the Circuit Court of Anne Arundel County No. 11,122 Equity, passed in a cause in said Court pending, in which Warren R. Scott, et al, are Plaintiffs and James Hamilton, et al, are Defendants, the undersigned Trustees will sell at public Auction at the County Court House Door in the City of Annapolis, Maryland, on

Tuesday, April 19, 1955

AT 11 O'CLOCK A.M.

all that lot or parcel of ground situate on the South side of the State road leading to Galesville having a frontage of 100 feet, more or less, and a depth of 442 feet, more or less and containing one acre, more or less, being the same property which was conveyed unto Benjamin Brown of Lloyd, late of Anne Arundel County, deceased, by Lawrence Kusyman by Deed dated the 13th day of October, 1883 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 22, folio 401.

IMPROVEMENTS: Lot is improved by a frame dwelling house.

TERMS OF SALE: A deposit of $400.00 will be required of the purchaser on the day of sale, balance to be paid upon final ratification of said sale by the Circuit Court for Anne Arundel County, bearing interest at 6% from the date of sale to the date of settlement, or all cash at the option of the purchaser.

Taxes to be adjusted as of the day of sale.

Costs of Federal and State revenue stamps and conveyancing to be paid by purchaser.

For further particulars, apply:

C. MAURICE WEIDEMEYER
BASIL E. MOORE, JR.
Trustees

Filed 21 Apr., 1955.

April 19, 1955

LIBER 95 PAGE 182

Purchased at auction this date the property on the reverse side and payment of $400.00 made to the Trustees, balance of $ 25.00 to be paid in accordance with the terms listed on reverse side.

J. Edw. Smith +
Mahrel D. Smith

I hereby certify this 19th. day of April, 1955, I sold the property listed on the reverse side at the price and on the terms above mentioned.

George W. Scibbe, Auctioneer

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Trustees

Filed 21 Apr., 1955

WARREN R. SCOTT, et al.,	:	IN THE CIRCUIT COURT
Plaintiffs	:	FOR
vs.	:	ANNE ARUNDEL COUNTY
JAMES HAMILTON, et al.,	:	IN
Defendants	:	EQUITY NO. 11, 122

.. ..

TRUSTEES' REPORT OF SALE AND
ORDER NISI THEREON

TO THE HONORABLE, THE JUDGES OF SAID COURT:

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

That after giving bond with security for the faithful discharge of their trust, as required by said decree, and after giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, Maryland, and by handbills set up at the Court House Door in the City of Annapolis, Maryland and on the property, as well as a large wooden sign being placed on the property, and handbills 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, April 19, 1955, at eleven o'clock A. M., the time and place so advertised, and then and there proceeded to sell said real estate as follows, to wit:

All that tract of land situate, lying and being in the First Election District of Anne Arundel County, which is fully described by metes and bounds, courses and distances in the deed from Lawrence Kusyman to Benjamin Brown of Lloyd, late of Anne Arundel County, deceased, dated October 13, 1883 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 22, folio 401; containing one acre more or less and improved by a frame dwelling to J. Edward Smith and Michael D. Smith for the sum of

Filed 21 Apr., 1955

48

Nineteen hundred dollars ($1,900), they being the highest bidders for the property, of which amount your Trustees have received on account the sum of Four hundred dollars ($400).

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

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

All of which is respectfully submitted.

C. Maurice Weidemeyer

Basil E. Moore, Jr.
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that on this 21" day of April, in the year 1955, before me the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared C. Maurice Weidemeyer and Basil E. Moore, Jr., Trustees, and made oath in due form of law that the matters and things set forth in the aforegoing Report of Sale are true as therein set forth and that said sale was fairly made.

Witness my hand and Notarial seal.

Notary Public

LIBER 95 PAGE 185

ORDER NISI

Warren R. Scott, et al

versus

James Hamilton, et al, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,122 Equity

Ordered, this 21 day of April, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by C. Maurice Weidemeyer and Basil E. Moore, Jr., Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31 day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31 day of May next.

The report states that the amount of sale ~~xxxx~~ was $ 1,900.00.

John H. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

Filed 21 apr., 1955.

(Final Order.)

Warren R. Scott, et al

versus

James Hamilton, et al, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 4th day of June, 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.

50

Filed 4 June, 1955.

C. MAURICE WEIDEMEYER
BASIL E. MO[illegible], JR.
236 Main [illegible]
Annapolis, Maryland
Attorneys

TRUSTEES' SALE
— OF VALUABLE —
REAL ESTATE

Situate on the South Side of the State Road leading to Galesville, First Election District, Anne Arundel County, having a frontage thereon of 100 feet, more or less, by depth of 442 feet, more or less and being improved by a frame dwelling.

Under and by virtue of a Decree of the Circuit Court of Anne Arundel County, No. 11,122 Equity, passed in a cause in said Court pending, in which Warren R. Scott, et al are Plaintiffs and James Hamilton, et al are Defendants, the undersigned Trustees will sell at Public Auction at the County Court House Door in the City of Annapolis, Maryland on

TUESDAY, APRIL 19, 1955,
AT 11 O'CLOCK A. M.

all that lot or parcel of ground situate on the South side of the State road leading to Galesville having a frontage of 100 feet, more or less, and a depth of 442 feet, more or less and containing one acre, more or less, being the same property which was conveyed unto Benjamin Brown of Lloyd, late of Anne Arundel County, deceased, by Lawrence Kusyman by Deed dated the 18th day of October, 1883 and recorded among the Land Records of Anne Arundel County in Liber S. H. No. 22, folio 401.

IMPROVEMENTS: Lot is improved by a frame dwelling house.

TERMS OF SALE: A deposit of $400.00 will be required of the purchaser on the day of sale, balance to be paid upon final ratification of said sale by the Circuit Court for Anne Arundel County, bearing interest at 6% from the date of sale to the date of settlement or all cash at the option of the purchaser.

Taxes to be adjusted as of the day of sale.

Costs of Federal and State revenue stamps and conveyancing to be paid by purchaser.

For further particulars, apply:
C. MAURICE WEIDEMEYER,
BASIL E. MOORE, JR.,
Trustees.

GEORGE SCIBLE, Auctioneer. a-14

No. 6492

OFFICE OF LIBER 95 PAGE 186

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 20, 1955

We hereby certify, that the annexed

Trustees' Sale

Eq. 11,122

Warren R. Scott

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 19th day of April, 1955. The first insertion being made the 31st day of March, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By F. Tilghman

Filed 22 apr., 1955.

LIBER 95 PAGE 187

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., May 31, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,122

James Hamilton

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 31st day of May, 1955. The first insertion being made the 28th day of April, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By J. Tilghman

Filed 3 June, 1955.

ORDER NISI

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,122 Equity

WARREN R. SCOTT, et al
vs.
JAMES HAMILTON, et al, etc.

Ordered, this 21st day of April, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by C. Maurice Weidemeyer and Basil E. Moore, Jr., Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st day of May next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 31st day of May next.

The report states that the amount of sale was $1,900.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

m-19

No. 6624

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, 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 Stanley C. Sargeant, M. D., who made oath in due form of law that he is a medical doctor practicing in the State of Maryland for the past 6 years; that on the 13th day of October, 1955, he examined Catherine Brown, that he believes Catherine Brown to be 47 years of age, Negro, daughter of Nathan and Annie Brown; admitted to the Crownsville State Hoepital from Baltimore City; that from the opportunity afforded him of observing the eaid Catherine Brown, he is of the opinion that she is now and has been for 15 years past suffering from a mental disability, cause and diagnosis as follows:

Mental Deficiency, Severe

prognosis and probable duration as follows:

Prognosis - negative
Probable duration - permanent

that by reason of said mental disability, the said Catherine Brown is incompetent to take charge of and manage her property and affairs, or to execute a valid deed or contract; and that he is further of the opinion that it would be seriously detrimental to the said Catherine Brown, both physically and mentally, to require her to appear before a Court as witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Stanley C. Sargeant
Affiant

Sworn to before me this 13th day of October, 1955.

Elizabeth N. French
Notary Public

My commission expires:

May, 1957

Filed DEC 31 1955

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

I hereby certify thaton 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 Hildegard Heard Reissmann, M. D., who made oath in due form of law that she is a medical doctor practicing in the State of Maryland for the past 3 years; that on the 13th day of October, 1955, she examined Catherine Brown, that she believes Catherine Brown to be 47 years of age, Negro, daughter of Nathan and Annie Brown; admitted to the Crownsville State Hospital from Baltimore City; that from the opportunity afforded her of observing the said Catherine Brown, she is of the opinion that she is now and has been for 15 years past suffering from a mental disability, cause and diagnosis as follows:

Mental Deficiency (Imbecility)

prognosis and probable duration as follows:

Prognosis - Hopeless as to improvement
Probable duration - Lifetime

that by reason of said mental disability, the said Catherine Brown is incompetent to take charge and manage her property and affairs, or to execute a valid deed or contract; and that she is further of the opinion that it would be seriously detrimental to the said Catherine Brown, both physically and mentally, to require her to appear before a Court as witness or to be present at a hearing before a Court concerning her mental condition and capacity to manage her estate.

Hildegard Heard Reissmann
Affiant

Sworn to before me this 13th day of October, 1955.

Elizabeth M. Ingold
Notary Public

My commission expires:

May, 1957

Filed DEC 31 1955

14

LIBER 95 PAGE 190

In the Case of

Warren R. Scott,
Robert Boston
Estelle Dockett, et al
vs.
James Hamilton,
Benjamin Brown
Catherine Brown, an incompetent

In the

Circuit Court

For

Anne Arundel County

No. 11,122 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 18, 1956

All of which is respectfully submitted.

Laura K. Finkelman
Auditor.

Dr. Warren R. Scott, et al vs. James Hamilton, et al

in ac.

To Trustees for Commissions, viz:	91 73		
To Trustees for Fee (Order 12/30/55), viz:	125 00		216 73
To Trustees for Court costs, viz:			
Plaintiffs' Solicitor's appearance fee	10 00		
Clerk of Court - Court costs	63 25		
Jos. W. Alton, Jr. - Sheriff's costs	2 90		
Jos. C. Deegan - Sheriff's costs	5 05		
George J. Crowley - Guardian ad Litem's fee	4 00		
Emanuel Klawans - Examiner's fee	10 00		
Katharine H. McCutchan - Stenographer's fee	14 00		
Auditor - stating this account	22 50		131 70
To Trustees for Expenses, viz:			
Capital-Gazette Press - advertising sale	28 14		
Capital-Gazette Press - order nisi (sale)	8 00		
Capital-Gazette Press - order nisi (acct)	6 00		
Philip E. Mitchell, Jr. - "For Sale" sign erected on premises	12 00		
Speer Publications, Inc. - handbills	10 71		
Old Colony Insurance Co. - bond premium	15 00		
George W. Scible - auctioneer's fee	30 00		
Clarence A. Remaley - appraisal and testimony	20 00		
Clerk of Court - certified copies deeds	2 75		
Dr. Stanley C. Sargeant - examination of Catherine Brown and certificate	5 00		
Dr. Hildegard H. Reismann - examination of Catherine Brown and certificate	5 00		
Elizabeth H. French - notary fees	1 00		143 60
To Trustees for Taxes, viz:			
1955 State and County taxes ($20.86) - adjusted to 4/19/55	6 24		6 24
To Trustees for Claims Filed, viz:			
Estelle W. Dockett and Robert Boston - amount paid County Commissioners in 1944 to redeem property sold at tax sale	150 00		
Warren R. Scott - refund amount paid Treasurer of Anne Arundel County for 1951, 1952, 1953 and 1954 State and County taxes	98 72		248 72
BALANCE FOR DISTRIBUTION - $1,210.54			

Distributed to the heirs at law of Benjamin Brown, who died intestate about 1884-1887, viz:				
(1) To Estelle W. Dockett, granddaughter (daughter of Cornelia Brown Dorsey, who died 10/3/03) - one-tenth	121	05		
(2) To James Dorsey, grandson (son of Cornelia Brown Dorsey, who died 10/3/03) - one-tenth	121	05		
(3) To Robert Boston, grandson (son of Ellen Brown Boston, who died in 1924) - one-fifth	242	11		
(4) To Eileen Franze, granddaughter (daughter of Lloyd Brown, who died about 1903) - one-fifth	242	11		
(4) To Warren R. Scott, grandson (son of Susie Brown Scott, who died in 1942 or 1943) - one-tenth	121	05		
(5) To James Hamilton, great-grandson (grandson of Susie Brown Scott) - one-twentieth	60	53		
(6) To Shirley J. Byrd, great, great granddaughter -(great-granddaughter of Susie Brown Scott)- one-twentieth	60	53		
(7) To Benjamin Brown, grandson (son of Nathan Brown who died in 1939) - one-tenth	121	06		
(8) To Catherine Brown, granddaughter (daughter of Nathan Brown who died in 1939) - one-tenth	121	05	1,210	54
			1,957	53

with C. Maurice Weidemeyer and Basil E. Moore, Trustees Cr.

1955				
Apr.	19	Proceeds of Sale	1,900 00	
		Interest on deferred payment of $1,500.00 to 12/6/55	57 53	1,957 53
				1,957 53

ORDER NISI LIBER 95 PAGE 194

Warren R. Scott,
et al
VERSUS
James Hamilton,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,122 Equity.

ORDERED, This 19 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 27 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 27 day of February next.

Filed JAN 19 1956 George J. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

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

Benjamin Michaelsen
Judge.

Filed FEB 28 1956

LIBER 95 PAGE 195 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. 11,122 Equity
WARREN R. SCOTT, et al,
Vs.
JAMES HAMILTON, et al.

Ordered, this 10th 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 27th 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 27th day of February next.

GEORGE T. CROMWELL, Clerk.

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

f-9

CERTIFICATE OF PUBLICATION

Annapolis, Md., February 23, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,122
Auditor Account
James Hamilton

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1956. The first insertion being made the 26th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

No. M.G. 2413

Filed FEB 27 1956

5'7

LIBER 95 PAGE 196

NEW YORK LIFE INSURANCE COMPANY Baltimore, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
CHARLES HOOFNAGLE, JR. and JOANNE HOOFNAGLE, his wife 302 Eighth Avenue Glen Burnie, Maryland	* *	No. 11,571 Equity

* * *

PETITION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the plaintiff, by McWilliams, Evans and Melvin, its attorneys, respectfully represents:

That on 14 February 1955 the defendants executed and delivered to S. L. Hammerman Organization, Inc. a mortgage upon certain real property in Anne Arundel County, therein described, to secure payment of the mortgage debt of Ten Thousand Seven Hundred Fifty Dollars ($10,750.00), and interest as therein mentioned , wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all which will appear from said mortgage, marked "Petitioner's Exhibit No. 1", and filed herewith as part of this petition.

That on 14 February 1955 for value received S. L. Hammerman Organization, Inc. assigned the said mortgage and the debt secured thereby to New York Life Insurance Company, its successors and assigns.

That said mortgagors have failed to make the monthly payments as agreed and said mortgage has been in default for a period longer than

Filed 16 Nov., 1955.

thirty (30) days.

WHEREFORE, your petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, as in duty bound, etc.

McWilliams, Evans & Melvin
212 Duke of Gloucester Street
Annapolis, Maryland
Attorneys for Plaintiff

LIBER 908 PAGE 227 LIBER 95 PAGE 198

VA Form 4-6318 (Home Loan). Aug. 1953. Use Optional. Servicemen's Readjustment Act (38 U. S. C. A. 694 (a)). Acceptable to Federal National Mortgage Association.

App. No. B-12510

MARYLAND

No. 11,571 Equity

MORTGAGE

THIS MORTGAGE, made this 14th day of February, A. D. 1955, by and between CHARLES HOOFNAGLE, JR. and JOANNE HOOFNAGLE, his wife,

of Anne Arundel County, ~~State of Maryland~~, in the State of Maryland, hereinafter called the Mortgagor, and S. L. HAMMERMAN ORGANIZATION, INC.,

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of TEN THOUSAND SEVEN HUNDRED AND FIFTY Dollars ($ 10,750.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four & one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of S. L. Hammerman Organization, Inc., in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-four and 48/100 Dollars ($ 54.48), commencing on the first day of March, 19 55, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 19 85. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

BEING known and designated as Lot No. 302, Block D, as shown on the Plat of Munroe Gardens, Section 2, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod C - 7, Plat No. 7. The improvements thereon being known as No. 302 Eighth Avenue.

BEING the same lot of ground which, by deed of assignment dated February 14, 195. and recorded or intended to be recorded among the Land Records of Anne Arundel County prior hereto, was granted and assigned by Monumental Homes Corporation to the said Mortgagors, subject to the payment of an annual ground rent of $108.00, payable in equal half-yearly instalments on the 28th days of April and October, in each and every year.

THE mortgagors hereby grant unto the said Mortgagee, its successors and assigns, the absolute right to cure any and all defaults which may be made under the terms of the original lease upon the property hereinabove described.

Petitioner's Exhibit No. 1.

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

16—62590-7

3

Filed 16 Nov., 1955.

[illegible] Mortgagor agrees that [illegible] the note and mortgage not be [illegible] Administrator for Veterans' Affairs within 60 days [illegible] said Administrator at any time claims a defense, [illegible] part against any guarantee previously given, the mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

AND WHEREAS it is mutually understood and agreed by and between the parties hereto that all the buildings, walls, [illegible] above re[illegible] frigerators, [illegible] vaneties blind[illegible] windows, [illegible] [illegible] [illegible] [illegible] of fixtures they [illegible] part of the security for the indebtedness herein mentioned and shall be covered by this mortgage.

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, for all the residue of the term of years yet to come and unexpired therein, with the benefits of renewal forever; subject to the payment of an annual ground rent of $108.00, as aforesaid.

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

16—49890-8

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

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

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

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

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

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

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

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

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

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

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

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

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

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

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

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

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

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

Witness:

Charles Hoofnagle, Jr. [SEAL]

Joanne Hoofnagle [SEAL]

[SEAL]

LIBER 95 PAGE 202

STATE OF MARYLAND, BALTIMORE CITY, to wit: LIBER 908 PAGE 231

I HEREBY CERTIFY, That on this 14th day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland, personally appeared CHARLES HOOFNAGLE, JR. and JOANNE HOOFNAGLE, his wife, known to me, or satisfactorily proven, to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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

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

My commission expires: May 2, 1955. ..... Notary Public.

Recorded-8th March, 1955, at 2 P.M.

App. No. H-12510
Written by: mw
Approved by:
Ready for record:

FOR VALUE RECEIVED, and without recourse, S. L. Hammerman Organization, Inc. hereby assigns the within mortgage and the debt secured thereby unto NEW YORK LIFE INSURANCE COMPANY, its successors and assigns.

WITNESS the corporate seal of the said S. L. Hammerman Organization, Inc. and the signature of its Vice President, hereto, this 14th day of February, 1955.

ATTEST:

S. L. HAMMERMAN ORGANIZATION, INC.

BY: I. Harold Hammerman Vice President.

Recorded- 8th March, 1955, at 2 P.M.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Mortgage, is a true copy, per photostat, as recorded in Liber J.H.H. No. 908 Folio 227, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 9th day of November A. D., 1955.

George T. Cromwell. Clerk.

GEORGE T. CROMWELL

NEW YORK LIFE INSURANCE COMPANY Baltimore, Maryland	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
	*	ANNE ARUNDEL COUNTY
CHARLES HOOFNAGLE, JR., and JOANNE HOOFNAGLE, his wife 302 Eighth Avenue Glen Burnie, Maryland	*	No. 11,571 Equity

* * *

DECREE

The petition and exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

It is thereupon, this 17th day of November, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed for the forfeiture of said mortgage; that Charles B. Bosley be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Twelve Thousand Dollars ($12,000), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further decree or order in the premises; he shall then proceed to make the said sale, having given at least three (3) weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall be one-third (1/3) cash, the balance in six (6) and twelve (12) months, or all cash as the purchaser may elect, the credit payment to bear interest from

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Filed: 17 Nov. 1955

the day of sale, and to be secured by the note or notes of the purchaser or purchasers, endorsed to the satisfaction of the said Trustee; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, petitioner and mortgagors, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

It is further ORDERED that in the event the said property is sold to someone other than the mortgagee, the said bond shall be increased to the amount of the sale.

Benjamin Richardson
Judge

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LIBER 95 PAGE 205 Milit? Affidavit under Soldiers' and Sai' 's' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

NEW YORK LIFE INSURANCE COMPANY, New York, N.Y.

vs.

CHARLES HOOFNAGLE, Jr. and JOANNE HOOFNAGLE, his wife, 302 Eighth Avenue, Glen Burnie, Maryland

IN THE

Circuit Court

[redacted] FOR [redacted] ANNE ARUNDEL COUNTY,

No. 11,571 Equity

Docket ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Montfort G. Miller

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.

Montfort G. Miller
Affiant.

Subscribed and sworn to before me this 13th day of December 19 55

Frances Harrington
Notary Public

Filed DEC 23 1955

LIBER 95 PAGE 206

NEW YORK LIFE INSURANCE COMPANY, New York, New York	*	IN THE
	*	CIRCUIT COURT
vs.	*	FOR
CHARLES HOOFNAGLE, JR., and JOANNE HOOFNAGLE, his wife, 302 Eighth Avenue, Glen Burnie, Maryland	*	ANNE ARUNDEL COUNTY
	*	No. 11,571 Equity

****

STATEMENT OF MORTGAGE CLAIM

Statement of Mortgage Claim of the New York Life Insurance Company of New York under mortgage from Charles Hoofnagle and Joanne Hoofnagle, his wife, to S. L. Hammerman Organization, Inc. dated February 14, 1951 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 908, Folio 227, and duly assigned by S. L. Hammerman Organization, Inc. to the New York Life Insurance Company on February 14, 1955 and recorded among said Land Records of Anne Arundel County in Liber J.H.H. No. 908, Folio 231. Default having occurred in the payment of said mortgage for a period of more than thirty (30) days Charles B. Bosley was appointed Trustee by Decree of The Circuit Court For Anne Arundel County in Equity to make sale of the property described in said mortgage.

Principal amount of Mortgage	$10,707.34
Interest to December 28, 1955	317.19
	$11,024.53

Edward J. Osborne
for

STATE OF NEW YORK, CITY OF NEW YORK

I HEREBY CERTIFY, That on this 15 day of December, 1955, before me, the subscriber, a Notary Public of the State of New York, in and for said City, personally appeared Edward J. Osborne, an Assistant Treasurer of said NEW YORK LIFE INSURANCE COMPANY, the Plaintiff in the above entitled case, and made oath that the foregoing is 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 Seal Notarial.

HAROLD V. ANDERSON
NOTARY PUBLIC, State of New York
No. 03-0068300
Qualified in Bronx County
Certificate filed with N.Y. County Clerk
Commission expires March 30, 1957

Harold V. Anderson
Notary Public.

Filed DEC 23 1955

Trustee's Bond

LIBER 95 PAGE 207

No. 11,571 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Charles B. Bosley, 7 St. Paul Street, Baltimore 2, Maryland

as principal,

and Maryland Casualty Company a corporation of the State of Maryland, as surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Twelve Thousand and 00/100 ($ 12,000.00) . . . . . Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 16th day of December in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden Charles B. Bosley by virtue of a degree of the Honorable the Judge of the Circuit Court of ~~Baltimore City~~ Anne Arundel County has been appointed trustee to sell Certain Property

mentioned in the proceedings in the case of New York Life Insurance Company of New York

vs.

Charles Hoofnagle, Jr. and Joanne Hoofnagle, his wife

now pending in said Court: #11,571 Equity

Now the Condition of the above Obligation is such,

THAT IF THE ABOVE BOUNDEN Charles B. Bosley 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.

Kathryn M. Healy

Signed, sealed and delivered in the presence of

L. Pill (L. Pill)

Charles B Bosley [SEAL]
Charles B. Bosley

[SEAL]

MARYLAND CASUALTY COMPANY [SEAL]

By Ralph C. Holliday *Attorney-in-Fact* [SEAL]

State of Maryland, Baltimore City, sct:

KNOW ALL MEN BY THESE PRESENTS: That the Maryland Casualty Company a corporation of the State of Maryland does hereby constitute and appoint Vandervoort Rand, Ralph C. Holliday, [redacted] Joseph F. Howell or Roberta H. Taylor its attorney -in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in the Circuit Court of ~~Baltimore City~~, Anne Arundel Co. State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said Maryland Casualty Company duly affixed by its Vice-President and attested by its Assistant Secretary, this 6th day of October, 19 50

MARYLAND CASUALTY COMPANY

By: E. Kemp Cathcart
Vice President

ATTEST:

D. W. Vauthier
Assistant Secretary

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

Dec. 16, 19 55 MARYLAND CASUALTY COMPANY

D. W. Vauthier *Assistant Secretary*

Bond approved this 23 Dec. 1955
George J. Cromwell.
clerk.

Filed DEC 23 1955

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GEORGE W. SCI.. .E - LIBER 95 PAGE 208 - - - - - - Auctioneer

McWILLIAMS, EVANS and MELVIN
Solicitors
Annapolis, Maryland

CHARLES B. BOSLEY
Solicitor
7 St. Paul Street
Baltimore, Maryland

TRUSTEE'S SALE

— OF VALUABLE —

Leasehold Property

302 Eighth Avenue
Glen Burnie, Md.

By virtue of a decree of the Circuit Court for Anne Arundel County (No. 11,571 Equity), the undersigned, Trustee, will sell at public auction, on the premises, on

WEDNESDAY, DECEMBER 28, 1955

AT 2:00 O'CLOCK P.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS thereon, situate in the Fifth Election District of Anne Arundel County and being known and designated as Lot No. 302, Block D, as shown on the Plat of Munroe Gardens, Section 21, which plat is recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 4, Rod G-7, Plat No. 7.

Subject to the payment of an annual ground rent of $108.00 payable in equal half-yearly installments on the 28th days of April and October, in each and every year.

TERMS OF SALE: One-third cash, balance in six and twelve months, or all cash, as the purchaser may elect at the time of sale: credit payments to bear interest from the day of sale and to be secured to the satisfaction of the undersigned Trustee.

All expenses to be adjusted to day of sale.

A deposit of $300 will be required of the purchaser at the time and place of sale; balance of purchase money to bear interest from day of sale.

CHARLES B. BOSLEY,
Trustee.

Filed DEC 30 1955

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LIBER 95 PAGE 209 I hereby certify that I have this 28th day of December 1955, sold the within described property to New York Life Insurance Company at and for the sum of TEN THOUSAND, FOUR HUNDRED AND FIFTY ($10450.00) DOLLARS being at that figure the highest bidder therefor; and I hereby further certify that said sale was fairly made.

Auctioneer

WE, NEW YORK LIFE INSURANCE COMPANY hereby certify that We have this 28th day of December 1955 purchased the within described property from Charles B. Bosley, Trustee, at and for the sum of Ten Thousand, Four Hundred and Fifty Dollars ($10,450.00), and hereby agree to comply with the terms of said sale as set forth on the reverse side hereof.

Charles B. Bosley (SEAL)
Charles B. Bosley,
Attorney for
New York Life Insurance Company

Filed DEC 31 1955

LIBER 95 PAGE 210

NEW YORK LIFE INSURANCE COMPANY, New York, New York	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
CHARLES HOOFNAGLE, JR., and JOANNE HOOFNAGLE, his wife, 302 Eighth Avenue, Glen Burnie, Maryland	:	ANNE ARUNDEL COUNTY
	:	No. 11,571 Equity

* * * * * * *

REPORT OF SALE

TO THE HONORABLE, JUDGE OF ANNE ARUNDEL COUNTY:

The Report of Sale of Charles B. Bosley, Trustee appointed by the decree in the above entitled cause, to make sale of Leasehold property in the proceedings in said cause mentioned, respectfully shows, that after giving bond with security for the faithful discharge of his trust, as prescribed by said decree, which was duly approved, and having given notice of the time, place, manner and terms of sale, by advertisements inserted in Maryland Gazette, a ~~daily~~ weekly newspaper published in Anne Arundel County, for more than three successive weeks preceding the day of sale, said Trustee did pursuant to said notice on Wednesday, the 28th day of December, 1955, at two o'clock P.M., attend on the premises and then and there sold said property to New York Life Insurance Company at and for the sum of Ten Thousand, Four Hundred and Fifty ($10,450.00) Dollars.

Charles B Bosley

Charles B. Bosley, Trustee

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 28th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Charles B. Bosley, Trustee, and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth, and that the sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

Kathryn M. Healy

Kathryn M. Healy-Notary Public.

Filed DEC 30 1955

CHARLES B. BOSLEY
7 ST. PAUL STREET
BALTIMORE, MD.

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LIBER 95 PAGE 211

ORDER NISI

New York Life Insurance Company

versus

Charles Hoofnagle, Jr., and
Joanne Hoofnagle, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,571 Equity

Ordered, this 30th day of December, 1955, That the sale of the real estate in these proceedings mentioned made and reported by Charles B. Bosley, Trustee

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

The report states that the amount of sale was $10,450.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed: 30 Dec 1955

New York Life Insurance Company

versus

Charles Hoofnagle, Jr., and
Joanne Hoofnagle, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 7th day of February, 1956 that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

Filed FEB 7 1956

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LIBER 95 PAGE 212

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 11,571 Equity
NEW YORK LIFE INSURANCE COMPANY
vs.
CHARLES HOOFNAGLE, JR., and JOANNE HOOFNAGLE, his wife.

Ordered, this 30th day of December, 1955, That the sale of the real estate in these proceedings mentioned made and reported by Charles B. Bosley, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $10,450.00.

GEORGE T. CROMWELL, Clerk.

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

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CERTIFICATE OF PUBLICATION

Annapolis, Md., February 6, 1956

We hereby certify, that the annexed

Order Nisi - Sale
Eq. 11,571.
Charles Hoffnagle, Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of February, 1956. The first insertion being made the 5th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Hazel P. Talgiman

No. M.G. 5183

Filed FEB 7 1956

LIBER 95 PAGE 213

In the Case of

New York Life Insurance Company

VS.

Charles Hoofnagle, Jr.,

and

Joanne Hoofnagle, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,571 Equity

To the Honorable, the Judges of said Court:

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

March 6, 1956

All of which is respectfully submitted.

Laura K. Dickelman

Auditor.

Dr. New York Life Insurance Company vs. Charles Hoofnagle, Jr., and Joanne Hoofnagle, his wife in ac.

To Trustee for Fee, viz:	50	00		
To Trustee for Commissions, viz:	343	50	393	50
To Trustee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	28	00		
Auditor - stating this account and three copies	18	00	56	00
To Trustee for Expenses, viz:				
Capital-Gazette Press - advertising sale	36	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	95		
Maryland Casualty Co. - bond premium	48	00		
George W. Scible - auctioneer's fee	25	00		
Clerk of Court - certified photostatic copy of mortgage	3	75		
One-half Federal documentary stamps	5	78		
One-half State documentary stamps	5	77		
Kathryn M. Healy - notary fee		50	148	99
To Trustee for Benefit Charges, viz: Anne Arundel County Sanitary Commission-metered water from 10/1/55 to 1/16/56	7	80	7	80
To New York Life Insurance Company, mortgagee - this balance on account mortgage claim	9,843	71	9,843	71
			10,450	00
Amount of mortgage claim filed	11,024	53		
Cr. Amount allowed above	9,843	71		
Balance subject to decree in personam	1,180	82		

with Charles B. Bosley, Trustee

				Cr.
1955				
Dec.	28	Proceeds of Sale	10,450 00	10,450 00
				10,450 00

LIBER 95 PAGE 216

ORDER NISI

New York Life Insurance Company

VERSUS

Charles Hoofnagle, Jr., and Joanne Hoofnagle, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,571 Equity.

ORDERED, This 16th day of March, 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 23rd day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of April next.

Filed MAR 16 1956 George J. Cromwell Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 4th day of April, 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.

J. Benjamin Nuchols
Judge

FILED

1956 APR 25 PM 12:31

LIBER 95 PAGE 217 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. 11,571 Equity

NEW YORK LIFE INSURANCE COMPANY

Vs.

CHARLES HOOFNAGLE, JR., and JOANNE HOOFNAGLE, his wife.

Ordered, this 16th day of March, 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 23rd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of April next.

GEORGE T. CROMWELL, Clerk.

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

a-5

FILED
1956 APR 24 PM 2:21

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,571
Auditor Account
Charles Hoofnagle Jr.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 23rd day of April, 1956. The first insertion being made the 22nd day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

LIBER 95 PAGE 218

J.Henry Ditto, Assignee Plaintiff	:	In The
	:	Circuit Court
vs.	:	for
Chester F.Ellis Defendant	:	Anne Arundel County
	:	In Equity No. 11,567

Mr. George T.Cromwell,Clerk:

Please docket the above entitled case and file the accompanying mortgage from Chester F.Ellis to Louise B.Hurst, dated August 6, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 857, folio 216, and the short assignment of said mortgage to J.Henry Ditto, dated October 31st, 1955, duly recorded among the Land Records of Anne Arundel County prior hereto, embracing the fee simple properties known as Lots Nos. 109-110-117 and 125 to 132 inclusive as shown on the Plat of Margate, recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat #3, saving and excepting therefrom, such portions of Lots Nos. 126, 127, 128 and 129 as were by Deed dated April 18th 1935, recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 136, folio 205, ~~xxx~~ conveyed by Cityco Realty Company of Baltimore City to Charles S.Bennett and Hazel Bennett, his wife.

J.Henry Ditto
Assignee of Mortgage

J.Henry Ditto
Attorneys

Filed: 10 Nov. 1955

MORTGAGE FEE—CITY OR COUNTY—F 16. LIBER 857 PAGE 216

No. 11,567 Equity

LIBER 95 PAGE 219

THIS MORTGAGE, Made this 6TH day of August - - - - - - - - - - - - - - -

in the year nineteen hundred and fifty-four - - - - - - - by and between

Chester F. Ellis -

Mortgagor of the City of Baltimore - - - - - - - - in the State of Maryland, of the first part, and

Louise B. Hurst - , Mortgagee , of the second part:

Whereas, the said Mortgagor stands justly and bona fide indebted unto the said Mortgagee in the full sum of TWO THOUSAND DOLLARS ($2,000.00) money this day loaned and advanced to be part of the purchase price of the property hereinafter described and which sum said Mortgagor hereby covenants and agrees to repay unto the said Mortgagee one year from the date hereof together with interest to accrue thereon in the meantime at the rate of 6% per annum payable semi-annually.

WHEREAS to secure the prompt payment of said indebtedness and interest in the manner herein before set forth and a strict performance of the covenants herein contained, these presents are executed. It is agreed by and between the Mortgagor and the Mortgagee herein that the said Mortgagor shall have a right to obtain releases of the property hereinafter described, as follows: Lots Nos. 109, 110, 117 upon the payment of THREE HUNDRED DOLLARS ($300.00) each and Lots Nos. 125 to 132 inclusive upon the payment of TWO HUNDRED DOLLARS ($200.00) each with interest to the date of payment.

Now this Mortgage Witnesseth, that in consideration of the premises and of the sum of One Dollar, the said Mortgagor -

- - - - - - - - - - - - - doth grant and convey unto the said Mortgagee, her - - - - -

- heirs and assigns, in fee simple, all those - - - - - - - - - - lots or parcels of ground situate and lying in ~~the~~ Anne Arundel County, State - - - - - - - aforesaid, and described as follows, to wit:—~~Beginning for~~

BEING Lots Nos. 109, 110, 117, and 125 to 132 inclusive as shown on the Plat of Margate, recorded among the Plat Records of Anne Arundel County in C.A.B. 1, Rod X, Plat #3,

SAVING AND ACCEPTING therefrom, however, such portions of Lots Nos. 126, 127, 128, and 129 as were by deed dated April 18, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 136, Folio 205, conveyed by the Cityco Realty Company of Baltimore City to Charles S. Bennett and Hazel Bennett, his wife.

BEING those lots of ground described in a deed from Louise B. Hurst to Chester F. Ellis to be recorded prior hereto among the Land Records of Anne Arundel County.

2

Filed: 10 Nov. 1955

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

To Have and To Hold the aforesaid parcel of ground and premises unto and to the proper use and benefit of Louise B. Hurst, her - heirs and assigns, forever.

Provided, that if the said Chester F. Ellis, his -

executors, administrators or assigns, shall well and truly pay, or cause to be paid, the aforesaid principal sum of TWO THOUSAND DOLLARS ($2,000.00) - dollars, and all the installments of interest thereon, when and as each of them shall respectively be due and payable as aforesaid, and shall perform each and all of the covenants herein on his - - - - - - - part to be performed, then this Mortgage shall be void.

And the said Mortgagor hereby assent to the passage of a decree for the sale of the property hereby mortgaged, such sale to take place only after a default in any of the covenants or conditions of this mortgage as herein provided; and the said Mortgagor hereby also authorize the said Mortgagee, her - - - - personal representatives, or assi[illegible]de, or her - - - - - - - - - - duly authorized Attorney or Agent

of the said Mortgagee , her - - personal representatives, or assigns, after any default in the covenants or conditions of this mortgage, to sell the hereby mortgaged property. Any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. And upon any such sale of said property, the proceeds shall be applied as follows: (1) to repayment of all expenses incident to said sale, including a fee of ONE HUNDRED ($100.00) - - Dollars and a commission to the party making the sale of said property equal to the commission allowed Trustees for making sale of property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland; (2) to the payment of all claims of the said Mortgagee , her executors, administrators or assigns hereunder whether the same shall have matured or not; (3) and the surplus (if any there be), to the said Mortgagor , his - - heirs, personal representatives or assigns, or to whoever may be entitled to the same.

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

And it is agreed that, until default be made in the premises, the said party of the first part, his - - - - executors, administrators or assigns, shall possess the aforesaid property upon paying, in the meantime, all taxes and assessments, public dues and charges levied or assessed, or to be levied or assessed, on said hereby mortgaged property, which taxes, mortgage debt and interest, public dues, charges and assessments the said party - - of the first part covenants to pay when legally payable.

And the said party of the first part further covenants to insure, and pending the existence of this Mortgage to keep insured, the improvements on the thereby mortgaged property to the amount of at least dollars, and to cause the policy to be effected thereon to be so framed or endorsed as, in case of fire, to inure to the benefit of the said Mortgagee , her - - executors, administrators or assigns, to the extent of lien or claim hereunder.

Witness the - - - - - - hand and seal

TEST:

Hilda L. Thorpe (signature)
Hilda L. Thorpe

Chester F. Ellis (signature) [SEAL]
Chester F. Ellis

[SEAL]

[SEAL]

LIBER 857 PAGE 218

State of Maryland, CITY OF BALTIMORE , ss:

I Hereby Certify, that on this sixth day of August - - - - - - - in the year one thousand nine hundred and fifty-four - - - - - before me, A Notary Publice of the State of Maryland, in and for the City - - - - - - - - - - - - aforesaid, personally appeared Chester F. Ellis - the Mortgagor named in the foregoing Mortgage, and he - - acknowledged the foregoing Mortgage to be his - - - - - - act. At the same time also appeared Louise B. Hurst - 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.

Hilda L. Thorpe (signature)
Hilda L. Thorpe, Notary Public

Recorded: August 25, 1954 at 9 A.M.

LIBER 95 PAGE 222

MORTGAGE

~~FROM~~

To

Louise B. Hurst

~~TO~~

From

Chester F. Ellis

BLOCK NO.

Received for Record 25 Aug, 1954, at 9:00 o'clock A M. Same day recorded in ~~Liber~~ No. 857 Folio 216 &c., Records of a a co

and examined per

JOHN H. HOPKINS, 3rd, Clerk.

Cost of Record, $ 9.00

The Daily Record Company, Baltimore, Md.

For Value received Louise B.Hurst does hereby assign the within mortgage to J.Henry Ditto
Witness my hand and seal this 31st day of October, 1955

WITNESS Hilda L. Thorpe

Louise B. Hurst (SEAL)
Louise B. Hurst

File in Equity Case No. 11567

3M-5-37

SHORT ASSIGNMENT

OF MORTGAGE

FROM

LOUIS B. HURST

TO

J. HENRY DITTO

BLOCK * ANNE ARUNDEL COUNTY

Received for Record 10 Nov 1955 *at* 3:10 *o'clock* P *M. Same day Recorded in Liber* ~~XXXXX~~ G.H.A. *No.* 857 *Folio* 218 *etc., one of the* Anne Arundel County *Records of* ~~XXXXXXXXX~~ *and examined.*

Per

GEORGE T. CROMWELL, ~~[illegible]~~ Clerk

Clerk.

100 pp

LIBER 95 PAGE 223 Militar \ffidavit under Soldiers' and Sai s' Civil Relief Act of 1940 and Amendment thereto of October 6, 1942

J.Henry Ditto, Assignee

Plaintiff

vs.

Chester F.Ellis

Defendant

IN THE

Circuit Court

for

Anne Arundel County-In Equity

No. 11,567 Equity

Docket ..... Fol. .....

Military Affidavit

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared J.HENRY DITTO,

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.

J. Henry Ditto
Affiant.

Subscribed and sworn to before me this 30th day of November 1955

Effie M. Sullivan
Notary Public

NOTARY PUBLIC BALTIMORE CO.

6

Filed 1 Dec., 1955.

STATEMENT OF MORTGAGE CLAIM LIBER 95 PAGE 224

J.Henry Ditto, Assignee

Plaintiff

vs.

Chester F.Ellis

Defendant

IN THE

CIRCUIT COURT

for

~~X-OF-X~~

Anne Arundel County- In Equity

~~BALTIMORE CITY~~

No. 11,567 Equity

STATEMENT OF MORTGAGE DEBT

Principal of mortgage	$2000.00
Paid 9/17/54	300.00
	1700.00
Interest on $2000.00 8/16/54 to 9/17/54	13.33
Interest on $1700.00 9/18/54 to 9/18/55	102.00
Interest 9/19/55 to 12/16/55	24.64
Balance due	$1839.97

Effie M. Sullivan

J. Henry Ditto
Assignee

STATE OF MARYLAND, CITY OF BALTIMORE; Sct.

I HEREBY CERTIFY, That on this ..... day of ..... 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

J. HENRY DITTO, Assignee

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

As witness my hand and Notarial Seal,

Effie M. Sullivan
Notary Public.

Filed 1 Dec., 1955.

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE OF MARYLAND BALTIMORE 3

No. 11,567 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Henry Ditto
805 Fidelity Building
Baltimore, Maryland as Principal,
and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of TWO THOUSAND AND 00/100 - ($2,000.00) - - - - Dollars, to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 29th day of December in the year of our Lord nineteen hundred and fifty five.

Whereas, the above bounden J. Henry Ditto

by virtue of the power contained in a mortgage from Chester F. Ellis

to Louise B. Hurst

bearing date the 6th day of August, 1954 and recorded among the mortgage records of Anne Arundel County in Liber J.H.H. No. 857 Folio 216 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden J. Henry Ditto

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

In Testimony Whereof, the above bounden J. Henry Ditto

has hereto set his hand and 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:

Effie M. Sullivan — J. Henry Ditto (SEAL)
J. Henry Ditto

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. Berg
C. Berg *As to Surety* By E. V. Shockley
E. V. Shockley Attorney-in-Fact

MD3228a—500, 6-49 124470
Mortgagee's or Attorney's Bond

approved this 1 Dec., 1955
George T. Cromwell, Clerk.
Filed 1 Dec., 1955.

State of Maryland, Baltimore City, sct: LIBER 95 PAGE 226

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,
November 29, 1955

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. GILLISS *Assistant Secretary*

LIBER 95 PAGE 227 Additional Bond

A STOCK COMPANY — ESTABLISHED 1890

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

No. 11,567 Equity

KNOW ALL MEN BY THESE PRESENTS:

That we, J. Henry Ditto
805 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 SIX HUNDRED AND 00/100 ----------
----------($600.00) ---------- 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 December
in the year of our Lord nineteen hundred and fifty-five

Whereas, the above bounden J. Henry Ditto

by virtue of the power contained in a mortgage from Chester F. Ellis

to Louise B. Hurst
bearing date the 6th day of August, 1954 and recorded
among the mortgage records of Anne Arundel County
in Liber J.H.H. No. 857 Folio 216 and he

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden J. Henry Ditto

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

In Testimony Whereof, the above bounden J. Henry Ditto

has hereto set his hand and 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:

Effie M Sullivan

J. Henry Ditto (SEAL)

(SEAL)

Witness:

B. Miller
B. Miller *As to Surety*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

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

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

Approved this 20th Dec 1955.
George J. Cromwell. Clerk

Filed: 20 Dec. 1955

State of Maryland, Baltimore City, sct:

LIBER 95 PAGE 228

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. C. YOST
Assistant Secretary

By: E. R. NUTTLE
Vice-President

I HEREBY CERTIFY that the above is a correct and true copy of the original Power of Attorney.

December 19, 19 55

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

F. H. Beckwith *Assistant Secretary*

J.HENRY DITTO, ASSIGNEE PLAINTIFF	:	IN THE CIRCUIT COURT
VS.	:	FOR
CHESTER F. ELLIS DEFENDANT	:	ANNE ARUNDEL COUNTY-IN EQUITY No. 11, 567 Equity

. . . . .

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

The Report of Sale of J.Henry Ditto, Assignee of Mortgage filed in the above entitled cause, respectfully shows:

1. That after giving bond with security for the faithful discharge of his duties as such Assignee, which was duly approved and having given twenty days notice of the time, place, manner and terms of sale by advertisement inserted in the Maryland Gazette a newspaper printed and published in Anne Arundel County, said Assignee, did pursuant to said notice, on **Friday**, December 16th 1955, at 3:30 o'clock P.M. attend at the Court House Door, Annapolis, Maryland, and then and there sold the fee simple lots described in the mortgage filed in the above entitled cause, under the power therein conferred on him, which property is fully described in the Attached Advertisement of sale, subject to the restrictions of record, **if any**, unto HOWARD J. WHITE, the highest bidder therefor, at and for the price or sum of Twenty-six hundred dollars ($2600.00) Cash upon ratification of sale, and that said sale was fairly made, and for the most money which could be obtained for said property.

RESPECTFULLY SUBMITTED

J.Henry Ditto-Assignee

LEVY & DITTO, ATTORNEYS
804-5 FIDELITY BUILDING

Assignee's Sale
OF VALUABLE UNIMPROVED FEE SIMPLE PROPERTIES

In pursuance of the power contained in a mortgage from Chester F. Ellis, to Louise B. Hurst, dated August 6, 1954, recorded among the Land Records of Anne Arundel County in Liber JHH No. 857, folio 210, the undersigned Assignee of said Mortgage (default having occurred therein) will sell by Public Auction, at the Court House Door, Annapolis, Maryland, on

Friday, Dec. 16th, 1955 at 3:30 o'clock P.M.

The lots of ground situate in Anne Arundel County and known as Lots Nos. 109-117 and 125 to 132 inclusive as shown on the Plat of Margate, which plat is recorded among the Plat Records of Anne Arundel County in Cabinet 1, Rod X, Plat No. 3.

Saving and excepting therefrom however, such portions of lots Nos. 126-127-128 and 129 as were by deed dated April 18, 1935, recorded among the Land Records of Anne Arundel County in Liber F. A. M. No. 130, folio 205, conveyed by Cityco Realty Company of Baltimore City to Charles S. Bennett and Hazel Bennett, his wife.

Subject to restrictions of record, if any.

TERMS OF SALE:-One third cash, balance in six and twelve months, with interest on credit balances, or all cash at purchasers option at time of sale. Expenses to be adjusted to day of sale. Deposit of $300. required at sale, balance to bear interest from day of sale. Revenue stamps to be divided.

J. HENRY DITTO,
Assignee.

E. T. NEWELL & CO. INC.,
Auctioneers.

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, that on this 19th day of December, in the year nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City aforesaid, personally appeared J.HENRY DITTO, Assignee

Filed: 20 Dec 1955

of the Mortgage filed in the above entitled cause, and made oath in due form of law that the matters and facts set forth in the aforegoing Report of Sale are true as therein set forth to the best of his knowledge and belief.

AS WITNESS my hand and Notarial Seal.

Effie M. Sullivan
Notary Public

LIBER 95 PAGE 231

ORDER NISI

J. Henry Ditto, Assignee

versus

Chester F. Ellis

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,567 Equity

Ordered, this 20th day of December, 19 55, That the sale of the real estate in these proceedings mentioned made and reported by J. Henry Ditto, Assignee ~~Trustee~~,

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

The report states that the amount of sales ~~stock~~ was $2600.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed: 20 Dec. 1955

J. Henry Ditto, Assignee

versus

Chester F. Ellis

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 31st day of January, 1956, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed JAN 31 1956

LIBER 95 PAGE 232

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 25, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,567

Chester F. Ellis.

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 23rd day of January, 1956. The first insertion being made the 12nd day of December, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed JAN 31 1956

No. M.G. 5157

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,567 Equity
J. HENRY DITTO, Assignee
Vs.
CHESTER F. ELLIS

Ordered, this 20th day of December, 1955, That the sale of the real estate in these proceedings mentioned made and reported by J Henry Ditto, Assignee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 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.

The report states that the amount of sale was $2000.00.

GEORGE T CROMWELL, Clerk.

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

J-12

In the Case of

J. Henry Ditto,
Assignee
vs.
Chester F. Ellis

In the

Circuit Court

For

Anne Arundel County

No. 11,567 Equity

To the Honorable, the Judges of said Court:

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

March 1, 1956

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Dr. J. Henry Ditto, Assignee vs. Chester F. Ellis in ac.

To Assignee for Fee, viz:	100	00		
To Assignee for Commissions, viz:	110	56	210	56
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Clerk of Court - Court costs	29	50		
Auditor - stating this account	13	50	53	00
To Assignee 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		
Fidelity & Deposit Co. of Md. -bond premiums	12	50		
E. T. Newell & Co. - auctioneer's fee	50	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Effie M. Sullivan - notary fees	1	00		
Clerk of Court - recording assignment	1	00	115	56
To Assignee for Taxes, viz:				
1955 State and County taxes on Lot 110 (jointly assessed)	2	50		
1955 State and County taxes ($26.61) - 11 months 16 days	25	57		
1956 State and County taxes on Lot 110 (jointly assessed)	2	48	30	55
Louise B. Hurst, mortgagee - in full for mortgage claim filed	1,839	97	1,839	97
To Chester F. Ellis, mortgagor - this balance	372	62	372	62
			2,622	26

with

J. Henry Ditto, Assignee

Cr.

1955							
Dec.	16	Proceeds of Sale		2,600	00		
		Interest on deferred payment of					
		$2,300.00 - 1 month 29 days		22	26	2,622	26
						2,622	26

ORDER NISI LIBER 95 PAGE 236 In the

J. Henry Ditto,

Assignee

VERSUS

Chester F. Ellis

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,567 Equity.

ORDERED, This 16th day of March, 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 23rd day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of April next.

Filed MAR 16 1956 George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 24th day of April, 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~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge.

FILED

1956 APR 24 PM 3:20

LIBER 95 PAGE 237 OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 6, 1956

We hereby certify, that the annexed

Order Nisi - Aud. Acct. Eq. 11567

Chester F. Ellis

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 April, 1956 The first insertion being made the 22nd day of March, 1956

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,507 Equity
J. HENRY DITTO, Assignee
Vs.
CHESTER F. ELLIS

Ordered, this 10th day of March, 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 23rd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of April next.

GEORGE T. CROMWELL, Clerk.

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

a-5

FILED
1956 APR 10 PM 12:52

3489

It

LIBER 95 PAGE 238

SYMONE S. SPECTOR, ASSIGNEE	*	
	*	IN THE
VS.	*	
FREDERICK JOHNS AND MARY JOHNS, His wife, And CLARENCE HALL And LUCILLE B. HALL, His wife, 173 Smithville Avenue, Annapolis, Maryland	*	CIRCUIT COURT
	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,283
	*	
	*	
	*	

****

ORDER TO DOCKET MORTGAGE FORECLOSURE CASE

Mr. Clerk:

Please docket the above entitled case and file among papers the attached form marked "Plaintiff's Exhibit "A";

Samuel Schenker

Samuel Schenker,
Attorney For Assignee

SAMUEL SCHENKER
ATTORNEY AT LAW
15 SCHOOL STREET
ANNAPOLIS, MARYLAND

Filed 7 Mar. 1955

95 PAGE 239 LIBER 804 PAGE 2[illegible] No. 11,282 Equity

THIS MORTGAGE, Made this 11th day of December, 19 53, by and between

FREDERICK JOHNS AND MARY JOHNS, his wife, & CLARENCE F. HALL & LUCILLE B. HALL, HIS WIFE

of Anne Arundel County, in the State of Maryland, Mortgagors, and

Forest G. Fitz, t/a The FITZ COMPANY, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted to the Mortgagee in the full sum of One thousand nine hundred eighty-four and 65/100 Dollars ($1,984.65), and have agreed to repay the said sum in 60 consecutive monthly instalments of $ 33.08 each, (except the final instalment which shall be the balance then due on this Mortgage), commencing one month from the date hereof and continuing on the same date of each month thereafter until said sum is paid in full, at the office of the said Mortgagee or its assigns, with interest after maturing of the entire balance as herein provided at the rate of 6% per annum and to secure the payment of which this Mortgage is executed.

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 the sum of One Dollar, the said Mortgagors do grant, convey and assign unto the said Mortgagee, his or its personal representatives, successors or assigns all that lot of ground and promises located in Anne Arundel County, known as 143 Smithville Avenue, Annapolis, Md.

and more fully described in a Deed dated 4/13/50, from Louis M. Strauss, Trustee

recorded among the Land Records of Anne Arundel County, Liber JHH 567, Folio 260.

TOGETHER with the improvements thereon and the rights or appurtenances thereto belonging or in anywise appertaining, including all heating, gas and plumbing apparatus and fixtures.

TO HAVE AND TO HOLD the said lot of ground, with the improvements and appurtenances aforesaid, unto the said Mortgagee, his or its personal representatives, successors or assigns, [illegible] in feesimple.

PROVIDED, HOWEVER, if the said Mortgagors, their heirs, personal representatives or assigns, shall make the payments and perform the covenants and conditions herein mentioned on their part to be made and performed, then this Mortgage shall be void. And the said Mortgagors for themselves, their heirs, personal representatives and assigns, covenant with the said Mortgagee, his or its personal representatives, successors or assigns, as follows:

To pay to them the said monthly instalments promptly when due; to pay all ground rent and taxes or public charges for which the property hereby mortgaged may become liable when payable and to exhibit the receipts therefor to the said Mortgagee on its demand and to keep the improvements on the said mortgaged property fully insured from loss by fire and other hazards and casualties as the said Mortgagee may from time to time require, for the use of the Mortgagee in some company acceptable to the said Mortgagee to the extent of its lien thereon, and to deliver the policy to the Mortgagee; to pay a "late charge" of 5.05 per $1.00, maximum $5.00 on any instalment more than 15 days past due, to cover the extra expense involved in handling delinquent payments. The entire balance of the mortgage debt hereby secured shall immediately become due and payable, upon default in payment of any instalment hereinabove provided, or in event title to the herein mortgaged property be acquired by any person, partnership, or corporation, other than the Mortgagors, by voluntary or involuntary grant or assignment, or in any other manner without the written consent of the Mortgagee, his or its personal representatives, successors or assigns, or in the event of a default in any of the covenants or conditions of this Mortgage.

AND, it is agreed that until default is made, the said Mortgagors, their heirs, personal representatives and assigns, may retain possession of the mortgaged property, and upon default the Mortgagors consent to the immediate appointment of a Receiver.

AND, the said Mortgagors hereby assent to the passage of a decree for the sale of the property hereby mortgaged, (the sale to take place after a default in any of the covenants or conditions of this mortgage as herein provided), and the said Mortgagors hereby also authorize the said Mortgagee, his or its personal representatives, successors or assigns or its duly authorized Attorney or Agent, after any default in the terms of this Mortgage, to sell the hereby mortgaged property, and any such sale, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment, or addition thereto. The Mortgagors warrant specially the property hereby conveyed. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the hands and seals of said Mortgagors.

WITNESS, as to all:

George J. Habn, Jr.
Comm. Exp. Aug. 2 1955

Frederick Johns (SEAL)
Frederick Johns

Mary Johns (SEAL)
Mary Johns

Clarence F. Hall (SEAL)
Clarence Hall

Lucille B. Hall (SEAL)
Lucille Hall

STATE OF MARYLAND, CITY OF SALTY, to wit:

I HEREBY CERTIFY, That on this 11th day of December, 19 53, before me, the subscriber, a Notary Public of the State of Maryland, in and for [illegible] aforesaid personally appeared Frederick Johns and Mary Jones, wife and Clarence Hall & Lucille Hall, wife the Mortgagors named in the foregoing Mortgage, and they acknowledged the foregoing Mortgage to be their act. At the same time also appeared [illegible], who made oath in due form of law that he is the Agent of The Fitz Company, the Mortgagee, and duly authorized to make this affidavit, and, as said Agent, made oath in due form of law that the consideration set forth in said Mortgage is true and bona fide as therein set forth.

Recorded: December 23, 1953 at 11.40 A.M.

Filed 7 Mar. 1955

AS WITNESS my hand and Notarial Seal.

George J. Habn, Jr. Notary Public

Comm. Exp. Aug. 2nd 1955

LIBER 804 PAGE 254

ASSIGNMENT

LIBER 95 PAGE 240

Baltimore, Maryland Dec 18 1953 19

FOR VALUE RECEIVED, I/we hereby assign the within Mortgage and the debt thereby secured to

BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION

AS WITNESS my/our hand(s) and seal(s) the day and year first above written.

(Corporate Seal Here.)

THE FITZ COMPANY

BY Forest G. Fitz (SEAL)

Forest G. Fitz Owner

(SEAL)

TEST:

Gretchen E. Bisasky

Gretchen E. Bisasky

Recorded: December 23, 1953 at 11.40 A.M.

Mortgage

FROM

Frederick Johns and Mary Johns, his wife and Clarence Hall and Lucille Hall, his wife

TO

The Fitz Company

ASSIGNED TO

Baltimore Federal Savings & Loan Association

RECEIVED FOR RECORD on the 23 day of Dec, A.D. 1953, at 11.40 o'clock A.M., and recorded in Liber No. 804 at folio 253 one of the Land Records for A.A. Co

JOHN H. HOPKINS, 3rd

SYMONE ... Clerk.

ATT ...

244 EQUIT ...

RELEASE

FOR VALUE RECEIVED, the within Mortgage and the debt thereby secured is hereby released by the undersigned this day of , 19

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the day and year above written.

TEST:

March 2, 1955

FOR VALUE RECEIVED, we hereby assign the within mortgage to Symone S. Spector, Attorney, for purposes of foreclosure.

ASWITNESS our hands and seals, the day and year above written.

PALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION

ATTEST:

BY

Gerard A. Fangman, Secretary

Asst.

Charles L. Ashley, Asst. Vice President

Recd. 23 Dec 53 11.40 A.M.

JOHN H. HOPKINS, 3rd Clerk

SYMONE S. SPECTOR, ASSIGNEE	*	11283 Equity No.
VS.	*	In THE
CLARENCE F. HALL AND LUCILLE B. HALL, HIS WIFE AND FREDERICK JOHNS AND MARY JOHNS HIS WIFE	*	CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

MORTGAGE FORECLOSURE STATEMENT

Balance due as of Eeb. 2, 1955	$2067.40
Credit-March 21, 1955	50.00
Total	$2017.40

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that Symone S. Spector, Assignee of the Mortgage from Federick Johns et al., to Forest G. Fitz, T-A The Fitz Company personally appeared before me the subscriber, a Notary Public, of State and County aforesaid and acknowledged the above mortgage foreclosure statement to be true to the best of his knowledge and belief.

WITNESS My Hand and Notarial Seal

Notary Public

Filed: 4 Oct. 1955

1M—5-49.

No. 11,283 Equity

LIBER 95 PAGE 242

Know All Men by these Presents:

That we, SYMONE S. SPECTOR, 244 Equitable Building, Baltimore 2, Md., as Principal

and AMERICAN EMPLOYERS' INSURANCE COMPANY, a corporation of the Commonwealth of Massachusetts, Boston, Mass. as Surety, are held and firmly bound unto the State of Maryland in the full and just sum of Three Thousand ($3,000)

Dollars, to be paid to the said State, or its certain Attorney, to which payment, well and truly to be made and done, we bind ourselves, and each of us, our, and each of our Heirs, Executors and Administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this 16th day of September in the year nineteen hundred and fifty-five

WHEREAS, the above bounden Symone S. Spector, Assignee

by virtue of the power contained in a mortgage from Frederick Johns and Mary Johns, his wife and Clarence F. Hall and Lucille B. Hall, his wife to Fitz Company, Mortgagee,

bearing date the 11th day of December nineteen hundred and fifty-three, and recorded among the Mortgage Records of ~~Baltimore~~ Anne Arundel County in Liber JHH No. 804 Folio 253 and

WHEREAS, the said Symone S. Spector, Assignee,

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

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH:

That if the above bounden Symone S. Spector

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

Signed, Sealed and Delivered in the presence of

Symone S. Spector [SEAL]

Stanley Paul

Doris Siffrin

Doris Siffrin (as to Surety)

AMERICAN EMPLOYERS' INSURANCE COMPANY [SEAL]

By: Elsie C Evans [SEAL]

Elsie C. Evans, Attorney-in-Fact

Bond approved 4 Oct 1955

George S. Cromwell Clerk

Filed: 4 Oct. 1955

ROBERT CAMPBELL - - - LIBER 795 PAGE 243 - - - Auctioneer

SAMUEL SCHENKER
Attorney at Law
150 South Street
Annapolis, Maryland

ASSIGNEE SALE

— OF VALUABLE —

Fee Simple Property

Property located in the Sixth Election District of Anne Arundel County, State of Maryland, formerly designated as 173 Smithville Avenue, Annapolis, Maryland, now known as 1112 Smithville Avenue.

Under and by virtue of the power of sale contained in a mortgage from Frederick Johns and Mary Johns, his wife, and Clarence F. Hall and Lucille P. Hall, his wife, to Forest G. Fitz, T-A The Fitz Company, dated the 11th day of December, 1953, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 804, Folio 253, (default having occurred thereunder) the undersigned Assignee of said Mortgage will offer for sale by public auction, at the Court House, hereinafter described, located on Church Circle, Anne Arundel County, Annapolis, Maryland, on

TUESDAY, OCTOBER 11th, 1955

AT 11:00 O'CLOCK, A.M.

the property described in said Mortgage, situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a stake situated on the east side of Russell Avenue, marking the southwest corner of the Marty Gilden property and running thence south 63 degrees 43 minutes east 80.3 feet to a pipe, thence continuing south 63 degrees 43 minutes east 17.0 feet to a stake; thence along the fence south 25 degrees 32 minutes 40 seconds west 106.20 feet to a pipe found on the north side of Smithville Avenue; thence north 71 degrees 29 minutes 20 seconds west 16.94 feet to a stake marking the division line between two two-story frame dwellings; thence north 71 degrees 29 minutes 20 seconds west 47.01 feet to a stake on the north side of Smithville Avenue thence with a right curve having a radius of 30.42 feet and with a L. C. of 51.62 feet to a point; thence north 25 degrees 45 minutes East 84.99 feet to the point of beginning.

Being the same property that was conveyed to the said Mary Johns as life tenant, and upon her death to Lucille Persons Hall and Clarence F. Hall, her husband, their heirs and assigns in fee simple, as tenants by the entireties, by Louis M. Strauss, Trustee, by deed dated April 19, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 567, Folio 260.

IMPROVEMENTS: Five Room Frame House.

TERMS OF SALE: A cash deposit of 10% of sale price will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses and all other assessments to be adjusted to date of sale.

SYMONE S. SPECTOR,
Assignee.

Filed: 14 Oct. 1955

SYMONE S. SPECTOR, ASSIGNEE	*	IN THE
	*	CIRCUIT COURT
Vs.	*	FOR
FREDERICK JOHNS AND MARY JOHNS, HIS WIFE, et al,	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11283

******

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 11th day of October, 1955, sold the property described on the handbill at and for the sum of $2225.00 xx, to Edward H. Legum & Miriam R. Legum T/A Jerman Realty Co. being at that figure the highest bidder therefore, and I further certify that the sale was fairly made.

Robert H. Campbell,
Auctioneer

I hereby certify that we have on the 11th day of October, 1955, purchased the property described in the handbill from Symone S. Spector, Assignee of the Mortgage, at and for the sum $2225.00 xx, hereby agree to comply with the terms of the sale as set forth in the handbill.

TEST
Samuel Schenker

Edward H. Legum
Miriam R. Legum - agt.
Edw. H. Legum

1

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET,
ANNAPOLIS, MARYLAND

Assignee Sale

OF VALUABLE
FEE SIMPLE PROPERTY

Property located in the Sixth Election District of Anne Arundel County, State of Maryland, formerly designated as 173 Smithville Avenue, Annapolis, Maryland, now known as 1112 Smithville Avenue.

Under and by virtue of the power of sale contained in a mortgage from Frederick Johns and Mary Johns, his wife, and Clarence F. Hall and Lucille P. Hall, his wife, to Forest G. Fitz, T/A The Fitz Company, dated the 11th day of December, 1953, and recorded among the Land Records of Anne Arundel County, in Liber J. H. H. 804, Folio 253, (default having occurred thereunder) the undersigned Assignee of said Mortgage will offer for sale by public auction, at the Court House, hereinafter described, located on Church Circle, Anne Arundel County, Annapolis, Maryland, on

TUESDAY, OCTOBER 11TH, 1955,
AT 11:00 O'CLOCK, A. M.

the property described in said Mortgage, situate, lying and being in the Sixth Election District of Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a stake situated on the east side of Russell Avenue, making the southwest corner of the Marty Gilden property and running thence south 63 degrees 43 minutes east 80.3 feet to a pipe, thence continuing south 63 degrees 43 minutes east 17.0 feet to a stake; thence along the fence south 25 degrees 32 minutes 40 seconds west 100.20 feet to a pipe found on the north side of Smithville Avenue; thence north 71 degrees 20 minutes 20 seconds west 16.04 feet to a stake marking the division line between two two-story frame dwellings; thence north 71 degrees 20 minutes 20 seconds west 47.01 feet to a stake on the north side of Smithville Avenue thence with a right curve having a radius of 30.42 feet and with a L. C. of 51.02 feet to a point; thence north 25 degrees 45 minutes East 84.09 feet to the point of beginning.

Being the same property that was conveyed to the said Mary Johns as life tenant, and upon her death to Lucille Persons Hall and Clarence F. Hall, her husband, their heirs and assigns in fee simple, as tenants by the entireties, by Louis M. Strauss, Trustee, by deed dated April 19, 1950, and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 667, Folio 260.

IMPROVEMENTS: Five Room Frame House.

TERMS OF SALE: A cash deposit of 10% of sale price will be required of the purchaser at the time and place of sale, balance of purchase money upon final ratification of sale by the Circuit Court of Anne Arundel County, and to bear interest at 6% from the date of sale to date of settlement. Taxes and all other expenses and all other assessments to be adjusted to date of sale.

SYMONE S. SPECTOR,
Assignee.

ROBERT CAMPBELL, Auctioneer.

o-10

OFFICE OF [illegible]RER 95 PAGE 245

Evening Capital

Published by

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

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 11, 1955

We hereby certify, that the annexed

Assignee Sale

Frederick Johns

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 11th day of October, 1955. The first insertion being made the 19th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By [illegible]

Filed: 14 Oct. 1955

LIBER 95 PAGE 246

SYMONE S. SPECTOR, ASSIGNEE	*	IN THE
VS	*	CIRCUIT COURT
FREDERICK JOHNS AND MARY JOHNS, HIS WIFE, et al	*	FOR
	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. #283

****

ASSIGNEE' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Symone S. Spector, Assignee of the Mortgage, by Samuel Schenker, Attorney, of property known as 1112 Smithville Avenue, in the proceedures in said cause mentioned, respectfully shows:

That after giving bond with security for the faithfil performance, as prescribed by law, and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, he did attend at the courthouse door in the City of Annapolis, Maryland, on Tuesday, October 11, 1955, at 11 a.m., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceeding, to wit:

All that lot, or parcel of land situate in the City of Annapolis, Maryland, and described as follows:

BEGINNING for the same at a stake situated on the east side of Russell Avenue, marking the southwest corner of the Marty Gilden property and running thence south 63 degrees 43 minutes east 80.3 feet to a pipe, thence continuing south 63 degrees 43 minutes east 17.0 feet to a stake; thence along the fence south 25 degrees 32 minutes 40 seconds west 106.20 feet to a pipe found on the north side of Smithville Avenue;

SAMUEL SCHENKER
ATTORNEY AT LAW
180 SOUTH STREET
ANNAPOLIS, MARYLAND

Filed: 14 Oct. 1955

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thence north 71 degrees 29 minutes 20 seconds west 16.94 feet to a stake marking the division line between two two-story frame dwellings; thence north 71 degrees 29 minutes 20 seconds west 47.01 feet to a stake on the north side of Smithville Avenue thence with a right curve having a radius of 30.42 feet and with a L. C. of 51.62 feet to a point; thence north 25 degrees 45 minutes East 84.99 feet to the point of beginning.

Being the same property that was conveyed to the said Mary Johns as life tenants, and upon her death to Lucille Persons Hall and Clarence F. Hall her husband, their heirs and assigns in fee simple, as tenants by the entireties, by Louis M. Strauss, Trustee, by deed dated April 19, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 567, Folio 260.

Said property being sold to Edward H. Legum and Miriam R. Legum, his wife, t/a The Jemm Realty Co. at and for the sum of Two thousand two hundred and twenty-five---------- Dollars ($2,225.00), they being at that price then and there the highest bidder therefor. The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Symone S. Spector
Assignee of Mortgage

Samuel Schenker
Attorney for Assignee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 11th day of October, 1955 before me, the subscriber, a Notary Public of the State of Maryland, in and for the county aforesaid, personnally appeared

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

10

Symone S. Spector, Assignee, and Samuel Schenker, Attorney for Assignee, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS my hand and Notarial seal

J. E. LANE NOTARY PUBLIC ANNE ARUNDEL COUNTY, MARYLAND

Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

copies

LIBER 95 PAGE 249

ORDER NISI

Symone S. Spector, Assignee

versus

Frederick Johns and Mary Johns, his wife, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,283 Equity

Ordered, this 14th day of October, 19 55, That the sale of the property in this cause mentioned made and reported by Samuel Schenker, Attorney for Assignee

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of November next.

The report states that the amount of sale was $2,225.00

George T. Cromwell Clerk.

True Copy.

Filed: 14 Oct. 1955

TEST: Clerk.

(Final Order)

Symone S. Spector, Asssignee

versus

Frederick Johns and Mary Johns, his wife, et al

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 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.

12

SYMONE S. SPECTOR, ASSIGNEE *

VS. *

CLARENCE HALL, ET AL *

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

EQUITY NO. 1148

****

PETITION TO ALLOW ASSIGNEE

TO CONVEY A CORRECTED

DESCRIPTION OF PROPERTY

Symone S. Spector, Assignee of Mortgage, by Samuel Schenker his attorney and the Jemm Realty Company, by Edward Legum, does respectfully show:

1. That Symone S. Spector, Assignee of Mortgage, did inadvertently use the metes and bounds description of the entire tract of land of which the mortgage property was but a part thereof, consisting of 0.04 acres in accordance with the plat of T.T. Pantaleo, Registered Surveyor, dated June, 1948, and recorded among the Land Records of Anne Arundel County, in Liber J.H.H. 567 folio 257, running 16.94 on Smithville Avenue, with approximately even depth of 106.20 feet.

2. That the advertisement which is a part of this case referred to the proper Liber and folio number and to the proper conveyance and referred correctly to the improvements thereon.

3. That Edward Legum on behalf of Jemm Realty Company, was aware of the size and amount of the property that he was purchasing at the said sale and did not depend on the metes and bounds description as contained in the advertisement.

4. That the mortgagors cannot complain in as much as the advertisement encompassed more than what they actually owned and if anything might have induced a higher price than that which the property might have been bought.

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

Filed: 3 Nov 1955

WHEREFORE your petitioner prays:

1. That the Court pass an order allowing Symone S. Spector, Assignee of Mortgage to convey the mortgaged property by proper description, provided that all other necessary requirements of a mortgage foreclosure sale are properly carried out.

Samuel Schenker
Samuel Schenker,
Attorney for Symone S.
Spector, Assingee

Edward H. Legum
Jemm Reality Company,
by Edward Legum

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 1st day of November, 1955 Samuel Schenker, Attorney for Symone S. Spector, Assignee of Mortgage, and Edward Legum, on behalf of Jemm Reality Company, personally appeared before me the Subscriber, A Notary Public, of State and County, and acknowledged the above to be true to the best of their knowledge and belief.

Notary Public

ORDER OF COURT

It is hereby ordered by the Circuit Court for Anne Arundel County, sitting in Equity No. 11,253, this 3d day of November, 1955, that Symone S. Spector, Assignee of the Mortgage, be allowed to convey ~~to~~ the property known as 1112 Smithville Avenue, by a corrected description as distinct from the description set forth in the advertisement, provided that all of the facets of the mortgage foreclosure sale are properly complied with, and the original Mortgage is refiled.

Benjamin Michaelson
Judge

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

Filed: 3 Nov. 1955

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LIBER 95 PAGE 252

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,283 Equity
SYMONE S. SPECTOR, Assignee
Vs.
FREDERICK JOHNS and MARY JOHNS, his wife, et al.

Ordered, this 14th day of October, 1955, That the sale of the property in this cause mentioned made and reported by Samuel Schenker, Attorney for Assignee Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 18th day of November next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 18th day of November next.

The report states that the amount of sale was $2,225.00.

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

n-7

No. E.C. 810

15

CERTIFICATE OF PUBLICATION

Annapolis, Md., November 9, 1955

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,283

Frederick Johns

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 18th day of November, 1955. The first insertion being made the 17th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By W. Tilghman

Filed 22 Nov., 1955.

SYMONE S. SPECTOR, ASSIGNEE	:	
	:	IN THE
VS.	:	CIRCUIT COURT
	:	FOR
FREDERICK JOHNS AND MARY JOHNS, HIS WIFE, et al	:	ANNE ARUNDEL COUNTY
	:	EQUITY NO. 11283
	:	

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

ASSIGNEE' REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of Symone S. Spector, Assignee of the Mortgage, of the property known as 1112 Smithville Avenue, in the proceedings in said cause mentioned, respectfully shows:

That after giving bond with security for the faithful performance, as prescribed by law, and giving notice of the time, place, manner and terms of sale by advertisement in the "Evening Capital", a newspaper published in Anne Arundel County, said advertisement being for more than three weeks before the day of sale, pursuant to said notice, he did attend at the courthouse door in the City of Annapolis, Maryland, on Tuesday, October 11, 1955, at 11 a.m., the time and place mentioned in said advertisement; and then and there, in the presence of a number of persons, did proceed to sell at public sale the property mentioned in these proceeding, to wit:

ALL that lot, or parcel of land situate in the City of Annapolis, Maryland, and described as follows:

ALL that lot of ground containing 0.04 acres of land as shown on a plat made by T. T. Pantaleo, Surveyor, in January, 1948, which said plat is recorded with deed from Lucille Persons Hall et al, to Louis M. Strauss, Trustee, dated April 19, 1950, and recorded among the land records of Anne Arundel County in Liber J.H.H. 567 folio 225.

Being the same property that was conveyed to the said Mary Johns as life tenant, and upon her death to Lucille Persons Hall and Clarence F. Hall, her husband, their heirs and assigns

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

Filed 29 Nov., 1955.

in fee simple, as tenants by the entireties, by Louis M. Strauss, Trustee, by deed dated April 19, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 567, folio 260.

Said property being sold to Edward H. Legum and Miriam R. Legum, his wife, trading as Jemm Realty Company, at and for the sum of two thousand two hundred and twenty-five dollars ($2,225.00), they being at that price then and there the highest bidder therefor. The said purchasers have agreed to comply with the terms of sale. The agreement of the purchasers, certificate of the auctioneer and report of sale are filed herewith, all of which are respectfully submitted.

AND AS IN DUTY BOUND, ETC.

Symone S. Spector,
Assignee of Mortgage

STATE OF MARYLAND, BALTIMORE CITY, TO WIT:

I HEREBY CERTIFY that on this 11th day of October, 1955 before me, the Subscriber, a Notary Public, of the State of Maryland, in and for the county aforesaid, personally appeared Symone S. Spector, Assignee, and made oath in due form of law that the matters and facts set forth in the above report of sale are true as therein set forth and that the sale was fairly made.

AS WITNESS My Hand and Notarial Seal.

Notary Public

SAMUEL SCHENKER
ATTORNEY AT LAW
150 SOUTH STREET
ANNAPOLIS, MARYLAND

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LIBER 95 PAGE 255

ORDER NISI

SYMONE S. SPECTOR, ASSIGNEE

versus

FREDERICK JOHNS and
MARY JOHNS, his wife,
CLARENCE F. HALL
LUCILLE B. HALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,283 Equity

Ordered, this 29 day of November, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Symone S. Spector, Assignee of Mortgage, ~~Trustees~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of January next.

The report states that the amount of sales ~~to be~~ was $ 2,225.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 29 Nov., 1955.

SYMONE S. SPECTOR, ASSIGNEE

versus

FREDERICK JOHNS and
MARY JOHNS, his wife,
CLARENCE F. HALL
LUCILLE B. HALL, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 5th day of January, 1956, that the sale made and reported by the ~~Trustee~~ Assignee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Assignee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed JAN 5 1956

LIBER 95 PAGE 256 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. 11,283 EQUITY

SYMONE S. SPECTOR, Assignee,
versus
FREDERICK JOHNS and
MARY JOHNS, his wife,
CLARENCE F. HALL,
LUCILLE B. HALL, his wife.

Ordered, this 29th day of November, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by Symone S. Spector, Assignee of Mortgage. BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was $2,225.00.

GEORGE T. CROMWELL, Clerk.

True Copy TEST:
GEORGE T. CROMWELL, Clerk.

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CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,283

Fredrick Johns

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 January, 1956. The first insertion being made the 30th day of November, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By N. T. Tilghman

No. E.C. _____

Filed: 5 Jan 1956.

In the Case of

Symone S. Spector,
Assignee
VS.
Frederick Johns,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,283 Equity

To the Honorable, the Judges of said Court:

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

February 1, 1956

All of which is respectfully submitted.

Laura V. Fickling
Auditor.

Dr. Symone S. Spector, Assignee, vs. Frederick Johns, et al. in ac.

Assignee's Commissions Waived.				
To Assignee for Court costs, viz:				
Plaintiff's Solicitor's appearance fee		10	00	
Clerk of Court - Court costs		32	25	
Auditor - stating this account		13	50	55 75
To Assignee for Expenses, viz:				
Capital-Gazette Press - advertising sale		38	43	
Capital-Gazette Press - order nisi (sale)		8	00	
Capital-Gazette Press - second order nisi (sale)		8	00	
Capital-Gazette Press - order nisi (acct)		6	00	
Speer Publications, Inc. - handbills		13	15	
American Employers' Ins. Co. - bond premium		12	00	
Robert H. Campbell - auctioneer's fee		55	00	
One-half Federal documentary stamps		1	37	
One-half State documentary stamps		1	38	
J. E. Lane - notary fees		1	50	144 83
To Assignee for Taxes, viz:				
1953 State and County taxes		30	23	
1954 State and County taxes and advertising		34	92	
Court costs - tax sale		2	50	
1955 State and County taxes ($26.04) adj.		20	41	
1953 Annapolis City taxes		22	26	
1954 Annapolis City taxes		20	98	
1955 Annapolis City taxes ($19.81)-adj.		5	50	136 80
To Assignee for Benefit Charges, viz:				
Annapolis Water Dept. - metered water ($6.85) adjusted to 10/11/55		3	80	3 80
To Assignee for Prior Liens, viz:				
Baer's Underselling Store - judgment claim against Lucille P. Hall (Mag. Doc. No. 9, folio 242) for $15.60, interest and costs		26	14	26 14
To Baltimore Federal Savings & Loan Ass'n Assignee of the mortgage filed herein - this balance on account mortgage claim		1,867	68	1,867 68
				2,235 00
Amount of mortgage claim filed		2,017	40	
Cr. Amount allowed above		1,867	68	
Balance subject to decree in personam		149	72	

with

Symone S. Spector, Assignee

Cr.

1955				
Oct.	11	Proceeds of Sale	2,225 00	
		Interest on deferred payment of $2,000.00 - 1 month	10 00	2,235 00
				2,235 00

LIBER 95 PAGE 260

ORDER NISI

Symone S. Spector,

Assignee

VERSUS

Frederick Johns,

et al

In the CIRCUIT COURT For ANNE ARUNDEL COUNTY

No. 11,283 Equity.

ORDERED, This 3rd day of February, 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 8th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

Filed FEB 3 1956

George J. Cromwell, clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 12th day of March, 1956., that the aforegoing Report and Account of the Auditor be, and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ Assignee apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson

Judge.

Filed MAR 12 1956

LIBER 95 PAGE 261

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 12, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,283

Auditor Account.

Frederick Johns

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 8th day of March, 1956. The first insertion being made the 4th day of February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed MAR 12 1956

No. E.C. 4709

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,283 EQUITY
SYMONE S. SPECTOR, Assignee
versus
FREDERICK JOHNS, et al

Ordered, this 3rd day of February, 1936 That the Report and Account of the Auditor, filed this day in the above entitled cause BE RATIFIED AND CONFIRMED, unless cause to the contrary be shown on or before the 8th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once each of three successive weeks before the 8th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:
GEORGE T. CROMWELL, Clerk

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LIBER 95 PAGE 262

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
	:	FOR
VS.	:	
	:	ANNE ARUNDEL COUNTY
	:	
CHARLES E. BUCKLEY and JEAN BUCKLEY, his wife	:	(In Equity) No. 11,591

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 9 Dec., 1953.

Form 812

LIBER 736 PAGE 443

LIBER 95 PAGE 263
IN THE CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
(In Equity)
No. 11,591

[DR.—CITY OR COUNTY]
THE CAPITAL BUILDING & LOAN ASSOCIATION OF BALTIMORE CITY
VS.
CHARLES E. BUCKLEY and JEAN BUCKLEY, his wife

Mortgage

THIS MORTGAGE, Made this 13th day of January, in the year Nineteen Hundred and Fifty-three, by and between Charles E. Buckley and Jean Buckley, his wife,

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY, a body corporate of the State of Maryland, hereinafter called the Mortgagee.

WHEREAS, the said Mortgagor, being a member of the said body corporate, has received therefrom an advance or loan of Five Thousand Dollars ($ 5000.00), said advance or loan having been used in part payment of the purchase money for the property hereinafter described; and

WHEREAS, the said Mortgagor being therefore justly indebted unto the Mortgagee for borrowed money in the said principal sum of Five Thousand Dollars ($ 5000.00), the said Mortgagor does hereby covenant to repay the same, with interest at the rate of six per centum (6%) per annum, computed monthly, unto the Mortgagee, or its assigns, at the office of the Mortgagee, or its assigns, in monthly instalments (including principal and interest) of Fifty Dollars ($ 50.00), plus one-twelfth of the annual taxes, water rents, ground rent, if any, insurance premiums, and other public charges and assessments, commencing on the first day of February, 19 53, and continuing on the first day of each month thereafter until the principal, interest and such charges as may be imposed upon the said Mortgagor under the by-laws of said body corporate, (which by-laws are hereby referred to and expressly made a part hereof), are fully paid.

The said instalment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rents, assessments or public charges of every nature and description, ground rent, if any, insurance premiums and other charges affecting the hereinafter described premises; and, (3) towards the payment of the aforesaid principal sum.

The said Mortgagor agrees to pay a "late charge" not to exceed four per cent (4%) of any installment which is not paid within twenty (20) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

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

THIS mortgage loan may be prepaid, in whole or in part, and when the amount prepaid equals or exceeds twenty per cent of the original principal amount of the loan, ninety days' interest on the amount prepaid will be charged as a consideration for the acceptance of such prepayment.

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

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and the sum of One Dollar, this day paid, the receipt whereof is hereby acknowledged, the said Mortgagor

does hereby grant, convey and assign unto the said Mortgagee, its successors and assigns, all that lot(s) of ground situate, lying and being in the Third District of Anne Arundel County, State of Maryland, and particularly described as follows:

BEING all that lot of ground containing thirty-one one-hundredths (0.31) acre, part of the Robert E. Hook property, which is more particularly described in a deed from Robert E. Hook and wife to the herein named Mortgagors, dated of even date herewith, and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto, reference to which deed is hereby made for a more full and complete description of said lot of ground.

Plaintiff's Exhibit A
Filed 9 Dec., 1955.

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

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

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

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

And the said Mortgagor does further covenant and agree:

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

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

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

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

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

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

7. That the whole of said Mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days.

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

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

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

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

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

WITNESS:

Charles E. Buckley (SEAL)
Charles E. Buckley

Antoinette M. Granese
Antoinette M. Granese

Jean Buckley (SEAL)
Jean Buckley

(SEAL)

(SEAL)

LIBER 736 PAGE 446

LIBER 95 PAGE 266

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY, That on this 13th day of January, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Charles E. Buckley and Jean Buckley, his wife, known to me to be the above-named Mortgagor(s), and they acknowledged the foregoing Mortgage to be their act:

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

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

Antoinette M. Granese
Antoinette M. Granese Notary Public

My commission expires May 4, 1953

Recorded: February 5, 1953 at 10 A.M.

ANNE ARUNDEL COUNTY

Mortgage

FROM

CHARLES E. BUCKLEY

AND WIFE

TO

THE CAPITAL
BUILDING AND LOAN ASSOCIATION
OF BALTIMORE CITY

Recorded for Record 5 Day of Feby 1953 at 10 and the same day recorded in Liber No. 736 Fol. 443, Land Record of Anne Arundel County

Jan 18 1953 Clerk

KOHLERMAN AND DUMLER
Attorneys at Law
Baltimore, Maryland

File No. 11338-T

Property:

.31 acre
Hook property

Description approved

Execution approved

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
VS.	:	FOR
CHARLES E. BUCKLEY and JEAN BUCKLEY, his wife	:	ANNE ARUNDEL COUNTY (In Equity) No. 11,591

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 Carl F. Dockman, President of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that he knows the defendents herein, and that to the best of his information, knowledge and belief

(1) said defendants are not in the military service of the United States,

(2) said defendants are not in the military service of any nation allied with the United States,

(3) said defendants have not been ordered to report for ihduction under the Selective Training and Service Act of 1940 as amended,

(4) said defendants are not members of the Enlisted Reserve Corps who have been ordered to report for military servbe.

Carl F. Dockman
Carl F. Dockman Affiant

Subscribed and sworn to before me this 6TH day of December, 1955.

Charles F. Loos
Charles F. Loos Notary Public

My commission expires May 6, 1957.

Filed 9 Dec., 1955

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY	:	IN THE CIRCUIT COURT
	:	
VS.	:	FOR
	:	ANNE ARUNDEL COUNTY
CHARLES E. BUCKLEY AND JEAN BUCKLEY, his wife	:	(In Equity) No. 11,591

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage dated January 13, 1953	$ 5000.00
Less payments to date	731.45
TOTAL AMOUNT DUE	$ 4268.55

STATE OF MARYLAND, BALTIMORE CITY, to wit:

I HEREBY CERTIFY that on this 30th day of December, 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 Mary E. Bauer, Secretary of The Capital Building and Loan Association of Baltimore City, and made oath in due form of law that the aforegoing is a true statement of the amount of the mortgage daim under the mortgage filed in the said cause now remaining due and unpaid.

AS WITNESS my hand and Notarial Seal.

NOTARY PUBLIC BALTIMORE, MD.

Antoinette M. Granese Notary Public

My commission expires May 6, 1957.

Filed: 5 Jan 1956.

LIBER 95 PAGE 269

STOCK COMPANY — ESTABLISHED 1890

No. 11,591 Equity

Fidelity and Deposit Company

HOME OFFICE **OF MARYLAND** BALTIMORE 3

KNOW ALL MEN BY THESE PRESENTS:

That we, John O. Dumler, Fidelity Building, Baltimore, Maryland

as Principal,

and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a body corporate, duly incorporated under the laws of the State of Maryland, as Surety, are held and firmly bound unto the State of Maryland, in the full and just sum of Four thousand five hundred and 00/100 ($4,500.00) Dollars,

to be paid to the said State or its certain Attorney, to which payment well and truly to be made, and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administrators, Successors or Assigns jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3rd day of January in the year of our Lord 1956

Whereas, the above bounden John O. Dumler

by virtue of the power contained in a mortgage from Charles E. Buckley and Jean Buckley,

to The Capital Building and Loan Association of Baltimore City bearing date the 13th day of January, 1953 and recorded among the mortgage records of Anne Arundel County, Maryland in Liber J.H.H. No. 736 Folio 443 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 M Novak — John O Dumler (SEAL)

(SEAL)

Witness: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

M. J. Gentile, *As to Surety* — By E. V. Shockley, *Attorney-in-Fact*

MD3228a—500, 1-51 129351
Mortgagee's or Attorney's Bond

Bond approved this 5 Jan 1956.
George J. Cromwell
Clerk

Filed: 5 Jan 1956.

State of Maryland, Baltimore City, sct:

LIBER 95 PAGE 270

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

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

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST: J. C. YOST
Assistant Secretary

By: E. R. NUTTLE
Vice-President

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

January 3., 1956

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

R. D. Gilliss, *Assistant Secretary*

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

VS.

CHARLES E. BUCKLEY and JEAN BUCKLEY, his wife,

: IN THE CIRCUIT COURT

: FOR

: ANNE ARUNDEL COUNTY (In Equity)

: No. 11,591

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

Mortgage Sale

OF DESIRABLE FEE SIMPLE RESIDENTIAL PROPERTY NEAR ELVATON 3rd DISTRICT ANNE ARUNDEL COUNTY, SITUATE ON WEST SIDE OF HOOK ROAD ABOUT 350 FEET SOUTH OF ELVATON HEIGHTS ROAD

Under and by virtue of the power and authority contained in a mortgage from Charles E. Buckley and Jean Buckley, his wife, to The Capital Building and Loan Association of Baltimore, a body corporate, dated January 13, 1953, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 730, folio 443 (default having occurred thereunder) the undersigned, the attorney named in said mortgage, will sell at public auction, on the premises, on Thursday, the 12th day of January, 1956, at 2:00 P.M. all that lot of ground situate and lying in Anne Arundel County, State of Maryland, and being described as follows:

BEGINNING for the same at an iron pipe set on the west side of a fifteen foot road leading through the Hook property from the County Road, said point being South twenty-two degrees fifty minutes west one hundred one and twenty-five one-hundredths feet (S 22° 50' W 101.25') from the southeasternmost corner of the property described in the conveyance from Robert E. Hook and Gladys, his wife, to Dale L. Carr and wife, by deed dated November 9, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 509, folio 7; and running from thence and with the west side of said fifteen foot road, South twenty-two degrees fifty minutes west seventy-five feet (S 22° 50' W 75') to a point; thence leaving said road and running North eighty degrees fifty-four minutes west one hundred seventy-seven and seventy-nine one-hundredths feet (N 80° 54' W 177.79') to a point; thence North nine degrees six minutes east seventy-two and eighty-six one-hundredths feet (N 09° 06' E 72.86') to a pipe; thence South eighty degrees fifty-four minutes east one hundred ninety-six and eleven one-hundredths feet (S 80° 54' E 196.11') to the place of beginning. Containing thirty-one one-hundredths (0.31) acre, more or less.

AUCTIONEER'S CERTIFICATE

I hereby certify that I have this 12th day of January, 1956, sold the property described in the attached advertisement of sale at and for the sum of $ 3500.00 to The Capital Building and Loan Assn. of Baltimore City being at that figure the highest bidder therefor, and I further certify that the said sale was fairly made.

E. J. Newell & Co., Inc.
John M. Miller, Auctioneer
Jr.

PURCHASER'S AGREEMENT

We hereby certify that we have this 12th day of January, 1956, purchased the property described in the attached advertisement of sale from John O. Dumler, Attorney named in mortgage, at and for the sum of $ 3500.00 and we hereby agree to comply with the terms of sale as set forth in the attached advertisement of sale.

TEST:

THE CAPITAL BUILDING & LOAN ASSN OF BALTIMORE CITY

BY: Joseph J. Dockman

Joseph J. Dockman Vice-Pres.
Purchaser

Antoinette M. Granese

Filed June 24, 1956

according to survey of J. R. McCrone, Jr., Registered Professional Engineer and Land Surveyor, in December, 1952.

The above property is in fee simple and is improved by a block dwelling containing four rooms and one bath.

TERMS OF SALE: A cash deposit of $500.00 will be required of the purchaser at time and place of sale. Balance of purchase upon final ratification of sale by the Circuit Court for Anne Arundel County, to bear interest from day of sale to day of settlement, at six per cent (6%) per annum. Taxes and all other public charges, if any, to be adjusted to day of sale.

JOHN O. DUMLER,
Attorney Named in Mortgage.
E. T. NEWELL & CO., INC.
Auctioneers. j-5

LIBER 95 PAGE 273

THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY *

vs. *

CHARLES E. BUCKLEY and JEAN BUCKLEY, HIS WIFE * * * * * * * *

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY (In Equity) No. 11,591

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 twelfth day of January, 1956 at 2:00 P.M. sell on the premises, the aforesaid fee simple property unto The Capital Building and Loan Association of Baltimore City at and for the sum of ($3500.00) cash, Thirty-five Hundred Dollars, the said The Capital Building and Loan Association of Baltimore City 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 20th day of January, in the year one thousand nine hundred and fifty-six, before me, the subscriber a Notary Public of the State of Maryland, in and for Baltimore City, aforesaid personally appeared John O. Dumler, Attorney named in mortgage, and made oath that the facts stated in the aforegoing Report of Sale are true as therein set forth and that the said sale thereby reported was fairly made.

AS WITNESS my hand and Notarial Seal.

ANTOINETTE M. GRANESE NOTARY PUBLIC BALTIMORE, MD. JAN 24 1956

Antoinette M. Granese NOTARY PUBLIC
My commission expires May 6, 1957

Filed JAN 24 1956

ORDER NISI

LIBER 95 PAGE 274

The Capital Building And Loan Association Of Baltimore City

versus

Charles E. Buckley and Jean Buckley, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,591 Equity

Ordered, this 24 day of January, 19 56, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, ~~Trustee~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5 day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5 day of March next.

The report states that the amount of sales ~~were~~ was $ 3,500.00.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order) Filed JAN 24 1956

The Capital Building And Loan Association Of Baltimore City

versus

Charles E. Buckley and Jean Buckley, His Wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 9th day of March, 1956 that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
A. J.

Filed MAR 9 1956

LIBER 95 PAGE 275

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. 11,591 Equity
THE CAPITAL BUILDING AND LOAN ASSOCIATION OF BALTIMORE CITY

Vs.

CHARLES E. BUCKLEY and JEAN BUCKLEY, His Wife.

Ordered, this 24th day of January, 1956, That the sale of the Property in these Proceedings mentioned, made and reported by John O. Dumler, Attorney named in Mortgage, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 5th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 5th day of March next.

The report states that the amount of sale was $8,500.00.

GEORGE T. CROMWELL, Clerk.

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

f-23

No. M.G. 2731

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 7, 1956

We hereby certify, that the annexed

Order Nisi - Dale - Eq. 11,591

Charles E. Buckley

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 successive weeks before the 5th day of March, 1956 The first insertion being made the 2nd day of February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Marie Tate

Filed MAR 9 1956

LIBER 95 PAGE 276

In the Case of

The Capital Building and Loan Association of Baltimore City

VS.

Charles E. Buckley

and

Jean Buckley, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,591 Equity

To the Honorable, the Judges of said Court:

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

March 9, 1956

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

Filed MAR 13 1956

14

Dr. The Capital Building and Loan Association of Baltimore City vs. Charles E. Buckley and Jean Buckley, his wife in ac.

To Attorney for Fee, viz:	75	00		
To Attorney for Commissions, viz:	135	60	210	60
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 and copies	18	00	56	00
To Attorney for Expenses, viz:				
Capital-Gazette Press - advertising sale	56	24		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
The Sun - advertising sale	11	80		
Fidelity & Deposit Co. of Md. - bond premium	18	00		
E. T. Newell & Co. - auctioneer's fee	25	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Antoinette M. Granese - notary fees	1	00	129	89
To Attorney for Taxes, viz:				
1956 State and County taxes - 12 days		20		20
To The Capital Building & Loan Ass'n of Baltimore City, mortgagee - this balance on account mortgage claim	3,123	31	3,123	31
			3,520	00
Amount of mortgage claim filed	4,268	55		
Cr. Amount allowed above	3,123	31		
Balance subject to decree in personam	1,145	24		

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

1956				
Jan.	12	Proceeds of Sale	3,500 00	
		Interest on deferred payment of $3,000.00 - 1 month 10 days	20 00	3,520 00
				3,520 00

LIBER 95 PAGE 279

ORDER NISI

The Capital Building & Loan Ass'n of Baltimore City

VERSUS

Charles E. Buckley and Jean Buckley, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,591 Equity.

ORDERED, This 13 day of March, 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 23 day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23 day of April next.

George T. Cromwell, Clerk.

Filed MAR 13 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 23d day of July, 1956, that the aforegoing Report and Account of the Auditor be and the same is hereby finally ratified and confirmed, no cause to the contrary having been shown, and that the ~~Trustee~~ apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

FILED

1956 JUL 23 PM 3:35

LIBER 95 PAGE 280

OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 11, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,591

Auditor Account

Charles E. Buckley

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 April, 1956. The first insertion being made the 22nd day of March, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. J. Tilghman

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,591 Equity

THE CAPITAL BUILDING & LOAN ASSOCIATION of Baltimore City
Vs.
CHARLES E. BUCKLEY and JEAN BUCKLEY, his wife.

Ordered, this 13th day of March, 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 23rd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 23rd day of April next.

GEORGE T. CROMWELL, Clerk.

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

a-5

FILED
1958 JUL 23 AM 11:45

No. M.G. 3 1956

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LIBER 95 PAGE 281

ALVAH R. LEE and BERTHA G. LEE, his wife, Shady Side, Maryland,	:	IN THE CIRCUIT COURT
Plaintiffs,	:	FOR ANNE ARUNDEL COUNTY
	:	No. 11,525 EQUITY
v.	:	
	:	
MARTHA HALL, 536 - 24th Street, N. E., Washington, D. C.; MABEL E. SMITH, also known as MABEL H. SMITH and ALEXANDER P. SMITH, her husband (Address unknown)	:	
AND all other persons having or claiming to have any interest in the property known as Lots 50 and 51, Block 5, as shown on the plat of Columbia Beach in the Seventh Election District of Anne Arundel County.	:	
	:	
ALFRED L. THOMAS and MARY G. THOMAS, his wife, 4409 Wheeler Road, S. E., Congress Heights, Washington, D. C.	:	
AND all other persons having or claiming to have any interest in the property known as Lot 23, Block 25, Section A, as shown on the plat of Avalon Shores in the Seventh Election District of Anne Arundel County.	:	
Defendents.	:	

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Your Plaintiffs, complaining, say:

1. That on or about the 13th day of October, 1953, the Plaintiffs herein, at a regular tax sale, purchased the property which is the subject matter of these proceedings and received therefor from Joseph H. Griscom, Sr., Treasurer of Anne Arundel County and Collector of Taxes for the State of Maryland and Anne Arundel County, Certificates of Tax Sale attached hereto and prayed to be taken as a part hereof.

Filed: 13 Oct. 1953.

2. That a search of the Land Records, the records of the Register of Wills, the Equity and Law Records of Anne Arundel County discloses that the Defendants were the owners of the properties at the time they were sold at tax sale to the Plaintiffs herein by the Treasurer of Anne Arundel County.

3. That the property mentioned in said Certificates is described as follows:

Certificate No. 2142. Lots 50 and 51, Block 5, situate at Columbia Beach in the Seventh Election District of Anne Arundel County, and being the same lots more particularly described in a deed from Columbia Beach, Inc., to Martha Hall, dated December 30, 1941, and recorded among the Land Records of said County in Liber J.H.H. No. 250, folio 412, and assessed on the date of the tax sale to Martha Hall whose last known address was 536 - 24th Street, N. E., Washington, D. C. The records of the Orphans Court for Anne Arundel County disclose that in the Letters of Administration passed on April 12, 1949, on the estate of one Martha Hall of Washington, D.C., Mabel H. Smith of Washington, D. C., was named as the only child and heir of the deceased. Mabel H. Smith and Alexander P. Smith, her husband, are named as Defendants herein and their addresses are unknown. The amount due on date of sale was $30.04.

Certificate No. 2140. Lot 23, Block 25, Section A, situate at Avalon Shores in the Seventh Election District of Anne Arundel County and being the same property described in a deed from Avalon Shores, Inc., to Alfred L. Thomas and Mary G. Thomas, his wife, by deed dated April 6, 1937, and recorded on June 11, 1937, in Liber F.A.M. No. 165, folio 151, and assessed on the date of the tax sale to Alfred L. Thomas and Mary G. Thomas, his wife, whose last known address was 4299 Wheeler Road, S. E., Washington 20, D. C. The amount due at date of sale was $12.27.

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

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5. The plaintiffs pray for an Order of Publication directed to all parties in interest in the properties hereinbefore mentioned; a copy of the Bill of Complaint herein has been mailed to each of the aforesaid Defendants at the last known address.

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

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

AND, as in duty bound, etc.

Alvah R Lee
Alvah R. Lee

Bertha G. Lee
Bertha G. Lee

Paulina W. Remey
Paulina W. Remey,
Solicitor for Plaintiffs,
Deale, Maryland.

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 Alvah R. Lee and Bertha G. Lee, his wife, and acknowledged in due form of law that the matters and things set forth in the foregoing Bill of Complaint are true and bona fide to the best of their knowledge and belief.

Witness my hand and Notarial Seal.

Paulina W. Remey
Paulina W. Remey,
Notary Public.

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LIBER 95 PAGE 284

2142

CERTIFICATE OF TAX SALE

JOSEPH H. GRISCOM, Sr.

I, ~~County Treasurer~~, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 13th 1953, I sold to Wm. G. Lee Glendy Dale Md at public auction for the sum of 60 Dollars and 63 Cents, of which 30.04 Dollars has been paid as a deposit on the property in 7th List described as Lot 50-51 Blk. 5 situated at Columbia Bch. A. A. Co.

and assessed to Same Name

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
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, 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 Lee
Notary Public.

My Commission Expires May 5, 1955

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Filed: 13 Oct. 1953

LIBER 95 PAGE 285

2140

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 Alva Lee Shady Side Md at public auction for the sum of 12.27 Dollars and ..... Cents, of which 12.27 Dollars has been paid as a deposit on the property in 7th Dist described as Lot 23 Blk 25 Sec A situated at Avalon Shores 9.9. Co

and assessed to Alfred L & Mary G. Thomas

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

5

Filed: 13 Oct 1955

Paulina W. Remey,
Attorney,
Deale, Maryland.

ALVAH R. LEE and BERTHA G. LEE, his wife, Shady Side, Maryland,

Plaintiffs,

v.

MARTHA HALL, 536 - 24th Street, N. E., Washington, D. C., MABEL E. SMITH, ALSO known as MABEL H. SMITH and ALEXANDER P. SMITH, her husband (Address unknown) AND all other persons having or claiming to have any interest in the property known as Lots 50 and 51, Block 5, as shown on the plat of Columbia Beach in the Seventh Election District of Anne Arundel County.

ALFRED L. THOMAS and MARY G. THOMAS, his wife, 4409 Wheeler Road, S. E., Congress Heights, Washington, D. C. AND all other persons having or claiming to have any interest in the property known as Lot 23, Block 25, Section A, as shown on the plat of Avalon Shores in the Seventh Election District of Anne Arundel County.

Defendants.

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

No. 11,525 EQUITY

ORDER OF PUBLICATION

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

(a) Lots 50 and 51, Block No. 5, situate at Columbia Beach in the Seventh Election District of Anne Arundel County and being the same property more particularly described in the conveyance from Columbia Beach, Inc., to Martha Hall by deed dated December 30, 1941 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 250, folio 412.

Filed: 13 Oct. 1955

(b) Lot 23, Block 25, Section A, situate at Avalon Shores in the Seventh Election District of Anne Arundel County and being the same property more particularly described in the conveyance from Avalon Shores, Inc., to Alfred L. Thomas and Mary G. Thomas, his wife, by deed recorded June 11, 1937, among the Land Records of Anne Arundel County in Liber F.A.M. 165, folio 151.

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

It is thereupon this 14th 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 in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons having an interest in said properties to be and appear in this Court by the 21st day of December, 1955, and redeem the property and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Plaintiffs a title free and clear of all encumbrances.

George T. Cromwell
GEORGE T. CROMWELL,
Clerk.

PAULINA W. REMEY, Attorney
Deale, Maryland.

IN THE CIRCUIT COUI
FOR ANNE ARUNDEL COUNTY
No. 11,525 EQUITY

ALVAH R. LEE and BERTHA G. LEE, his wife, Shady Side, Maryland, Plaintiffs,

Vs.

MARTHA HALL, 536 - 24th Street, N. E., Washington, D. C., MABEL E. SMITH, also known as MABEL H. SMITH and ALEXANDER P. SMITH, her husband (Address unknown) AND all other persons having or claiming to have any interest in the property known as Lots 50 and 51, Block 5, as shown on the plat of Columbia Beach in the Seventh Election District of Anne Arundel County.

ALFRED L. THOMAS and MARY G. THOMAS, his wife, 4409 Wheeler Road, S. E., Congress Heights, Washington, D. C.

AND all other persons having or claiming to have any interest in the property known as Lot 23, Block 25, Section A, as shown on the plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Defendants.

Order Of Publication

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

(a) Lots 50 and 51, Block No. 5, situate at Columbia Beach in the Seventh Election District of Anne Arundel County and being the same property more particularly described in the conveyance from Columbia Beach, Inc., to Martha Hall by deed dated December 30, 1941 and recorded among the Land Records of Anne Arundel County in Liber J. H. H. 250, folio 412.

(b) Lot 23, Block 25, Section A, situate at Avalon Shores in the Seventh Election District of Anne Arundel County and being the same property more particularly described in the conveyance from Avalon Shores, Inc., to Alfred L. Thomas and Mary G. Thomas, his wife, by deed recorded June 11, 1937, among the Land Records of Anne Arundel County in Liber F. A. M. 165, folio 151.

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

It is thereupon this 14th 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 in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons having an interest in said properties to be and appear in this Court by the 21st day of December, 1955, and redeem the property and answer the Bill of Complaint, or thereafter a final decree will be rendered foreclosing all rights of redemption in the properties and vesting in the Plaintiffs a title free and clear of all encumbrances.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

n-10

LIBER 95 PAGE 288 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 of Publication

Eq. 11525 Property

Alvah R. Lee

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 December, 1955. The first insertion being made the 20th day of October, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed JAN 13 1956

ALVAH R. LEE and BERTHA C. LEE, his wife, Shady Side, Maryland,

Plaintiffs,

v.

MARTHA HALL, 536 - 24th Street, N. E., Washington, D. C.;

MABEL E. SMITH, also known as MABEL H. SMITH and ALEXANDER P. SMITH, her husband (Address unknown)

AND all other persons having or claiming to have any interest in the property known as Lots 50 and 51, Block 5, as shown on the plat of Columbia Beach in the Seventh Election District of Anne Arundel County.

ALFRED L. THOMAS and MARY G. THOMAS, his wife, 4409 Wheeler Road, S. E., Congress Heights, Washington, D. C.

AND all other persons having or claiming to have any interest in the property known as Lot 23, Block 25, Section A, as shown on the plat of Avalon Shores in the Seventh Election District of Anne Arundel County,

Defendants.

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY

No. 11,525 EQUITY

AFFIDAVIT

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify that on this 14th day of January, in the year Nineteen Hundred and fifty-six, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared Alvah R. Lee and Bertha G. Lee, his wife, plaintiffs in the above-entitled cause, and made oath in due form of law, as follows:

1. That on October 17, 1955, a copy of the Bill of Complaint to Foreclose Equity of Redemption filed in the above-entitled cause, was sent by Certified Mail (No. 492850), return receipt requested, to defendant Martha Hall, 536 - 24th St., N. E., Washington, D. C. (address shown on tax rolls) and was returned "Unclaimed" on November 2, 1955.

Filed JAN 24 1956

9

2. That on the same date a copy of the said Bill of Complaint was sent by Certified Mail (No. 492,851), return receipt requested, to defendants Alfred L. Thomas and Mary G. Thomas, his wife, 4299 Wheeler Rd., S. E., Washington 20, D. C. (Address shown on tax rolls) and No. 492852 to the same addressees at 4409 Wheeler Road, S. E., Congress Heights, Washington, D.C. (address shown in telephone directory) and both receipts were returned signed for the addressees by Jeannette Rutcho.

3. That on October 22, 1955, a copy of the said Bill of Complaint was sent by Certified Mail (No. 492854) to defendant Mabel E. Smith, 183 Webster St., N. W., Washington, D. C. and that the requested return receipt was returned marked "No such address; on October 31, 1955, a copy of the Bill of Complaint herein was sent by Certified Mail (No. 492861) to defendant Mabel E. Smith at 813 Webster St., N. W., Washington, D. C. and a receipt for same was returned signed for Mabel E. Smith by Lucille G. Bailey.

Witness my hand and Notarial Seal.

Paulina W. Remey

Paulina W. Remey,
Notary Public.

10

LIBER 95 PAGE 291

PAULINA W. REMEY
ATTORNEY AT LAW
DEALE, MARYLAND

CERTIFIED MAIL
No. 492850

RETURNED TO SENDER
From Washington, D.C.

Martha Hall,
536 - 24th Street, N. E.,
Washington, D. C.

NOV 2 - 1955

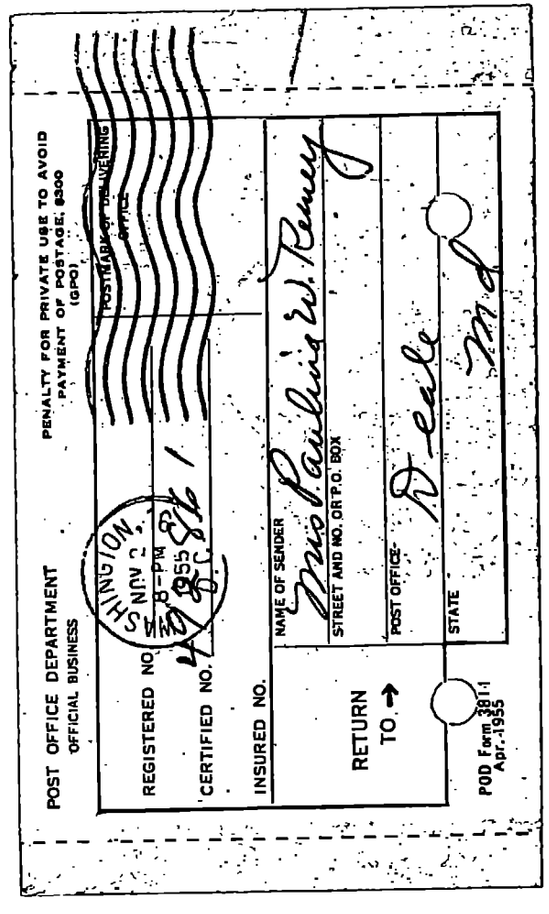
OCT 18 1955

UNCLAIMED
From Washington D.C.

RETURN RECEIPT REQUESTED

Exhibit

Filed JAN 24 1956



LIBER 95 PAGE 292

DELIVERING EMPLOYEE

☐ Deliver ONLY to addressee. Mabel E. Smith

☐ Show address where delivered.
813 Webster St., N. W.

Received from the postmaster the registered, certified, or insured article, the number of which appears on the face of this return receipt.

1. X Mabel E. Smith
(Signature or name of addressee)

2. X Lucille E. [illegible]
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of Delivery

Exhibit
Filed JAN 24 1956

12

U. S. GOVERNMENT PRINTING OFFICE : 1955 16—71548-1

MRS. PAULINA W. REMEY
ATTORNEY AT LAW
DEALE, MARYLAND

RETURNED TO SENDER

CERTIFIED MAIL
No. 192854

Mrs. Mabel E. Smith
183 Webster Street, N. W.
Washington, D. C.

RETURN RECEIPT REQUESTED

NO SUCH STREET NUMBER

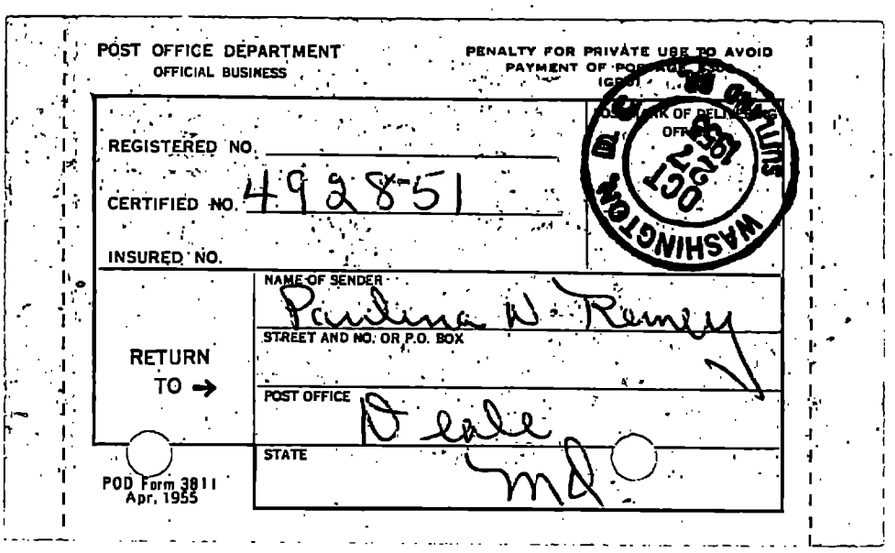
1179

OCT 22 1955 MD.

CERTIFIED MAIL

Exhibit
Filed JAN 24 1956

13



POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

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

POSTMARK OF DELIVERING OFFICE

WASHINGTON, D. C. SUITLAND, DR. OCT 27 1955

REGISTERED NO.

CERTIFIED NO. 492851

INSURED NO.

RETURN TO →

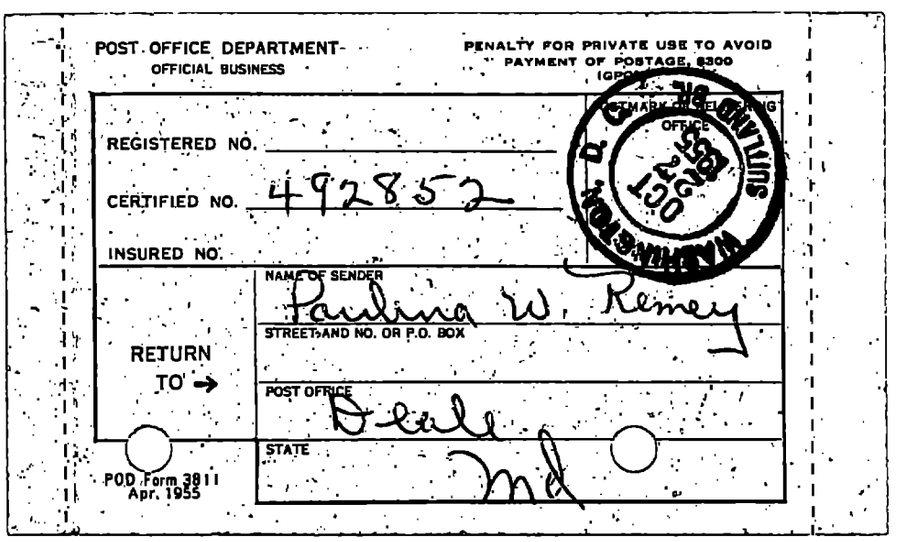
NAME OF SENDER: Paulina W. Remey

STREET AND NO. OR P.O. BOX

POST OFFICE: Deale

STATE: Md

POD Form 3811
Apr. 1955



POST OFFICE DEPARTMENT
OFFICIAL BUSINESS

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

POSTMARK OF DELIVERING OFFICE

WASHINGTON, D. C. SUITLAND, DR. OCT 27 1955

REGISTERED NO.

CERTIFIED NO. 492852

INSURED NO.

RETURN TO →

NAME OF SENDER: Paulina W. Remey

STREET AND NO. OR P.O. BOX

POST OFFICE: Deale

STATE: Md

POD Form 3811
Apr. 1955

DELIVERING EMPLOYEE ☐ Deliver ONLY to addressee.
☐ Show address where delivered.

Alfred L. Thomas and M[illegible] G. Thomas

4299 Wheeler Rd. S.E., Wash 20, DC

Received from the postmaster the registered, certified, or insured article, the number of which appears on the face of this return receipt.

1. _____
(Signature or name of addressee)

2. Jeannette Rutcho
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of Delivery Exhibit

JAN 24 1956

Filed

14

☆ U. S. GOVERNMENT PRINTING OFFICE : 1955

DELIVERING EMPLOYEE ☐ Deliver ONLY to addressee.
☐ Show address where delivered.

Alfred L. Thomas and [illegible] Thomas

4409 Wheeler Rd., SE, Wash, DC 1955

Congress Heights

Received from the postmaster the registered, certified, or insured article, the number of which appears on the face of this return receipt.

1. _____
(Signature or name of addressee)

2. Jeannette Rutcho
(Signature of addressee's agent—Agent should enter addressee's name on line ONE above)

Date of Delivery Exhibit

JAN 24 1956

Filed

☆ U. S. GOVERNMENT PRINTING OFFICE : 1955 16—71549-1

ALVAH R. LEE and BERTHA G. LEE, his wife, Plaintiffs,	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
v.	:	No. 11,525 EQUITY
MARTHA HALL, MABEL E. SMITH, also known as MABEH H. SMITH and ALEXANDER P. SMITH, her husband,	:	
ALFRED L. THOMAS and MARY G. THOMAS, his wife, Defendants.	:	

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that the Order of Publication heretofore issued therein has been duly published in the MARYLAND GAZETTE, a newspaper printed and published in Annapolis, Anne Arundel County, Maryland;

And it further appearing that notice of the proceedings in this cause was served upon the said defendants by mailing to their last known address copies of the Bill of Complaint to Foreclose Equity of Redemption, as will more fully appear from the Affidavit of Service of Notice by Mailing filed herein;

And it further appearing that said defendants have failed to enter their appearance herein either in person or by solicitor, have failed to file an answer to the Bill of Complaint, and the time within which said defendants could so appear and file an answer having now expired;

It is thereupon this 25th day of January, 1956, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint be, and the same is hereby, taken pro confesso against the said defendants who failed to appear and answer said Bill of Complaint.

Benjamin Michaelson
Judge.

Filed JAN 25 1956

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ALVAH R. LEE and BERTHA G. LEE, his wife, Shady Side, Maryland, Plaintiffs, v. MARTHA HALL, et als., AND all other persons having or claiming to have any interest in the property known as Lots 50 and 51, Block 5, as shown on the Plat of Columbia Beach in the Seventh Election District of Anne Arundel County.	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,525 EQUITY
ALFRED L. THOMAS and MARY G. THOMAS, his wife, 4409 Wheeler Road, S. E., Congress Heights, Washington, D. C. AND all other persons having or claiming to have any interest in the property known as Lot 23, Block 25, Section A, as shown on the Plat of Avalon Shores in the Seventh Election District of Anne Arundel County, Defendants.	

DECREE

This cause standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 69-121, of the Annotated Code of Maryland, 1951 Edition,

It is, thereupon, this 13th day of March, 1956, by the Circuit Court for Anne Arundel, in Equity, ADJUDGED, ORDERED, and DECREED:

1. That all the rights of redemption of the defendants, Martha Hall, Mabel E. Smith, also known as Mabel H. Smith, and Alexander P. Smith, her husband, Alfred L. Thomas and Mary G. Thomas, his wife, or of anyone claiming by, from, or under them, in and to the property described in the bill of complaint and certificates of sale as having been sold by the Treasurer of Anne Arundel County for non-payment of taxes, be, and the same are hereby, barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to the said property, free and clear of all alienations and descents occurring

Filed MAR 13 1956

16

prior to this decree, as well as all encumbrances thereon (except taxes accruing subsequent to the said date of sale and the public easements to which the same is subject) is hereby vested in the plaintiffs.

3. That upon payment to the Treasurer of Anne Arundel County of the balance, if any, due on the purchase price of said property, together with all taxes, interest and penalties thereon accruing subsequent to date of sale, the said Treasurer shall execute a deed conveying said property to the plaintiffs Alvah R. Lee and Bertha G. Lee, his wife.

4. That the Clerk of this Court issue a certified copy of this decree to be served on the Treasurer.

5. That the plaintiff shall pay the costs of this proceeding, to be taxed by the Clerk.

Benjamin Richardson

Judge.

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LIBER 95 PAGE 298

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,547 Equity
OF MAYNARD ROBINSON AND GERTRUDE L. ROBINSON, : In the Circuit Court for
HIS WIFE : Anne Arundel County

Mr. Clerk,

Please docket the above proceedings and file the original mortgage herewith.

William W. Townshend, Jr.,
Attorney named in mortgage

Filed 25 Oct., 1955.

LIBER 95 PAGE 299

LIBER 897 PAGE 442

No. 11,547 Equity

This Mortgage,

made this 22 day of January ,

in the year one thousand nine hundred and fifty-five , between Maynard Robinson

and Gertrude L. Robinson 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

FIVE THOUSAND DOLLARS - ($5,000.00)

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

By the payment of FIFTY DOLLARS - ($50.00) 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 22nd 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.

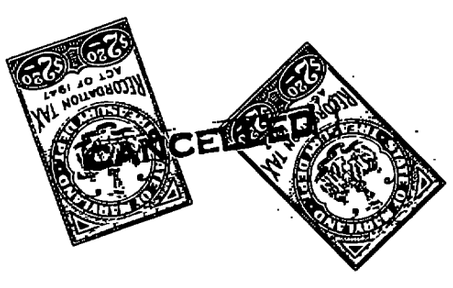
And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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 that lot of ground situate and lying in Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 13 in Block No. 7 in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Page 35.

BEING a part of the property conveyed to the within-named Mortgagors by Edgar D. Turner and H. Ray Kingsley, Trustees, by deed dated January 7, 1955 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.



Filed 25 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 lot of ground and premises unto the said Mortgagee, its successors and assigns, in fee simple.

If, however the said Mortgagor s , his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor s , for themselves, their heirs, personal representatives or assigns, covenant 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 Mortgagors , 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 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

Maynard Robinson (SEAL)
Maynard Robinson

Gertrude L. Robinson (SEAL)
Gertrude L. Robinson

..... (SEAL)

SOMERSET

State of Maryland, ~~Anne Arundel~~ County, to wit:

LIBER 897 PAGE 445

I HEREBY CERTIFY, that on this 22 day of January, in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Maynard Robinson and Gertrude L. Robinson, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bozman
NOTARY PUBLIC
Pauline M. Bozman

My Commission expires 5/2/55

Recorded-24th-Jan.-1955-at-11:30-A.M.

L 2119

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

MORTGAGE

FROM

MAYNARD ROBINSON AND

GERTRUDE L. ROBINSON, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 24 Jan 1955.
19 55 at 11:30 o'clock A. M.
Same day recorded in Liber 897
No. 597 folio 442 &c. one of the Land Records of Anne Arundel County
and examined per
JOHN H. HOPKINS, Jr.
Clerk.
Cost of Record $ 5.00

No. 11,548 Equity

ATTORNEY'S SALE

of

Valuable Improved Real Estate

at Cape Anne

Under and by virtue of a power of sale contained in a mortgage from Maynard Robinson and Gertrude L. Robinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 442, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 22, 1955

at 12:00 Noon

All that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 13 in Block No. 7 in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Page 35.

Being a part of the property conveyed to Maynard Robinson and Gertrude L. Robinson, his wife, by Edgar D. Turner and H. Ray Kingsley, Trustees, by deed dated January 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 436.

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, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette Press

October 27, 1955
November 3, 10 and 17

Filed 25 Oct., 1955

6

LIBER 95 PAGE 304

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,547 Equity

OF MAYNARD ROBINSON AND GERTRUDE L. : In the Circuit Court for

ROBINSON, HIS WIFE : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Maynard Robinson and Gertrude L. Robinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 478		$ 5,000.00
Plus interest to October 31, 1955	$ 225.00	
Plus interest to November 22, 1955	17.50	
	$ 242.50	242.50
		$ 5,242.50

William W. Townshend, Jr.,
Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th 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 above Statement of Mortgage Claim is true to the best of his knowledge and belief.

WITNESS my hand and Notarial seal.

Alice Gary, Notary Public

Filed: 21 Nov. 1955

No. 11,544 Equity

Trustee's Bond LIBER 95 PAGE 305 1-371-Md.

KNOW ALL MEN BY THESE PRESENTS:

193031

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 FIFTY-FIVE HUNDRED AND 00/100 ($5500.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 15th day of November in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden William W. Townshend Jr. Anne Arundel County, Md. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee to sell property Lot 12 Block 7 Subdivision known as Cape Anne - Anne Arundel County, Md.

mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Maynard Robinson and Gertrude L. Robinson, 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.

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

M.S. Kraus

William W. Townshend Jr. (SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

by: G. Lee Burgess Vice-President (SEAL)

Attest V. V. Mercier Assistant Secretary (SEAL)

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. 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: .....

ATTEST: *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

Bond approved this 21st day of November. 1955

George J. Cromwell Clerk.

Filed: 21 Nov. 1955

8

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

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

AT CAPE ANNE

Under and by virtue of a power of sale contained in a mortgage from Maynard Robinson and Gertrude L. Robinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 442, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

Tuesday, Nov. 22, 1955

AT 12:00 NOON

All that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland.

Known and designated as Lot No. 13 in Block No. 7 in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Page 35.

Being a part of the property conveyed unto Maynard Robinson and Gertrude L. Robinson, his wife, by Edgar D. Turner and H. Ray Kingsley, Trustees, by deed dated January 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 436.

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, Mary. .d

Filed 28 Nov. 1955

a

Annapolis, Maryland
November 22, 1955

I hereby certify that on this 22nd day of November, 1955, I have sold the property described by said advertisement in the Seventh Election District of Anne Arundel County, Maryland, known as Lot No. 13, Block 7, Cape Anne, to

United Federal Savings and Loan Assn. of Glen Burnie

at and for the sum of $5242.50

being then and there the highest bidder for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

Annapolis, Maryland
November 22, 1955

I hereby certify that I have this 22nd day of November, 1955, purchased from William W. Townshend, Jr., Attorney named in Mortgage, the property situated in the Seventh Election District of Anne Arundel County, Maryland, known as Lot No. 13, Block 7, Cape Anne, at and for the sum of

$5,242.50

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

UNITED FEDERAL SAVINGS AND LOAN ASSN. OF GLEN BURNIE

Robert C. Ward

By: Robert C. Ward, President — Purchaser

Purchaser

10

Filed 28 Nov, 1955

In the Matter of the Mortgaged Real Estate	:	No. 11,547 Equity
of Maynard Robinson and Gertrude L.	:	In the Circuit Court for
Robinson, his wife	:	Anne Arundel County

To the Honorable, the Judges of said Court.

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Maynard Robinson and Gertrude L. Robinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 442, 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 Press, a newspaper published in Anne Arundel County, 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 22, 1955, at 12:00 noon, and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of Five Thousand Two Hundred Forty-two Dollars and Fifty Cents ($5,242.50) being at that figure the highest bidder therefor, said property being as follows:

ALL that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 13 in Block No. 7 in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Folio 35.

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

Filed: 28 Nov. 1955

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

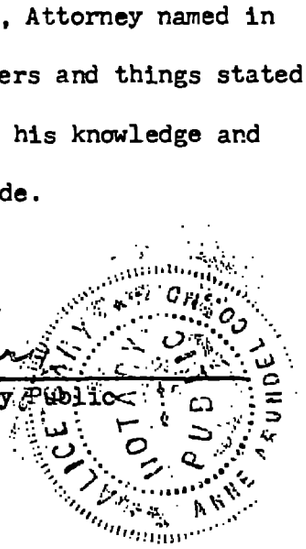
STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 25th day of 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

Alice Gary, Notary Public



17

LIBER 95 PAGE 310

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
MAYNARD ROBINSON and
GERTRUDE L. ROBINSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,547 Equity

Ordered, this 28 day of November, 19 55, That the sale of the Property 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 3 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of January next.

The report states that the amount of sale ~~XXXX~~ was $5,242.50.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 28 Nov., 1955.

(Final Order)

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
MAYNARD ROBINSON and
GERTRUDE L. ROBINSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 4th day of January, 1956, that the sale made and reported by the ~~Trustee~~ Attorney aforesaid, be and the same is hereby finally Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the ~~Trustee~~ Attorney allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed: 4 Jan 1956.

13

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In The Matter Of The Mortgaged Real Estate of Maynard Robinson vs. and Gertrude L. Robinson, his wife

No. 11,547 Equity

STATE OF MARYLAND, ANNE ARUNDEL 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 Maynard Robinson 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 married, lives with Gertrude L. Robinson, his wife at 10400 Brookmoor Drive, Silver Spring, Maryland is employed by Robinson Lumber Company (Partner) at 1239 Kennelworth Avenue, N. E., Washington, D. C. and has been so employed for about 8 years.

(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 5th day of December 1955

William W. Townshend, Jr.
Affiant.

Alice Gary
Notary Public

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

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Filed 5 Dec., 1955

LIBER 95 PAGE 312 OFFICE

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,547 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MAYNARD ROBINSON and GERTRUDE L. ROBINSON, his wife

Ordered, this 28th 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, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was $5,242.50.

GEORGE T. CROMWELL, Clerk.

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

d-22

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1956

We hereby certify, that the annexed

Order Nisi

Eq. 11,547

Maynard Robinson

$5,242.50

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 1956 The first insertion being made the 1st day of December, 1955

THE CAPITAL-GAZETTE PRESS, INC.

No. MG 5133

15

Filed: 4 Jan 1956. By H. Tilghman

LIBER 95 PAGE 313

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~X~~
Maynard Robinson
and
Gertrude L. Robinson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,547 Equity

To the Honorable, the Judges of said Court:

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

January 20, 1956

All of which is respectfully submitted.

Laura R. Fickling
Auditor.

Filed JAN 20 1956

Dr. In the Matter of the Mortgaged Real Estate of Maynard Robinson and Gertrude L. Robinson, his wife

in ac.

To Attorney for Commissions, viz:	187	28		
To Attorney for Fee, viz:	100	00	287	28
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	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	10	42		
New Amsterdam Casualty Co. - bond premium	22	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	3	03		
One-half State documentary stamps	3	02		
Alice Gary - notary fees	1	50	123	97
To United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	4,779	90	4,779	90
			5,242	65
Amount of mortgage claim filed	5,242	50		
Cr. Amount allowed above	4,779	90		
Balance subject to decree in personam	462	60		

17

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

1955							
Nov.	22	Proceeds of Sale		5,242	50	5,242	50
		Refund 1955 State and County taxes ($3.10) - adjusted to 11/22/55			15		15
						5,242	65

LIBER 95 PAGE 316

ORDER NISI

In the Matter of the Mortgaged Real Estate

~~VERSUS~~
of
Maynard Robinson
and
Gerturde L. Robinson, his wife

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,547 Equity.

ORDERED, This 20 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 27 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 27 day of February next.

George J. Cromwell, Clerk.

Filed JAN 20 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 28th 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 27 1956

19

LIBER 95 PAGE 317

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. 11,547 Equity

In The Matter Of The Mortgaged Real Estate Of MAYNARD ROBINSON and GERTRUDE L. ROBINSON, His Wife.

Ordered, this 20th 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 27th 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 27th day of February next.

GEORGE T. CROMWELL, Clerk.

True Copy. TEST:

GEORGE T. CROMWELL, Clerk.

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CERTIFICATE OF PUBLICATION

Annapolis, Md., February 24, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,547 Auditor Account. Maynard Robinson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1956. The first insertion being made the 26th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Talgliman

No. M.G. 2414

FEB 28 1956

Filed

20

LIBER 95 PAGE 318

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11,544 Equity
OF MAYNARD ROBINSON AND GERTRUDE L. ROBINSON, : In the Circuit Court for
HIS WIFE : Anne Arundel County

Mr. Clerk,

Please docket the the above proceedings and file the original mortgage herewith.

William W. Townshend, Jr.
Attorney named in mortgage

Filed 25 Oct., 1955.

LIBER 95 PAGE 319 LIBER 897 PAGE 438

No. 11,547 Equity

This Mortgage,

made this 22 day of January ,

in the year one thousand nine hundred and fifty-five , between Maynard Robinson

and Gertrude L. Robinson, 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

FIVE THOUSAND DOLLARS - ($5,000.00)

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

By the payment of FIFTY DOLLARS - ($50.00) 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 22nd 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.

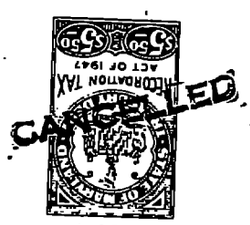
And the said Mortgagors shall have the right to pay all or any additional part of the principal on any monthly installment payment date and interest shall abate on any amount so paid on the principal.

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 that lot of ground situate and lying in Seventh Election District, Anne Arundel County, State of Maryland and described as follows:

KNOWN AND DESIGNATED as Lot No. 12 in Block No. 7 in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Page 35.

BEING a part of the property conveyed to the within-named Mortgagors by Edgar D. Turner and H. Ray Kingsley, Trustees, by deed dated January 7, 1955 and intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.



Filed 25 Oct., 1955.

This loan was made upon the distinct understanding and agreement between the parties hereto that the following items, if any, shall be considered as fixtures and as such shall pass as a part of the realty hereby conveyed and mortgaged, viz.: garages; all bathroom accessories, such as tub, lavatory, closet combination, built-in medicine cabinets; all kitchin accessories, such as sink, built-in kitchin units, gas ranges, coal ranges; all cellar accessories, such as laundry trays, heating plant complete with its boiler, radiators, hot water heaters, oil burner, oil tank and circulators, built-in club room with its appurtenances; built-in radio antenna; all lighting fixtures; built-in mantels; and screens for windows and doors. The aforegoing enumeration of specific items shall not be construed as excluding from the operation of this mortgage anything on said premises which would partake of the nature of a fixture or fixtures, and which would by operation of law pass to the mortgagee as a part of mortgagee's security.

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

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

If, however the said Mortgagor s, his, her or their heirs, personal representatives or assigns, shall make the payments and perform the covenants herein on his, her or their part contained, then this mortgage shall be void.

And the said Mortgagor s, for themselves, their heirs, personal representatives or assigns, covenant 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 Mortgagors, 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 afrer 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 Mortgagors, his, her or their heirs, personal representatives or assigns.

Half of such commissions and all such expenses and costs shall be paid by the Mortgagors or his, her or their heirs, personal representatives or assigns in the event that the mortgage debt shall be paid after any advertisement of said property, but before sale thereof.

The said Mortgagor s covenant to warrant specially said lot 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

Maynard Robinson (SEAL)
Maynard Robinson

Gertrude Lorraine Robinson (SEAL)
Gertrude L. Robinson

(SEAL)

LIBER 95 PAGE 322

SOMERSET
State of Maryland, ~~Anne Arundel~~ County, to wit:

LIBER 897 PAGE 441

I HEREBY CERTIFY, that on this 22 day of January in the year one thousand, nine hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Maynard Robinson and Gertrude L. Robinson, his wife, the above named Mortgagors satisfactorily proven to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained, and also they acknowledged the foregoing Mortgage to be their act. At the same time also appeared ROBERT C. WARD, President of said Mortgagee, and made oath in due form of law that the consideration mentioned in said Mortgage is true and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.

Pauline M. Bowman
NOTARY PUBLIC
Pauline M. Bowman

My Commission expires 5/2/55

Recorded-24th-Jan.-1955-at-11:30-A.M.

(2)

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

MORTGAGE

FROM

MAYNARD ROBINSON AND

GERTRUDE L. ROBINSON, HIS WIFE

TO

UNITED FEDERAL SAVINGS & LOAN ASSOCIATION OF GLEN BURNIE, MARYLAND

Received for record 24 day of Jan 19 55 at 11:30 o'clock A. M.
Same day recorded in Liber J.H.H. No. 897 folio 438 &c. one of the Land Records of Anne Arundel County
and examined per
JOHN H. HOPKINS, Jr. Clerk.
Cost of Record $ 4.50

LIBER 95 PAGE 323

No. 11,548 Equity

ATTORNEY'S SALE

of

Valuable Improved Real Estate

at Cape Anne

Under and by virtue of a power of sale contained in a mortgage from Maynard Robinson and Gertrude L. Robinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 438, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

TUESDAY, NOVEMBER 22, 1955

at 12:00 Noon

All that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland,

Known and designated as Lot No. 12 in Block No. 7 in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Page 35.

Being a part of the property conveyed unto Maynard Robinson and Gertrude L. Robinson, his wife, by Edgar D. Turner and H. Ray Kingsley, Trustees, by deed dated January 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 436.

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 St.
Annapolis, Md.

Robert H. Campbell, Auctioneer

Maryland Gazette Press

October 27, 1955
November 3, 10 and 17

Filed 25 Oct., 1955.

LIBER 95 PAGE 324

IN THE MATTER OF THE MORTGAGED REAL ESTATE : No. 11.548 Equity

OF MAYNARD ROBINSON AND GERTRUDE L. : In the Circuit Court for

ROBINSON, HIS WIFE : Anne Arundel County

STATEMENT OF MORTGAGE CLAIM

Amount of mortgage from Maynard Robinson and Gertrude L. Robinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 428		$ 5,000.00
Plus interest to October 31, 1955	$225.00	
Plus interest to November 22, 1955	17.50	
	$242.50	242.50
		$ 5,242.50
Less escrow funds		2,200.89
		$ 3,041.61

William W. Townshend, Jr.,
Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 16th 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 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: 21 Nov. 1955

No. 11,548 Equity

Trustee's Bond

LIBER 95 PAGE 325

1-371-Md.

KNOW ALL MEN BY THESE PRESENTS:

193033

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 FOUR THOUSAND AND 00/100 ($4,000.00) Dollars, current money, to be paid to the said State of Maryland, or its certain Attorney; to which payment, well and truly to be made and done, we bind ourselves, and each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointlyand severally, firmly by these presents. Sealed with our seals, and dated this 15th day of November in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden William W. Townshend Jr. Anne Arundel Co Md. by virtue of a decree of the Honorable Judge of the Circuit Court of ~~Baltimore City~~, has been appointed trustee to sell property Lot 17 Block 7 known as Cape Anne, Anne Arundel County, Maryland,

mentioned in the proceedings in the case of United Federal Savings & Loan Association

vs.

Maynard Robinson and Gertrude L. Robinson, 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

M.S. Kraus

William W. Townshend Jr. (SEAL)

(SEAL)

NEW AMSTERDAM CASUALTY COMPANY (SEAL)

by: G. Lee Burgess (SEAL)
Vice-President - G. Lee Burgess

Attest V. F. Mercier (SEAL)
Assistant Secretary - V. F. Mercier

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 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 21 Nov. 1955
George J. Cromwell, Clerk

Filed: 21 Nov. 1955

ROBERT H. CAMPBELL - - - LIBER 95 PAGE 326 - - - - Auctioneer

ATTORNEY'S SALE

OF VALUABLE

Improved Real Estate

AT CAPE ANNE

Under and by virtue of a power of sale contained in a mortgage from Maynard Robinson and Gertrude L. Robinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 438, default having occurred, the undersigned Attorney named in said mortgage will offer at public sale on the premises on

Tuesday, Nov. 22, 1955

AT 12:00 NOON

All that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland.

Known and designated as Lot No. 12 in Block No. 7 in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Page 35.

Being a part of the property conveyed unto Maynard Robinson and Gertrude L. Robinson, his wife, by Edgar D. Turner and H. Ray Kingsley, Trustees, by deed dated January 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 436.

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, Mary[illegible]d

Filed 28 Nov. 1955 11: 18

LIBER 95 PAGE 327

Annapolis, Maryland
November 22, 1955

I hereby certify that on this 22nd day of November, 1955, I have sold the property described in said advertisement in the Seventh Election District of Anne Arundel County, Maryland, known as Lot No. 12, Block 7, Cape Anne, to United Federal Savings & Loan Assn. of Glen Burnie

at and for the sum of $ 3041.61

being then and there the highest bidder for said property.

Robert H. Campbell

Robert H. Campbell, Auctioneer

Annapolis, Maryland
November 22, 1955

I hereby certify that I have this 22nd day of November, 1955, purchased from William W. Townshend, Jr., Attorney named in Mortgage, the property situated in the Seventh Election District of Anne Arundel County, Maryland, known as Lot No. 12, Block 7, Cape Anne, at and for the sum of

$3,041.61

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

UNITED FEDERAL SAVINGS AND LOAN ASSN.
OF GLEN BURNIE

Robert C. Ward

By: Robert C. Ward, President — Purchaser

Purchaser

Filed 28 Nov., 1955

In the Matter of the Mortgaged Real Estate : No. 11,548 Equity
of Maynard Robinson and Gertrude L. : In the Circuit Court for
Robinson, his wife : Anne Arundel County

To the Honorable, the Judges of said Court.

The Report of Sale of William W. Townshend, Jr., Attorney named in the Mortgage filed in these proceedings, respectfully shows:

That under and by virtue of a power of sale contained in a mortgage from Maynard Robinson and Gertrude L. Robinson, his wife, to United Federal Savings and Loan Association of Glen Burnie, dated January 22, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 897, Folio 438, 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 Press, a newspaper published in Anne Arundel County, 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 22, 1955, at 12:00 noon, and then and there sold the said property unto United Federal Savings and Loan Association of Glen Burnie at and for the sum of Three Thousand forty-one Dollars and Sixty-one Cents ($3,041.61), being at that figure the highest bidder therefor, said property being as follows:

ALL that lot or parcel of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, known and designated as Lot No. 12 in Block No. 7 in the subdivision made by Edgar D. Turner and Elmer E. Still, Trustees, and known as Cape Anne, formerly Cape Battee, as per plat of said subdivision recorded among the Plat Records of Anne Arundel County in Plat Book 6, Folio 35.

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

Filed: 28 Nov. 1955

11

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 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

Alice Gary, Notary Public

ALICE GARY NOTARY PUBLIC ANNE ARUNDEL CO. MD.

13

LIBER 95 PAGE 330

ORDER NISI

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
MAYNARD ROBINSON and
GERTRUDE L. ROBINSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,548 Equity

Ordered, this 28 day of November, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by William W. Townshend, Jr., Attorney named in Mortgage, ~~XXXXXXXX~~

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 3 day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3 day of January next.

The report states that the amount of sale ~~XXXXX~~ was $ 3,041.61.

George J. Cromwell, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 28 Nov., 1955.

IN THE MATTER OF THE
MORTGAGED REAL ESTATE OF
~~XXXXXX~~
MAYNARD ROBINSON and
GERTRUDE L. ROBINSON, his wife

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
Term, 19

ORDERED BY THE COURT, This 4 Th day of January, 19 56, 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: 4 Jan 1956.

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

In The Matter Of The Mortgaged Real Estate of Maynard Robinson and Gertrude L. Robinson, his wife	No. 11,548 Equity

STATE OF MARYLAND, ANNE ARUNDEL 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 Maynard Robinson 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 married, lives with Gertrude L. Robinson, his wife at 10400 Brookmoor Drive, Silver Spring, Maryland is employed by Robinson Lumber Company (Partner) at 1239 Kennelworth Avenue, N. E., Washington, D. C. and has been so employed for about 8 years.

(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 13th day of Dec., 1955.

Wm W Townshend

Affiant.

Alice Gary

Notary Public.

NOTARY PUBLIC ANNE ARUNDEL CO.

*Thirty days when plaintiff seeks to have judgment entered after default in appearance; sixty days when plaintiff orders an execution.

Filed: DEC 13 1955

14

LIBER 95 PAGE 332 OFFICE

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 3, 1956

We hereby certify, that the annexed

Order Nisi Sale

Eq. 11,548.

Maynard Robinson

$3,041.61

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of January, 1956. The first insertion being made the 1st day of December, 1955

THE CAPITAL-GAZETTE PRESS, INC.

No. MG. 5192

15

By H. Tilghman

Filed: 4 Jan 1956.

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,548 Equity

IN THE MATTER OF THE MORTGAGED REAL ESTATE OF MAYNARD ROBINSON and GERTRUDE L. ROBINSON, his wife

Ordered, this 28th 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 3rd day of January next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 3rd day of January next.

The report states that the amount of sale was $3,041.61.

GEORGE T. CROMWELL, Clerk.

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

d-22

In the Case of

In the Matter of the Mortgaged
Real Estate
of
~~XXX~~
Maynard Robinson
and
Gertrude L. Robinson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,548 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 20, 1956

All of which is respectfully submitted.

Laura K. Fickling
Auditor.

Filed JAN 20 1956

16

Dr. In the Matter of the Mortgaged Real Estate of Maynard Robinson and Gertrude L. Robinson, his wife in ac.

To Attorney for Commissions, viz:	121	25		
To Attorney for Fee, viz:	100	00	221	25
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	35	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	9	02		
New Amsterdam Casualty Co. - bond premium	16	00		
Robert H. Campbell - auctioneer's fee	35	00		
One-half Federal documentary stamps	1	93		
One-half State documentary stamps	1	92		
Alice Gary - notary fees	1	50	114	37
United Federal Savings & Loan Ass'n of Glen Burnie, mortgagee - this balance on account mortgage claim	2,654	64	2,654	64
			3,041	76
Amount of mortgage claim filed	3,041	61		
Cr. Amount allowed as above	2,654	64		
Balance subject to decree in personam	386	97		

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

1955						
Nov.	22	Proceeds of Sale	3,041	61	3,041	61
		Refund 1955 State and County taxes ($3.10) adjusted to 11/22/55		15		15
					3,041	76

LIBER 95 PAGE 336

ORDER NISI

In the Matter of the Mortgaged

Real Estate

~~vs~~

of

Maynard Robinson

and

Gertrude L. Robinson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,548 Equity.

ORDERED, This 20 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 27 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 27 day of February next.

George J. Cromwell, Clerk.

Filed JAN 20 1956

In the Circuit Court for Anne Arundel County

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

Benjamin Henderson
Judge.

Filed FEB 28 1956

LIBER 95 PAGE 337 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 24, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,548

Auditor account

Maynard Robinson

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 27th day of February, 1956. The first insertion being made the 26th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

No. M.G. 2415

By H. Tilghman

Filed FEB 28 1956

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,548 Equity

In The Matter Of The Mortgaged Real Estate Of MAYNARD ROBINSON and GERTRUDE L. ROBINSON, His Wife.

Ordered, this 20th 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 27th 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 27th day of February next.

GEORGE T. CROMWELL, Clerk.

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

f-9

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

MARGUERITE F. RENSHAW, Administratrix of the estate of Violet M. Wagner, deceased *

MARGUERITE F. RENSHAW and WILLARD S. RENSHAW, her husband 1320 Graham Road, Falls Church, Virginia *

versus *

VERA A. STALLINGS and DONALD G. STALLINGS, her husband Davidsonville, Anne Arundel County Maryland *

EDWARD F. WAGNER, JR. and ADA WAGNER, his wife 4632 Nelmar Place Jacksonville, Florida *

ELAINE M. NIEMCYZK 437 M Street Glen Burnie, Anne Arundel County Maryland * NO. 11,490 EQUITY

GERALDINE M. CASHEN and WILLIAM E. CASHEN, her husband 2 Florida Avenue Severn, Anne Arundel County Maryland *

MARGARET E. WAGNER, infant c/o Vera A. Stallings Davidsonville, Anne Arundel County Maryland *

* * * * * * *

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

1. Your oratrix, Marguerite F. Renshaw, shows that she was appointed administratrix of the estate of Violet M. Wagner, deceased, on the nineteenth day of April, 1955, notice to creditors given, and an inventory filed, but that the personal estate is insufficient to pay creditors, taxes, and expenses.

2. That the said Violet M. Wagner died seised and possessed of a lot of ground, improved by a dwelling, at Odenton, Anne Arundel County, Maryland, and being the property conveyed to Edward F. Wagner and Violet M. Wagner, his wife, by deed dated December 12, 1944, and recorded among the land records of Anne Arundel County in Liber J. H. H. No. 323, folio 22 (the original deed is filed

Filed 23 Sept., 1955

herewith, marked "Complainants' Exhibit 'A'", and is prayed to be taken as a part hereof).

3. That the said Edward F. Wagner predeceased Violet M. Wagner, and Violet M. Wagner left surviving her as her only heirs-at-law the following children:

a. Edward F. Wagner, Jr., who intermarried with Ada Wagner.

b. Vera A. Stallings, who intermarried with Donald G. Stallings.

c. Elaine M. Niemcyzk who intermarried with Leonard Niemcyzk.

d. Geraldine M. Cashen, who intermarried with William E. Cashen.

e. Marguerite F. Renshaw who intermarried with Willard S. Renshaw.

f. Margaret E. Wagner, infant.

4. That the property aforesaid cannot be divided in kind among the parties in interest without loss or injury, and a sale is necessary and to the best interest and advantage of the parties to this case.

5. That Edward F. Wagner, Jr., and Ada Wagner, his wife, are non-residents of the State of Maryland.

TO THE END, THEREFORE,

1. That the said real estate of the late Violet M. Wagner be sold for the purpose of paying creditors, taxes, and expenses in connection with her estate.

2. That a decree may be passed for the sale of the said real estate.

3. That a trustee be appointed to convey the property to the purchaser or purchasers upon ratification of the sale.

4. That the proceeds of the said sale may be brought into court for distribution under its order in accordance with the rights of creditors and others, including the parties to this case.

5. That your orators may have such other and further relief as t heir case may require.

May it please your honors to grant unto your orators the writ of subpoena against the said Vera A. Stallings and Donald G. Stallings, her husband; Elaine M. Niemcyzk; Geraldine M. Cashen and William E. Cashen, her husband; and Margaret E. Wagner, infant, who resides with Vera A. Stallings at Davidsonville, Anne Arundel County, Maryland, commanding them to appear in this court at some certain day to be named therein to answer the premises and abide by and perform such decree as may be passed therein; and also the order of publication giving notice to the said Edward F. Wagner, Jr., and Ada Wagner, his wife, non-residents of this state, of the object and substance of this bill, authorizing and directing them to appear in this court in person or by solicitor, on or before a certain day to be named therein to show cause, if any they have, why a decree ought not be passed as prayed.

And, as in duty bound, etc.

Marguerite F. Renshaw
Marguerite F. Renshaw
Administratrix of the estate of Violet M. Wagner, deceased

Marguerite F. Renshaw
Marguerite F. Renshaw

Willard S. Renshaw
Willard S. Renshaw

Marvin I. Anderson
Marvin I. Anderson
Solicitor for Complainants

3

Fee Simple Deed—Code—City or County.

This Deed, *Made this* 12th *day of* December, *in the year one thousand nine hundred and forty* - four, *between* The Scott Street Loan and Savings Association No. 1 of Baltimore City, a body corporate, duly incorporated under the Laws of - - -

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 lot of ground and premises; above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said* Edward F. Wagner and Violet M. Wagner, his wife, as tenants by the entireties, their assigns, the survivor of them, his or her heirs and assigns, forever, in fee simple; subject, however, to the restrictions contained in deed dated June 29, 1927, recorded among the Land Records aforesaid in Liber F.S.R.No. 14, folio 124, from David Scarlett Ross, unmarried, to Carl A. Mearman and wife.

And *the said grantor hereby covenant s that* it has *not done or suffered to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed; that* it *will warrant specially the property hereby granted; and that* it *will execute such further assurances of the same as may be requisite.*

Witness *the* ~~hand and~~ corporate seal *of said grantor*, and the signature of its President hereto.

TEST:

Emil Aird Budnitz

THE SCOTT STREET LOAN AND SAVINGS ASSOCIATION NO. 1 OF BALTIMORE CITY (SEAL)

BY

Charles Herget (SEAL)
President

State of Maryland, Baltimore City, to wit: LIBER 95 PAGE 342 A

On this the 12th *day of* December *, 1944, before me, a Notary Public,*

personally appeared Charles Herget, who acknowledged himself to be the President of The Scott Street Loan and Savings Association No. 1 of Baltimore City, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

~~*known to me to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that executed the same for the purposes therein contained.*~~

In witness whereof *I hereunto set my hand and official seal.*

NOTARY'S SEAL HERE

Emil Aird Budnitz

Emil Aird Budnitz *Notary Public.*

My commission expires May 7, 1945

ANNE ARUNDEL COUNTY

DEED

LIBER 95 PAGE 342 B

Property:

Lemont Avenue, Mayfield

File No. 6131-T

Description approved

Execution approved

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

R. Harry Arnold,
Clerk

FROM

THE SCOTT STREET LOAN AND SAVINGS

ASSOCIATION NO. 1 OF BALTIMORE CITY

TO

EDWARD F. WAGNER

AND WIFE

BLOCK NO.

Received for Record Dec 26 1944

at 2-15 *o'clock* P. *M. Same day recorded in*

Liber JHH *No.* 323 *Folio* 22 *etc.,*

one of the Land Records of AACo

and examined per

John W. Hopkins 3d *Clerk.*

Cost of Record, $

KOHLERMAN AND DUMLER

ATTORNEYS AT LAW

BALTIMORE, MARYLAND

Paid + x 3 50 / 5 50 / 4 -

LIBER 95 PAGE 343

MARGUERITE F. RENSHAW, Administratrix of the Estate of Violet M. Wagner, et al	:	NO. 11,490 EQUITY
	:	in the
	:	CIRCUIT COURT
vs.	:	for
VERA A. STALLINGS, et al	:	ANNE ARUNDEL COUNTY

: : : : :

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Vera A. Stallings and Donald G. Stallings, her husband; ~~Edward F. Wagner, Jr. and Ada Wagner, his wife;~~ Elaine M. Niemcyzk ~~(and Leonard Niemcyzk, her husband)~~ and Geraldine M. Cashen and William E. Cashen, her husband, to the Bill of Complaint against them and others in this Court Exhibited.

These Respondents answering say:

That they admit all of the allegations contained in said Bill of Complaint in so far as same is applicable to them and consent to the passage of a decree for the sale of the property therein mentioned.

And as in duty bound, etc.

Vera A. Stallings
Vera A. Stallings

Donald G. Stallings
Donald G. Stallings

~~Edward F. Wagner, Jr.~~

~~Ada Wagner~~

Elaine M. Niemcyzk
Elaine M. Niemcyzk

~~Leonard Niemcyzk~~

Geraldine M. Cashen
Geraldine M. Cashen

William E. Cashen
William E. Cashen

Filed 23 Sept. 1933.

MARGUERITE F. RENSHAW, Administratrix of the Estate of Violet M. Wagner, et al	:	NO. 11,490 EQUITY
	:	in the
	:	CIRCUIT COURT
vs.	:	for
VERA A. STALLINGS, et al	:	ANNE ARUNDEL COUNTY
	:	

: : : : :

A N S W E R

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Edward F. Wagner, Jr. and Ada Wagner, his wife, to the Bill of Complaint against them and others in this Court Exhibited.

These Respondents answering say:

That they admit all of the allegations contained in said Bill of Complaint in so far as same is applicable to them and consent to the passage of a decree for the sale of the property therein mentioned.

And as in duty bound, etc.

Edward F. Wagner, Jr.
Edward F. Wagner, Jr.

Ada Wagner
Ada Wagner

Filed 23 Sept., 1935.

LIBER 95 PAGE 345

MARGUERITE F. RENSHAW, Administratrix of the estate of Violet M. Wagner, deceased, et al	*	NO. 11,490 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
VERA A. STALLINGS, et al	*	FOR
	*	ANNE ARUNDEL COUNTY

PETITION FOR APPOINTMENT OF GUARDIAN, AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of the plaintiffs in the above case respectfully shows:

That Margaret E. Wagner, a defendant in said cause, has been duly returned summoned but being an infant cannot answer and defend the suit for herself and has no guardian within the jurisdiction of this court to answer and defend the suit for her.

Your petitioner, therefore, prays your honors to appoint a guardian ad litem to appear and answer for said infant.

And, as in duty bound, etc.

/s/ Warren T. Tarbutton
Solicitor for Complainants

Filed 8 Oct., 1955

ORDER OF COURT

ORDERED this 10th day of October, 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 Margaret E. Wagner, infant defendant in the above case.

/s/ Benjamin Michaelson
JUDGE

Filed: 10 Oct. 1955

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MARGUERITE F. RENSHAW, Administratrix of the estate of Violet M. Wagner, deceased, et al.	*	NO. 11,490 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
VERA A. STALLINGS, et al	*	FOR
	*	ANNE ARUNDEL COUNTY

ANSWER OF GUARDIAN AD LITEM

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Margaret E. Wagner by Myrtle Sturm, Guardian Ad Litem, duly appointed by Order of this Court, to the Bill of Complaint of Marguerite F. Renshaw, et al, against her in this Court exhibited, respectfully shows:

The defendant, being an infant, can neither admit nor deny any of the matters or things in said bill alleged and submits her 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: 11 Oct. 1955

MARGUERITE F. RENSHAW, et al	:	IN
	:	THE CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
VERA A. STALLINGS, et al	:	NO. 11,490 EQUITY

:::::

TESTIMONY ON BEHALF OF THE PLAINTIFF

October 19, 1955

Present:

Mr. Marvin I. Anderson, Solicitor for Complainants

Mr. Emanuel Klawans, Examiner

Mrs. Irene Hazel, Asst. Court Stenographer

Witnesses:

Marguerite F. Renshaw, pages 2,3,4.

William H. Riley, pages 4,5.

Filed: 29 Oct. 1955

Marguerite F. Renshaw, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Anderson)

1. State your name and address..

A. Marguerite F. Renshaw, 1320 Graham Road, Falls Church, Virginia.

2. Mrs. Renshaw, are you the administratrix of the estate of Violet M. Wagner?

A. I am.

3. She was your mother, is that correct?

A. Yes.

4. When did your mother die?

A. April 8th, 1955, in John Hopkins Hospital, Baltimore, Md.

5. Have you given Notice to Creditors in the estate of Violet M. Wagner?

A. I have.

6. Is the personal estate sufficient to pay creditors, taxes and expenses in connection with the estate?

A. No, it's not.

7. What creditors remain to be paid?

A. The estate owes:

John Hopkins Hospital	$200.00
John Hopkins Hospital	12.50
Anne Arundel General Hospital	5.00
Dr. Christhilf	15.00
Dr. Borderly	25.00
Western Md. Dairy	30.53
O'Malley Sexton Co.	85.17
C & P. Telephone Co.	18.59
Gas Company	6.21
Suburban Gas Company	11.13
Catholic Digest Book Club	6.40
Great American Insurance Co.	16.65
Sears & Roebuck	30.66

And I was recently forced to pay 1954 and 1955 County taxes in the amount of $108.34, to prevent the decedent's estate in this case real / from being sold, for which I claim reimbursement, and also there is due Richard Williams $32.50 for fire insurance. There is $47.18 due the Carroll Club and there may be some others.

8. Did your mother, Violet M. Wagner, die seized and possessed of real estate in Anne Arundel County, Maryland?

A. Yes.

9. Where is that property located?

A. 16 Lamont Avenue, Odenton, Anne Arundel County, Maryland.

10. I hand you the original deed recorded in Liber J.H.H. No. 323, folio 22, dated December 12th, 1944, and ask you is that the deed for that property?

A. Yes. (DEED FILED HEREWITH MARKED EXAMINER'S EXHIBIT NO.1)

11. How is the property improved?

A. It has a house with five rooms downstairs and two rooms upstairs and a bath.

12. Does it have water?

A. No.

13. Does it have a heating system?

A. Yes, hot air, oil automatic.

14. Is that on one lot or more than one lot?

A. On one lot 75 x 150.

15. Is Edward F. Wagner living or deceased?

A. He is deceased.

16. Did he die prior to your mother, Violet M. Wagner?

A. Yes, he did.

17. What heirs did your mother, Violet M. Wagner, leave surviving her?

A. Edward F. Wagner, Jr., son, married to Ada Wagner; Vera A. Stallings, daughter, married to Donald G. Stallings; Elaine M. Niemcyzk, daughter, who is married to Leonard Niemcyzk; Geraldine M. Cashen, daughter, married to William E. Cashen; Marguerite F. Renshaw, daughter, married to Willard S. Renshaw; and Margaret E. Wagner, daughter, who is an infant and single.

18. Are all of the parties except Margaret E. Wagner over 21?

A. Yes.

19. In your opinion, can this property be divided in kind among the parties in interest without a loss or injury?

A. No.

20. Is it to the advantage of the parties including the infant that said property be sold and said proceeds divided?

A. Yes.

21. What, in your opinion, is a fair market value of the property?

A. I would say Five Thousand Dollars ($5,000).

22. Are all the party defendants residents of the State of Maryland?

A. No, they all are except Edward F. Wagner, Jr. and myself.

(Mr. Klawans)

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

Marguerite F. Renshaw

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

(Mr. Anderson)

1. State your name and occupation.

A. William H. Riley, Chief Tax Assessor for Anne Arundel County, Maryland.

2. What experience have you had in appraising real estate in Anne Arundel County and in the vicinity of this property?

A. Ten years experience.

3. Mr. Riley, have you appraised this property, the subject matter of this suit?

A. I have.

4. What value did you place on the property?

A. Five Thousand Dollars ($5,000).

5. What does the property consist of and where is it located?

A. The property is located on the East side of Lamont Avenue in Odenton, Maryland, the lot is size 75 x 150, improved by a semi bungalow frame construction, seven rooms and bath, hot air heat and there are no public utilities except electricity and telephone, and there's no water service on the property except that which is now obtained from a neighbor. The house is of a cheap type construction, having been enlarged to provide rooms in the attic.

6. Is the house sound?

A. Yes.

7. Is it in a good state of repair?

A. Average.

8. You have heard testimony that there are six heirs, one of whom is an infant, is that correct?

A. Yes sir.

9. What, in your opinion, should be done with the property in the best interest of all heirs including that of the infant?

A. Sell the property and divide the proceeds.

(Mr. Klawans)

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

William H. Riley

William H. Riley

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

Witness my hand and seal this 29th day of October, 1955.

Emanuel Klawans (SEAL)
Emanuel Klawans, Examiner

E.K. $10.00

I.H. $7.00 3d. 10/25/55 D.M.

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MARGUERITE F. RENSHAW, Administratrix of the estate of Violet M. Wagner, deceased, et al.

versus

VERA A. STALLINGS, et al.

* NO. 11,490 EQUITY

* IN

* THE CIRCUIT COURT

* FOR

* ANNE ARUNDEL COUNTY

* * * * *

WAIVER AND SUBMISSION FOR DECREE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The above case is respectfully submitted for decree by the plaintiffs and the guardian ad litem appointed in this case, and the 41st General Equity Rule is hereby waived by them, all of the defendants having answered the bill of complaint in this cause by admitting the allegations contained therein and consenting to the passage of a decree for the sale of the property therein mentioned.

Marvin I. Anderson
Attorney for Plaintiffs

Myrtle Sturm
Guardian ad litem for Margaret E. Wagner, infant defendant

Filed: 29 Oct. 1953

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MARGUERITE F. RENSHAW, Administratrix of the estate of Violet M. Wagner, deceased, et al	:	NO. 11,490 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
VERA A. STALLINGS, et al	:	

DECREE

THIS cause standing ready for hearing and being submitted, the Bill and all the other proceedirgs were by the Court read and considered.

It is thereupon this 31st day of October, 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 Marvin I. Anderson be, and he is hereby, appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

He shall first file with the Clerk of this Court a Bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court in the penalty of Six Thousand Dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future order or decree, in the premises; he 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 he 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: 31 Oct. 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 Trustee; and if not sold at public sale on the day so advertised, the said Trustee 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 Trustee 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 Trustee, 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 Trustee shall bring into this Court the money arising fro 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 Trustee as the Court shall think proper to allow in consideration of the skill, attention, and fidelity wherewith he shall appear to have discharged his trust.

Benjamin Mitchell
JUDGE

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LIBER 95 PAGE 356

MARGUERITE F. RENSHAW, Administratrix of the Estate of Violet M. Wagner, deceased et al	:	NO. 11, 490 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
VER A. STALLINGS, et al	:	ANNE ARUNDEL COUNTY

: : : :

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Marvin I. Anderson, of Annapolis, Anne Arundel County, Maryland, as principal 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 Six thousand ($6,000.00) dollars to be paid to the said State or its certain Attorney, to which payment well and truly to be made and done, we bind ourselves and each of us, our and each of our Heirs, Executors, Administratros, Successors or Assigns, jointly and severally, firmly by these presents,

Sealed with our seals and dated this 2nd day of November in the year of our Lord one thousand and nine hundred and fifty-five.

WHEREAS, the above bounden MarvinI. Anderson was appointed Trustee by virtue of a Decree of the Honorable the Judge of the Circuit Court of Anne Arundel County, dated October 31, 1955, to make sale of the property mentioned in the proceedings in the case of Marguerite F. Renshaw, Administratrix of the Estate of Violet M. Wagner, deceased, et al vs. Vera A. Stallings, et al, known as No. 11,490 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden MarvinI. Anderson does and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain

Bond Approved this Nov. 2, 1955
George T. Cromwell, Clerk

Filed: 2 Nov. 1955

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in full force and virtue in law.

Marvin I. Anderson (SEAL)

Signed, Sealed and delivered
in the presence of

Myrtle Sturm

NATIONAL SURETY CORPORATION
BY: Marvin I. Anderson
Attorney-in-fact

TRUSTEE'S SALE

OF

Valuable fee simple property situated in the Fourth Election District of Anne Arundel, located on the southwest side of Lemont Avenue in Odenton. Improved by a 2 story dwelling.

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 Marguerite D. Renshaw, Administratix, etc., et al are plaintiffs and Vera A. Stallings, et al Defendants, (No. 11,490 Equity) the undersigned Trustees will sell at public auction at the Court House Door, at Annapolis, Maryland, on

DECEMBER 6, 1955 at 10:00 A. M.

the following property: All that lot ground having a frontage on the southwest side of Lemont Avenue of 75 feet with a depth therefrom of 150 feet. Improved by a 2 story dwelling consisting of 5 rooms on the first floor and 2 rooms and bath on the second floor, with oil automatic heating system.

Terms of Sale: One third of the purchase money to be paid in cash on the day of sale, balance on the final ratification of said sale by the Court, or all cash at the option of the purchaser or purchasers, deferred payment to bear interest at the rate of 6 per cent per annum from the day of sale. Taxes, and other expenses to be adjusted to day of sale.

Marvin I. Anderson, Trustee
20 West Street
Annapolis, Maryland

George Scible, Auctioneer

Filed 8 Dec., 1955.

This is to certify that I we have purchased at public auction from Marvin I. Anderson, Trustee, the property herein described at and for the sum of six thousand Dollars and we agree to comply with the terms of sale.

Witness our hand and seal this 6th day of December in the year 1955. my

Bernard F. Lilly (SEAL)

Witness:

Marvin I. Anderson

Della M. Lilly (SEAL)
Per B.F.L.

This is to certify that I have sold at public auction for Marvin I. Anderson, Trustee, the herein described property to

Bernard F. and Della M. Lilly at and for the sum of

Six thousand Dollars, he y being at that price the highest bidders therefor.

Witness my hand and seal this 6th day of December, 1955.

Witness:

Marvin I. Anderson

(SEAL)
Auctioneer

Exhibit No. 1 With Report of Sale.

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Filed 8 dec., 1955

MARGUERITE F. RENSHAW, Administratrix of the estate of Violet M. Wagner, deceased, et al	:	NO. 11,490 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
	:	ANNE ARUNDEL COUNTY
VERA A. STALLINGS, et al	:	
	:	

: : : : : : :

REPORT OF SALE

To the Honorable the Judges of the Circuit Court for Anne Arundel County.

The Report of Marvin I. Anderson, Trustee, appointed by the decree 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 his trust, as required by said decree, and giving notice of the time, place, manner and terms of sale by advertisement in the Maryland Gazette, a newspaper published in Anne Arundel County, said advertisement being for more than three successive weeks before the day of sale, he did pursuant to said notice attend at the Court House Door in the City of Annapolis, Maryland, on Tuesday, the sixth day of December, 1955, at 10 o'clock a.m., the time and place mentioned in said advertisement, and then and there offered the following property mentioned in these proceedings at public sale, that is to say: All that lot of ground situate in the Fourth Election District of Anne Arundel County, and described as follows: Beginning for the same on the southwest side of Lemont Avenue (formerly Lamont Avenue) at the distance of seventy-five (75) feet southeasterly from the southeast corner of Lemont and Urban Avenues; and running thence along said southwest side of Lemont Avenue south 53° east seventy-five (75) feet; thence at right angles thereto south 37° west one hundred fifty (150) feet; thence north 53° west seventy-five (75) feet; and thence north 37° east one hundred fifty (150) feet to place of beginning, being the

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Filed 8 Dec., 1955.

same property conveyed by Scott Street Loan & Savings Association No. 1 of Baltimore City to Edward F. Wagner, and Violet M. Wagner, his wife, by deed dated December 12, 1944, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 323, folio 22; the said Edward F. Wagner having predeceased his wife, Violet M. Wagner, and sold the same to Bernard F. Lilly, and Della M. Lilly, his wife, at and for the sum of Six thousand dollars ($6,000) they being at that price the highest bidders therefor.

That the said purchasers agree to comply with the terms of sale, agreement of purchasers and certificate of the auctioneer marked Exhibit No. 1 with Report of Sale is filed herewith.

All of which is respectfully submitted,

Marvin I. Anderson, Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I hereby certify that on this 7" day of December in the year 1955, before me the subscriber a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Marvin I. Anderson, Trustee, and made oath in due form of law that the matters and facts set forth in the aforesaid Report of Sale are true as therein set forth, and that said sale was fairly made.

Witness my hand and seal Notarial.

Myrtle Sturm
Notary Public

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LIBER 95 PAGE 362

ORDER NISI

Marguerite F. Renshaw, Administratrix of the estate of Violet M. Wagner, deceased, et al

versus

Vera A. Stallings and Donald G. Stallings, her husband, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,490 Equity

Ordered, this 8 day of December, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee,

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

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

George T. Cromwell, Clerk.

True Copy.

TEST: Clerk.

(Final Order) Filed 8 Dec., 1955.

Marguerite F. Renshaw, Administratrix of the estate of Violet M. Wagner, deceased, et al

versus

Vera A. Stallings and Donald G. Stallings, her husband, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 17th day of January finally, 1956, that the sale made and reported by the Trustee aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge.

Filed JAN 17 1956

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LIBER 95 PAGE 363 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. 11,490 Equity

MARGUERITE F. RENSHAW, Administratrix of the estate of VIOLET M. WAGNER, deceased, et al

Vs.

VERA A. STALLINGS and DONALD G. STALLINGS, her husband, et al

Ordered, this 8th day of December, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by Marvin I. Anderson, Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $6,000.00.

GEORGE T. CROMWELL, Clerk.

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

J-5

CERTIFICATE OF PUBLICATION

Annapolis, Md., January 16, 1956

We hereby certify, that the annexed

Order Nisi - Sale - Eq. 11490

Marguerite F. Renshaw

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 1 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 Vernon Tate

No. E.C. _____

JAN 17 1956

Filed _____

In the Case of

Marguerite F. Renshaw,
Administratrix of the Estate of
Violet M. Wagner, deceased, et al
vs.
Vera A. Stallings,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,490 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 30, 1956

All of which is respectfully submitted.

Laura R. Jinkling
Auditor.

Dr. Marguerite F. Renshaw, Administratrix of the Estate of Violet M. Wagner, deceased, et al vs. Vera A. Stallings, et al in ac.

To Trustee for Commissions, viz:	210	41		210	41
To Trustee for Court costs, viz:					
Plaintiffs' Solicitor's appearance fee	10	00			
Clerk of Court - Court costs	59	00			
Jos. W. Alton, Jr. - 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	7	00			
Auditor - stating this Account	45	00			
				137	90
To Trustee for Expenses, viz:					
Capital-Gazette Press - advertising sale	17	82			
Capital-Gazette Press - order nisi (sale)	8	00			
Capital-Gazette Press - order nisi (acct)	6	00			
Barrett Printing Co. - handbills	9	69			
National Surety Corp. - bond premium	24	00			
George W. Scible - auctioneer's fee	100	00			
One-half Federal documentary stamps	3	30			
One-half State documentary stamps	3	30			
Myrtle Sturm - notary fee			50		
				172	61
To Trustee for Claims Filed against Estate of Violet M. Wagner, deceased, viz:					
Capital-Gazette Press - notice to creditors	8	00			
Register of Wills - Court costs	16	35			
Register of Wills - State Tax on Administratrix's Commissions	5	00			
William H. Riley and Myrtle Sturm - appraising real and personal property	30	00			
Dr. Stuart M. Christhilf - professional services to deceased	15	00			
The O'Malley Sexton Co. - balance due	85	17			
The Johns Hopkins Hospital - balance on account 3/23/55	200	00			
The Johns Hopkins Hospital - X-Ray on 3/31/55	12	50			
Supreme Furniture Co. - balance due	121	29			
Seers Roebuck & Co. - balance due	37	02			
C. & P. Telephone Co. - service	22	96			
Baltimore Gas & Electric Co. - service	9	62			
Dr. John C. Bordley - professional services	25	00			
Western Maryland Dairy - balance due	30	53			
Suburban Propane Gas Corp. - balance due	18	09			
Anne Arundel General Hospital - account	5	00			
John G. Rolker, Inc. - fire insurance premium due 2/5/54 - balance	16	65			
The Carroll Club of Our Lady of the Fields Church - amount due	47	81			
Family Reading Club - claim filed	4	10			
Marguerite F. Renshaw - amounts advanced for 1954 and 1955 State and County taxes	108	34			
Richard Williams, Agent - fire insurance premium due 5/4/55	32	50			
Catholic Digest Book Club - balance due	6	40		857	33
BALANCE FOR DISTRIBUTION - $ 4,639.76					

Distributed to the Heirs of Violet M. Wagner, as follows:				
(1) To Edward F. Wagner, Jr., son - one-sixth	$773.29			
LESS direct inheritance tax	7.73		765	56
(2) To Vera A. Stallings, daughter- one-sixth	773.29			
LESS direct inheritance tax	7.73		765	56
(3) Elaine M. Niemcyzk, daughter - one-sixth	773.29			
LESS direct inheritance tax	7.73			
	765.56			
LESS Judgment claim of Western Maryland Dairy, viz:				
Debt	$72.03			
Interest from 4/28/55 to 1/28/56	3.24			
Court costs	2.15			
Fi. Fa.	5.25			
Recording release	.75	83.42	682	14
		682.14		
(4) To Geraldine M. Cashen, daughter- one-sixth	773.29			
LESS direct inheritance tax	7.73		765	56
(5) To Marguerite F. Renshaw, daughter- one-sixth	773.30			
LESS direct inheritance tax	7.73		765	57
(6) To Margaret E. Wagner, daughter - one-sixth	773.30			
LESS direct inheritance tax	7.73		765	57
To Western Maryland Dairy - in full for judgment claim against Elaine M. Niemcyzk as above			83	42
To H. Stanley Clark, Register of Wills - total direct inheritance tax			46	38
				4,639 76
				6,018 01

with

Marvin I. Anderson, Trustee

Cr.

1955				
Dec.	6	Proceeds of Sale	6,000 00	
		Interest on deferred payment of $4,000.00 to 1/18/56 - 1 month 6 days	13 76	6,013 76
		Refund 1955 State and County taxes ($48.45) - 25 days	4 25	4 25
				6,018 01

JC

LIBER 95 PAGE 368

ORDER NISI

Marguerite F. Renshaw,
Administratrix of the Estate of
Violet M. Wagner, deceased,
et al
VERSUS

Vera A. Stallings,
et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,490 Equity.

ORDERED, This 3rd day of February, 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 8th day of March next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 8th day of March next.

Filed FEB 3 1956

George J. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 9th day of March, 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 MAR 9 1956

LIBER 95 PAGE 369

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,490 EQUITY

MARGUERITE F. RENSHAW, Administratrix of the Estate of VIOLET M. WAGNER, deceased, et al

versus

VERA A. STALLINGS, et al

Ordered, this 3rd day of February, 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 8th day of March next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once each of three successive weeks before the 8th day of March next.

GEORGE T. CROMWELL, Clerk

True Copy: TEST:

GEORGE T. CROMWELL, Clerk

No. E.C. 4705

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 8, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,490

Auditor Account

Marguerite F. Renshaw

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 5th day of March, 1956. The first insertion being made the 4th day of February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Nicholson

Filed MAR 9 1956

LIBER 95 PAGE 370

EDWARD J. MACON and WILLIAM A. MACON, t/a MACON CONSTRUCTION COMPANY 1834 Reisterstown Road, Pikesville, Maryland, PLAINTIFFS	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS.	*	
THE CONTINENTAL REALTY COMPANY, a Maryland Corporation	*	
AUGUST W. SCHNEPFE and KATHERINE L. SCHNEPFE, his wife	*	
MICHAEL P. WAGNER and GERALDINE N. WAGNER, his wife, DEFENDANTS	*	NO. 11,317 EQUITY

* * * * *

BILL OF COMPLAINT FOR SALE UNDER MECHANICS LIEN

* * * * *

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Plaintiffs, Edward J. Macon and William A. Macon, trading as Macon Construction Company, by Noah A. Hillman their Solicitor, respectfully show:

1. That they contracted with Michael P. Wagner who was acting for himself and as the agent of his wife, Geraldine N. Wagner and for August W. Schnepfe and Katherine L. Schnepfe, his wife, to furnish all the labor to be used in clearing certain land, hereinafter mentioned, and moving earth for grading, filling and landscaping for the erection of a housing development to be built by the said parties Defendant on the lands hereinafter mentioned.

2. That work was commenced November 30, 1954 and all of the labor of the Plaintiffs was performed within six months of January 21, 1955, the date work ended.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed 12 Apr., 1955.

3. That estimates of the amount of work completed were to be made by the Plaintiffs to be rendered for payment on the first and fifteenth of each month. Despite the fact such estimates were made and presented for payment, no part of the sum due for work completed has been paid.

4. That the Plaintiffs have fulfilled their part of the said agreement and furnished the labor which was used in grading, filling and landscaping the lands herein mentioned.

5. That their claim for labor furnished as aforesaid is overdue, and that the said Michael P. Wagner, although often requested, has failed to pay the same nor have his principals paid.

6. That they duly filed in the Clerk's office of the Circuit Court for Anne Arundel County their claim as a lien against the said buildings, the ground upon which they are erected, and so much other ground immediately adjacent thereto, and likewise belonging to the owner or owners of said buildings, as may be necessary for the ordinary and useful purposes thereof, which claim contains an accurate description of the location of said property, and sets forth the nature and kind of work done by the Plaintiffs in clearing land and moving earth, in grading, filling and landscaping the premises, and the time when the work was completed, to wit, January 21, 1955, and the prices for the same were agreed to be furnished and done, and the amount claimed to be due for said labor; and they file herewith, as part hereof, a duly certified copy of said lien claim, whereby it appears that there is due to the Plaintiffs the sum of $ 5,306.32.

7. That the lands involved in this proceeding, and interests, are as follows:

(a) Lot " A " as shown on a Plat recorded among the Land Records of Anne Arundel County in Liber JHH No. 871 at folio 247, which by Lease dated October 31, 1954 and recorded in Liber JHH No. 900, folio 485, was conveyed by

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

the Defendants August W. Schnepfe and Katherine L. Schnepfe, his wife to the Defendants Michael P. Wagner and Geraldine N. Wagner, his wife. A dwelling has been built on the lot, which is 0.89 acre in area.

(b) Lot # B " as shown on the Plat aforesaid, which by Lease dated October 31, 1954, recorded in Liber JHH No. 900, folio 488, was conveyed by the aforementioned Schnepfe and wife to the aforementioned Wagner and wife. A dwelling has been erected on this lot, which is 0.7 acre in area.

(c) Lot " C " as shown on said Plat, which by Lease dated February 2, 1955, recorded in Liber JHH No. 900, folio 528, was conveyed by the said Schnepfe and wife to the said Wagner and wife. A dwelling has been erected on this lot, which is 0.51 acre in area.

(d) Lot " D " as shown on said Plat, which by Lease dated February 2, 1955, recorded in Liber JHH No. 900, folio 522, was conveyed by said Schnepfe and wife to the said Wagner and wife. A dwelling has been erected on this lot, which is 0.35 acre in area.

(e) The land acquired by The Continental Realty Company by Deed dated June 25, 1951 and recorded in Liber JHH No. 629, folio 453, from Anne Colvin, less conveyances of record.

To the end, therefore,

1. That a decree may be passed by this Court for the sale of said property, or so much thereof as may be necessary for the purpose; and that from the proceeds thereof the claim of the Plaintiffs may be paid, with interest.

2. That the Plaintiffs may have such other and further relief as their case may require.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Plaintiffs

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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11/35

LIBER 95 PAGE 373

EDWARD J. MACON and WILLIAM A. MACON, trading as MACON CONSTRUCTION COMPANY, 1834 Reisterstown Road, Pikesville 8, Maryland,	*	IN THE
CLAIMANTS	*	CIRCUIT COURT
VS.	*	
THE CONTINENTAL REALTY COMPANY, a Maryland Corporation, and	*	
AUGUST W. SCHNEPFE and KATHERINE L. SCHNEPFE, his wife, and	*	FOR
MICHAEL P. WAGNER and GERALDINE N. WAGNER, his wife,	*	
OWNERS	*	ANNE ARUNDEL COUNTY
and	*	
AUGUST W. SCHNEPFE and	*	
MICHAEL P. WAGNER, Developers and Contractors,	*	
DEFENDANTS	*	

* * * * *

MECHANICS LIEN

* * * * *

The Plaintiffs, Edward J. Macon and William A. Macon, trading as Macon Construction Company, in the above entitled cause claim the sum of Fifty-three hundred and six dollars and thirty-two cents ($ 5,306.32) with interest thereon from the Defendants, the said The Continental Realty Company, August W. Schnepfe and Katherine L. Schnepfe, his wife, and Michael P. Wagner and Geraldine N. Wagner, his wife, to be due against the buildings hereafter described and against the land adjacent thereto and belonging in the like manner to the owner of such buildings, as may be necessary for the ordinary and useful purpose of said buildings, the whole of which is situate and lying in the Second Election District of Anne Arundel County along the General's Highway and particularly described as follows:

The four lots of ground designated as Lots A, B, C and D on a Plat recorded among the Land Records of Anne Arundel County in Liber JHH No. 871, at folio

"EXHIBIT" Filed 12 apr., 1955.

COPY

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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247; being further described in certain leases from said August W. Schnepfe and wife to Michael P. Wagner and wife, recorded among said Land Records, respectively, in Liber JHH No. 900 at folios 485, 488, 528 and 522; and also all the balance of the land which was acquired by The Continental Realty Company from Anne Colvin by Deed dated June 25, 1951 and recorded in Liber JHH No. 629, folio 453.

Of which said grounds and improvements thereon consisting of four dwellings, The Continental Realty Company, the said August W. Schnepfe and Katherine L. Schnepfe, his wife, and Michael P. Wagner and Geraldine N. Wagner, his wife, were the owners or reputed owners.

The said claim being for labor in clearing land and moving earth in grading, filling and landscaping the premises, furnished by the Claimants, at the request of Michael P. Wagner, on his own behalf and on behalf of the other owners and developers at the time mentioned in the Bill of Particulars hereto annexed and which labor has been furnished within less than six months before the filing of this claim.

That within sixty (60) days of the furnishing of said labor, the Claimants gave notice to the owners or reputed owners of its intention to claim a lien as provided by the provisions of Article 63 of the Annotated Code of Maryland, title " Mechanics Liens ".

Wherefore, the said Macon Construction Company requests the Clerk of the Circuit Court for Anne Arundel County to file and record this claim as a lien as well against the said lots of ground and buildings thereon as against the said The Continental Realty Company, August W. Schnepfe and Katherine L. Schnepfe and Geraldine N. Wagner, his wife, and Michael P. Wagner, his wife, as the owners or reputed owners thereof, agreeably to the provisions of the Annotated Code of Maryland, Article 63, title " Mechanics Liens ".

And, as in duty bound, etc.

s/ Noah A. Hillman
Noah A. Hillman
Annapolis, Maryland

Attorney for Claimants

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

STATE OF MARYLAND, Anne Arundel County, to wit:

I hereby certify, that on this 31st day of March, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared EDWARD J. MACON and WILLIAM A. MACON, who made oath in due form of law that the matters and facts set forth in the foregoing Mechanics Lien claim are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

(Seal)

s/ Naomi K. Cox
Naomi K. Cox Notary Public

STATE OF MARYLAND, Anne Arundel County, Sct:

I hereby certify that the foregoing is a true copy of Mechanics Lien filed in Mechanics Lien Docket J. H. H. Number 11 , Folio 35 , of Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affixed the Seal of the Circuit Court for Anne Arundel County, this 9th day of April, 1955.

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

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 95 PAGE 376

Date Feb 1, 1955.

M Michael P. Wagner

P. O. Box 1462 Annapolis, Md.

MACON CONSTRUCTION COMPANY

Grading - Paving - Bituminous Roads

1834 Reistertown Road Pikesville 8, Md.

Work performed on Forest Hills Estates
up to and including Jan. 31, 1955

Total acres cleared ----------	
11.8 acres at $ 395.00 per acre	$ 4, 661 00
Total yardage of earth moved	
1,898 cu. yds. at .34 per cu. yd.	645 32
Total bal due to date ----------	$ 5, 306 32

Recorded: March 31, 1955 at 11 A.M.

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EDWARD J. MACON and WILLIAM A. MACON Trading as MACON CONSTRUCTION COMPANY Plaintiffs.	*	IN THE
	*	CIRCUIT COURT
	*	OF ANNE ARUNDEL COUNTY
Vs.	*	
	*	
THE CONTINENTAL REALTY COMPANY a Maryland Corporation.	*	
AUGUST W. SCHNEPFE and CATHERINE L. SCHNEPFE, his Wife	*	No. 11317 Equity
	*	
MICAHEAL P. WAGNER and GERALDINE WAGNER , his Wife Defendants.	*	

DEMURRER

TO THE HONORABLE JUDGE OF SAID COURT;

The Defendants August W. Schnepfe, Catherine L. Schnepfe his Wife, and the Continental Realty Company , a Corporation of the City of Baltimore and the State of Maryland, by their Solictor August W. Schnepfe, demurrs to the Bill of Complaint filed against them and each of them, for causes and reasons following;

1 That the Bill of Complaint filed against them and each of them is bad in Substance and Insufficient in Law.

2 That the work mentioned in the Bill of Complaint was finished on January 21st 1955 as set forth in the Bill, of Complaint, and that in this case the Law Requires that the various owners of land be given notice of the intention to file a lien, within sixty days of the final completion of the work.

3 That the notice of the intent to file a lien was addressed August W. Schnepfe, in the form of a letter, it was never served on Catherine L. Schnepfe, and only on August W. Schnepfe as the resident Agent of the Continental Realty Company, which letter is dated on March 28th, 1955, and was received on March 29th, 1955 more then sixty days after the completion of the work, all of

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Filed 13 May, 1955

of which will more fully appear by reference to the said letter which is filed herewith as Defendants Exhibit A and which is prayed to be taken as part hereof.

4 That lots A. B. C & D are owned by August W. Schnepfe and Catherine L. Schnepfe his Wife, who leased the same to Michael P. Wagner and Geraldine Wagner his Wife, for ninety nine years renewable forever for Ground rents of ninety six, ninety, and eighty four and eighty four dollars a Year, reference to which leases are set forth in the Bill of Complaint, each of the lots are set forth in the leases by Metes and Bounds, which leases were recorded among the Land Records of Anne Arundel County prior to the Commencement of any Buil ing operations and therefore only the leaseholds are subject to Mechanics Liens if any.

5 That the other tract mentioned in the Lien and the Bill of Complaint is owned by the Continental Realty Company, a Corporation of the City of Baltimore and The State of Maryland, and consists of one hundred and forty acres of land more or less, that the Plaintiff knew that there were five parcels of Ground four of those fully defined in the Leases, and that the Fee was owned by three people, nevertheless the Plaintiff gave notice of their intent to file a lien and did file a lien for one Blanket Sum of $5306.32 which covers all the properties, when they should have filed notice and set forth in the Lien each property showing the work done on each and the amount due on each piece of property and not on the whole.

6 And for other causes to be shown at the hearing.

For the forgoing reason the Bill Should be Dismissed

August W. Schnepfe
August W. Schnepfe
Sol for Plaintiff
10 E. Lexington St , B
Baltimore

William W. [illegible]

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I HEREBY CERTIFY, that I mailed a Copy of this Demurrer to Noah Hillman , Attorney for the Plaintiff, addressed to his Office Maryland Hotel Bldg, Annapolis , Md, on May 13th, 1955.

August W. Schnepfe
solicitor for Defendant

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NOAH A. HILLMAN
ATTORNEY AT LAW
MARYLAND HOTEL BLDG.
ANNAPOLIS, MARYLAND
TELEPHONE 3131

March 28, 1955

Mr. August W. Schnepfe,
Resident Agent or President,
The Continental Realty Company
3422 Frederick Ave., Baltimore, Md.

Mr. & Mrs. August W. Schnepfe,
3422 Frederick Ave., Baltimore, Md.

Mr. & Mrs. Michael P. Wagner,
Rolling Knolls, Annapolis R.F.D., Md.

This is to advise you that I intend to file a mechanic's lien with the Clerk of the Circuit Court for Anne Arundel County on behalf of Macon Construction Company, Pikesville, Maryland, for work done in clearing land for construction of certain dwelling houses built or now under construction. This work consists of clearing approximately 11.8 acres of land and moving earth at " Forest Hills Estate " , all totaling $ 5,306.32.

The lien will be filed against the four lots known as A, B, C and D on the East side of General's Highway in Anne Arundel County, the lots being the same that are mentioned in certain leases recorded February 3, 1955 in Liber J.H.H. 900, folios 485, 488, 522 and 528 of the land records of said County; and also against the balance of the property which was acquired by The Continental Realty Company from Anne Colvin by deed dated June 25, 1951, recorded in Liber J. H. H. No. 629, folio 453.

This work wasperformed over a period of time ending on January 31, 1955.

Very truly yours,

NAH:nkc

Noah A. Hillman

Defendants' Exhibit A.

Filed 13 May, 1955.

LIBER 95 PAGE 381

Edward J. Macon, et al,
Plaintiffs

vs.

The Continental Realty Company, et al,
Defendants

No. 11,317 EQUITY

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendants, Michael P. Wagner and Geraldine N. Wagner, his wife after ~~Order of Publication duly published and filed~~ (having been duly summoned) having failed to appear to the Bill of Complaint and answer same. according to the command of the said ~~Order~~ Writ of Summons.)

It is thereupon this 27th 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 27 June, 1955.

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LIBER 95 PAGE 382

Edward J. Macon, et al	*	
Plaintiffs	*	IN THE
vs	*	CIRCUIT COURT
The Continental Realty Company et al	*	FOR
Defendants	*	ANNE ARUNDEL COUNTY
	*	No. 11,317 Equity
	*	

MOTION TO STRIKE FROM FILE

To the Honorable, the Judges of said Court:

The Plaintiffs, by their Solicitor, respectfully move the Court to strike from the file, the paper filed herein by the Defendants August W. Schnepfe, Catherine L. Schnepfe, his wife and The Continental Realty Company, which they call " Demurrer " , and for reasons therefor show:

1. That if said paper writing is to be considered a Demurrer under prevailing Maryland Chancery practice, the same must be sworn to and in the manner provided by the General Equity Rules.

2. That the paper writing filed by said Defendants is not in the form provided by the General Equity Rules.

3. That the paper writing cannot be considered a combined Demurrer and Answer, for the reason that the Defendants are required by said Rules to set out their defense to each claim asserted by admitting, denying or explaining the facts upon which the Plaintiffs rely, and this the Defendants have not done.

And, as in duty bound, etc.

Noah A. Hillman
Solicitor for Plaintiffs

Filed 31 May, 1955.

ORDER OF COURT

The foregoing Motion and other proceedings in this case having been read, it is thereupon this 31st day of May, 1955, by the Circuit Court for Anne Arundel County, in Equity,

ORDERED, that the paper writing titled " Demurrer " be stricken from the file, unless cause to the contrary be shown within 20 days after service of copy of the Motion and this Order on the Solicitor for the Defendants, August W. Schnepfe, Catherine L. Schnepfe and The Continental Realty Company, within 15 days from the date of this order.

Benjamin Michael
Judge

Filed 31 May, 1955.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

EDWARD J. MACON and WILLIAM A MACON T/a MACON CONSTRUCTION CO.	*	IN THE
VS.	*	CIRCUIT COURT
THE CONTINENTAL REALTY COMPANY A MARYLAND CORPORATION	*	OF
AUGUST W. SCHNEPFE and KATHERINE L. SCHNEPFE , his wife	*	ANNE ARUNDEL COUNTY
MICHAEL P. WAGNER and GERALDINE N. WAGNER , his Wife	*	EQUITY NO. 11317

TO THE HONORABLE JUDGE OF SAID COURT;

And Now Comes August W. Schnepfe and Katherine L Schnepfe his Wife and the Continental Realty Company and respectfully represents unto your Honor;

-1-

That the Plaintiffs filed a bill in the above Entitled case to sell certain property belonging to them to satisfy a Mechanics Lien.

-2-

That your Petitioners filed a Demurrer in the case but omitted to file it under oath as required by the rules of Court,

-3-

That the Plaintiffs filed a Petition to show cause why the Demurrer should not be stricken out.

-4-

Your Petitioner pray the Court to file an Amended Demurrer in the Case.

August W. Schnepfe
Sol for Petitioners.

17

Filed 16 June, 1955.

LIBER 95 PAGE 384

EDWARD J. MACON, ET AL,	*	IN THE CIRCUIT COURT
PLAINTIFFS	*	
vs.	*	FOR
THE CONTINENTAL REALTY CO., ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,317 EQUITY

PETITION FOR HEARING

To the Honorable, the Judges of said Court:

The Petition of Edward J. Macon and William A. Macon, Plaintiffs herein, by Noah A. Hillman, their Solicitor, respectfully shows:

(1) That the Defendants August W. Schnepfe, Catherine L. Schnepfe, his wife and the Continental Realty Company heretofore filed a pleading termed a "Demurrer". Your Petitioners thereafter filed a motion to strike said paper from the file.

(2) That your Petitioners desire said law motion to be heard at a date convenient to the Court.

Wherefore, your Petitioners pray the Court to set a date and time for hearing of the law motion.

And as in duty bound, etc.

Noah A. Hillman
Solicitor for Plaintiffs

Filed 14 July, 1955.

ORDER OF COURT

The foregoing Petition having been by the Court read and considered, it is thereupon this 14th day of July, 1955 ORDERED that a hearing be held on the Motion to Strike and the Demurrer on the 5th day of August, 1955, at 10 o'clock A.M; provided a copy of the Petition and this Order be served on the Solicitor for the Defendants within 15 days from date hereof.

Benjamin Michaelson, Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 15 July, 1955.

EDWARD J. MACON and WILLIAM A. MACON, T/A MACON CONSTRUCTION COMPANY	*	IN THE
VS.	*	CIRCUIT COURT
THE CONTINENTAL REALTY COMPANY a Corporation of the City of Baltimore and State Of Maryland	*	OF
AUGUST W. SCHNEPFE and KATHERINE L. SCHNEPFE, his wife	*	ANNE ARUNDEL COUNTY
MICHAEL P. WAGNER and GERALDINE N. WAGNER, his Wife Defendants	*	Equity No. 11317

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

PETITION

TO THE HONORABLE JUDGE OF SAID COURT;

The Petition of the Continental Realty Company, a Corporation of the City of Baltimore and the State of Maryland and August W. Schnepfe and Katherine L. Schnepfe, his Wife by their solicitor August W. Schnepfe, respectfully represents unto your Honor;

-1-

That heretofore the Plaintiffs filed a bill against your petitioners, to enforce a Mechanics lien for work done for Michael P. Wagner a Builder, against the land of the Continental Realty Company consisting of one hundred and forty acres, more or less, and lots A, B. C. And D the Ground rents are held by August W. Schnepfe and Katherine L. Schnepfe his wife, who leased the Land to Michael P. Wagner and Geraldine Wagner, his Wife.

-2-

That the said Continental Realty Company and August W. Schnepfe and Katherine L Schnepfe his Wife, filed a Demurrer to the said Bill, on account it appears by the bill filed, that the work was completed on January 21st, 1955, and that the notice

Filed 18 July, 1955.

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of the intent to Claim a Mechanics Lien, was not given to the owners of the Land until March 29th, 1955 or sixty eight days thereafter, instead of sixty days as required by law, the notice is filed with the Demurrer in this Case, and that the Plaintiff by their Account filed with the bill attempts to recover a lump sum for all the work, instead apportioning the amount done on each tract and for each owner thereof.

-3-

That due to an oversight the Defendants failed to make oath to the demurrer as required by the Rules of Court, and failed to annex an Affidavit to the Demurrer.

-4-

That Michael P. Wagner and the Macon Construction Company have a Tenative agreement of Settlement, by which it was agreed that no advantage would be taken for failure to file any paper in a given time.

-5-

Your Petitioner Contend that it appears by the Bill and account filed therewith, and the date of the Notice, that the Plaintiffs do not have a Lien against the property of your petitioners, and that it is vital and necessary that they be given an Opportunity to raise this Issue.

-6-

Your Petitioners therefore pray the Court that they may be permitted to withdraw the Demurrer filed in the above entitled case and that they be allowed in fifteen days to file an Answer or Demurrer or Combination Answer and Demurrer to the Bill of Complaint under Oath.

August W. Schnepfe

William W. Tomlinson

Sol for Petitioners

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STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT;

I HEREBY CERTIFY , that on this 11th day of July, 1955 before me the Subscriber , a Notary Public of the State of Maryland in and for the City of Baltimore, personnally appeared August W. Schnepfe one of the Petitioners named in the foregoing petition and he made oath in due form of law, that the matters and facts stated therein are true to the best of his knowledge and belief, and the Petition is not being filed with intent to delay.

WITNESS my hand and Notarial Seal.

Notary Public

ON THE FOREGOING PETITION and affidavit it is ordered by the Circuit Court of Anne Arundel County , this 19th day Of July , 1955, that they the Petitioners are hereby allowed to withdraw the Demurrer filed in the above entitled case, and to file in 15 days a Demurrer or answer or a Combination of Both as required by the Rules of Court.

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THIS IS TO CERTIFY that I mailed a Copy of this Petition to Noah Hillman, Sol for Plaintiff on July 15th, 1955 addressed to his Office at the Maryland Hotel , Annapolis.

August W. Schnepfe
10 E. Lexington St
Baltimore

15

Filed 19 July, 1955.

EDWARD J. MACON and
WILLIAM A. MACON T/A
MACON CONSTRUCTION COMPANY

Vs.

THE CONTINENTAL REALTY COMPANY
A Maryland Corporation

AUGUST W. SCHNEPFE and
KATHERINE L. SCHNEPFE
His Wife

MICHAEL P. WAGNER and
GERALDINE N. WAGNER
his Wife
Defendants

* * * * * * * *

THE CONTINENTAL REALTY COMPANY
a Maryland Corporation

AUGUST W. SCHNEPFE and
KATHERINE L. SCHNEPFE
his wife

Vs.

EDWARD J MACON and
WILLIAM A. MACON T/A
MACON CONSTRUCTION COMPANY

IN THE

CIRCUIT COURT

OF

ANNE ARUNDEL COUNTY

No. 11317 Equity

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

CROSS BILL

TO THE HONORABLE JUDGE OF SAID COURT;

The Plaintiffs in the Cross bill, the Continental Realty Company, August W. Schnepfe and Katherine L. Schnepfe, his wife by their Attorney August W. Schnepfe, respectfully represents unto your Honor.

-1-

That the Plaintiff the Continental Realty Company is a Corporation of the City of Baltimore and the State of Maryland and as such is the owner of a Tract of land containing one hundred and forty acres more or less, which is situated and being in Anne Arundel County in the State of Maryland.

-2-

That the Continental Realty Company agreed to sell

Filed 18 July, 1955

the land as required to August W. Schnepfe and Katherine L Schnepfe, his wife, and they agreed to lease the land for building purposes to Michael P. Wagner and Geraldine N Wagner his wife, and they did lease to the said Michael P. Wagner and Geraldine Wagner his wife, lots A. B. C. D. which leases were dated and recorded among the land records of Anne Arundel County prior to the starting of any work on Grading or the houses.

-3-

That as part of the said Agreement the said Michael P. wagner and Geraldine N. Wagner his Wife was to clear up the land at their own expense, and for that purpose they employed the Macon Construction Company at a price far in excess of what it should have been and could have been done for, that the Macon Construction Company agreed to furnish all labor to be used in clearing the Land, moving dirt for grading , filling and landscaping the property for building purposes.

-4-

That the Macon Construction Company has fa-iled to clear any of the land in accordance with their Contract, and has left on it piles of Stumps , trees and debrees and has failed to complete any grading upon the property and in the rear of lots A, B, C and D has left piles of stumps and left the property in such unsightly condition that it is impossible to sell the houses. erected thereon.

-5-

That notwithstanding the failure of the Macon Construction Company to clear the Land according to their contract they have filed a Lien for the entire amount that might have been due had they completed theirc Work, and to allow a claim for that amount would work a Great hardship on the Plaintiffs in this cross bill and cause them to lose thousand of dollars to complete the work.

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-6-

That the Macon Construction Company although fully aware that the Continental Realty Company owned this land consisting of about one hundred and forty acres more or less, and that lots A. B. C and D were held under leas e from August W. Schnepfe and Katherine L. Schneofe his Wife to Michael P. Wagner and wife, all the work was done and the lien was filed for a lump sum, without indicating how much was due from the various properties as required by law, so that even if the lien was maintained it would be difficult to determine how much would be due from the Continental Realty Company and how much from lots A. B C and D.

-7-

That according to the notice served on August W. Schnepfe of the intent to lay Mechanics lien for $ 5306.32 without in any way apportioning the amount due among the various properties on which the work is alleged to have been performed as required by 1-aw, and that in the event the Continental Realty Company wanted to pay the amount due and release it's land from the Lien it would not know what its property was liable for if any.

-8-

That since the Contract which the Macon Construction Company was made by Michael P. Wagner who had no interest in the land of the Continental Realty Company under the law it was entitled to to notice of the intend to lay a lien within sixty days of the completion of the work which was on January 21st, 1955 but that notice was not given until March 29th 1955 or sixty eight days after completion of the work.

-9-

Your Orators Allege that the Failure of the Macon Construction Company to specify in their notice the amount of work done for the Continental Realty Company and the amount done on each of lots A. B. C and D is a defective notice and does not comply with the Law, and therefore a Lien filed as a result

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is void and of no effect and due to the failure to give notice within sixty days after completion no lien can be laid therefore;

TO THE END THEREFORE

1 That This Court declare the LienFiled void on account the notice of the intent to claim a Lien does not comply with the Law.

2 That this Court declare the Lien null and void on account of the notice to file a Lien was not given within sixty days of the Completion of the Work.

3 That this Court declare the Lien null and Void on account it attempts to recover a Lump sum without indicating how much is due from each of the five properties and the five owners of the property on which the work was done.

4 That in the event the Court holds the lien good it hears Evidence and fixes the amount due and then apportions the amount against each of the Properties . if any.

5 For such other and Further Relief as the Nature of your Orators Case may require.

August W. Schnepfe

Sol for Plaintiffs
in Cross Bill

THIS IS TO CERTIFY that I have mailed a Copy of this Bill To Noah Hillman at his Office in the Maryland Hotel , Annapolis on July 15th, 1955.

August W. Schnepfe
Sol for Plaintiffs
10 E. Lexington Street
Baltimore

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Edward J. Macon and William A. Macon, trading as Macon Construction Company	)(	No. 11,317 Equity
	)(	
	)(	In the Circuit Court
vs.	)(	for
	)(	Anne Arundel County
The Continental Realty Company, a Maryland corporation, et al.	)(	
	)(	

ORDER OF COURT

The motion to strike the demurrer in this cause coming on for a hearing a being submitted, counsel for the parties were heard, and the proceedings considered by the Court.

It appearing to the Court that the demurrer is defective for want of an affidavit, it is hereby ORDERED this fifth day of August, 1955, by the Circuit Court for Anne Arundel County that the motion to strike the demurrer from the record be, and it is hereby, granted.

It further appearing to the Court that the cross-bill of complaint in this cause having been filed prematurely, it is hereby further ORDERED this fifth day of August, 1955, by the Circuit Court for Anne Arundel County that the defendants in these proceedings be, and they are hereby, given leave to file an answer to the original bill of complaint, nunc pro tunc, within fifteen days from the date of this Order, and it is further ORDERED that the original plaintiffs be, and they are hereby, authorized to file such pleadings as they may deem necessary and proper within fifteen days from the date of the filing of the defendants' answer in these proceedings, as hereinbefore set forth.

Benjamin Michaelson
JUDGE

Filed: 5 Aug. 1955

Edward J. Macon and William A. Macon, t/a Macon Construction Company, Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,317 EQUITY
vs.		
The Continental Realty Company, a Maryland corporation	*	
August W. Schnepfe and Katherine L. Schnepfe, his wife	*	
Michael P. Wagner and Geraldine N. Wagner, his wife, Defendants	*	

* * * * *

STIPULATION AND CONSENT TO DECREE

* * * * *

The Plaintiffs and the Defendants in the above titled cause do hereby stipulate and agree that, subject to the approval of this Court, a decree be passed herein in form following, that is to say:

Edward J. Macon and William A. Macon, t/a Macon Construction Company, Plaintiffs	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY NO. 11,317 EQUITY
vs.		
The Continental Realty Company, a Maryland corporation	*	
August W. Schnepfe and Katherine L. Schnepfe, his wife	*	
Michael P. Wagner and Geraldine N. Wagner, his wife, Defendants	*	

* * * *

D E C R E E

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 2 Dec., 1955.

The Bill of Complaint and other proceedings in this cause including the Stipulation and Consent to Decree, having been by the Court read and considered, it is thereupon this day of , 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That the Mechanics Lien filed by Plaintiffs in this proceeding and recorded among the Mechanics Lien Records of Anne Arundel County in Liber J.H.H. No. 11, folio 35 is valid and of binding force and effect as a lien against the lands therein described.

2. That the amount due to Plaintiffs from the Defendants is five thousand three hundred six dollars and thirty-two cents ($ 5,306.32) and the apportionment against each of the properties shall be as follows:

(a) The sum of three hundred ($ 300.00) dollars against the Lot described as " A " on the Plat referred to in the Mechanics Lien filed in this cause.

(b) The sum of three hundred ($ 300.00) dollars against the Lot described as " B " on said Plat.

(c) The sum of seven hundred ($ 700.00) dollars against the Lot described as " C " on said Plat.

(d) The sum of seven hundred ($ 700.00) dollars against the Lot described as " D " on said Plat.

(e) The sum of three thousand three hundred six dollars and thirty-two cents ($ 3,306.32) against the remaining land acquired by The Continental Realty Company from Anne Colvin by Deed dated June 25, 1951, recorded among the Land Records of Anne Arundel County in Liber JHH No. 629, folio 453.

3. That the total sum owing by Defendants to Plaintiffs, five thous-

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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and three hundred six dollars and thirty-two cents ($ 5,306.32), shall be paid not later than ninety (90) days from date of this Decree, with interest thereon at six per cent per annum from date of the Decree.

4. That during said 90 day period the Defendants shall have the right to pay the Plaintiffs the several sums apportioned against each property, individually, whereupon the Plaintiffs shall release the same from the Mechanics Lien aforesaid. Interest shall be adjusted on balances owing.

5. That the Defendant, The Continental Realty Company, having platted its land into building lots, shall have the option during said 90 day period of having each lot released upon payment to Plaintiffs of the sum of five hundred ($ 500.00) dollars for each lot, interest adjusted.

6. That the Liens hereunder shall be junior to the mortgages held by United Federal Savings and Loan Association of Glen Burnie on said lots A, B, C and D.

7. That the costs of this proceeding shall be paid: - one-third by Plaintiffs, one-third by The Continental Realty Company and August W. Schnepfe and Katherine L. Schnepfe, his wife, and one-third by Michael P. Wagner and Geralding N. Wagner, his wife. "

Edward J. Macon
Edward J. Macon

William A. Macon
William A. Macon

t/a MACON CONSTRUCTION COMPANY

THE CONTINENTAL REALTY COMPANY

By August W. Schnepfe
Pres.

August W. Schnepfe
August W. Schnepfe

Katherine L. Schnepfe
Katherine L. Schnepfe

Michael P. Wagner
Michael P. Wagner

Geraldine N. Wagner
Geraldine N. Wagner

Attest:

Solicitor for Plaintiffs

Solicitor for The Continental Realty Company, August W. Schnepfe and Katherine L. Schnepfe, his wife, Defendants

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Edward J. Macon and William A. Macon, t/a Macon Construction Company, Plaintiffs	*	IN THE CIRCUIT COURT
vs.	*	
The Continental Realty Company, a Maryland corporation	*	FOR
August W. Schnepfe and Katherine L. Schnepfe, his wife	*	ANNE ARUNDEL COUNTY
Michael P. Wagner and Geralding N. Wagner, his wife, Defendants	*	NO. 11,317 EQUITY

* * * * *

D E C R E E

* * * * *

The Bill of Complaint and other proceedings in this cause including the Stipulation and Consent to Decree, having been by the Court read and considered, it is thereupon this 2d day of December, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED:

1. That the Mechanics Lien filed by Plaintiffs in this proceeding and recorded among the Mechanics Lien Records of Anne Arundel County in Liber JHH No. 11, folio 35 is valid and of binding force and effect as a lien against the lands therein described.

2. That the amount due to Plaintiffs from the Defendants is five thousand three hundred six dollars and thirty-two cents ($ 5,306.32) and the apportionment against each of the properties shall be as follows:

(a) The sum of three hundred ($ 300.00) dollars against the Lot described as " A " on the Plat referred to in the Mechanics Lien filed in this cause.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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Filed 2 Dec., 1955

(b) The sum of three hundred ($ 300.00) dollars against the Lot described as " B " on said Plat.

(c) The sum of seven hundred ($ 700.00) dollars against the Lot described as " C " on said Plat.

(d) The sum of seven hundred ($ 700.00) dollars against the Lot described as " D " on said Plat.

(e) The sum of three thousand three hundred six dollars and thirty-two cents ($ 3,306.32) against the remaining land acquired by The Continental Realty Company from Anne Colvin by Deed dated June 25, 1951, recorded among the Land Records of Anne Arundel County in Liber JHH No. 629, folio 453.

3. That the total sum owing by Defendants to Plaintiffs, five thousand three hundred six dollars and thirty-two cents ($ 5,306.32), shall be paid not later than ninety (90) days from date of this Decree, with interest thereon at six per cent per annum from date of the Decree.

4. That during said 90 day period the Defendants shall have the right to pay the Plaintiffs the several sums apportioned against each property, individually, whereupon the Plaintiffs shall release the same from the Mechanics Lien aforesaid. Interest shall be adjusted on balances owing.

5. That the Defendant, The Continental Realty Company, having platted its land into building lots, shall have the option during said 90 day period of having each lot released upon payment to Plaintiffs of the sum of five hundred ($ 500.00) dollars for each lot, interest adjusted.

6. That the Liens hereunder shall be junior to the mortgages held by United Federal Savings and Loan Association of Glen Burnie on said Lots A, B, C and D.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

2 E

7. That the costs of this proceeding shall be paid: - one-third by Plaintiffs, one-third by The Continental Realty Company and August W. Schnepfe and Katherine L. Schnepfe, his wife, and one-third by Michael P. Wagner and Geraldine N. Wagner, his wife.

Benjamin H. Richardson
Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

4 69

EDWARD J. MACON and WILLIAM A. MACON, trading as MACON CONSTRUCTION COMPANY Claimants	:	No. 11,317 Equity
	:	IN THE
	:	CIRCUIT COURT
vs	:	FOR
THE CONTINENTAL REALTY COMPANY, a Maryland Corporation, et al	:	ANNE ARUNDEL COUNTY

WAIVER OF DECREE AS TO LOTS A, B, C AND D

Mr. Clerk:

Please enter Lots A, B, C and D, as described in the Bill of Complaint to this cause, waived from the legal operation and effect of the decree in these proceedings signed by the Circuit Court for Anne Arundel County on the 2nd day of December, 1955.

Noah A. Hillman
Noah A. Hillman
Attorney for Claimants

Filed FEB 9 1956

30.

LIBER 95 PAGE 400

EDWARD J. MACON, ETC.,	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS.	*	FOR
THE CONTINENTAL REALTY CO., ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,317 EQUITY

* * * * *

PETITION FOR SALE OF REAL ESTATE

* * * * *

The Petition of Edward J. Macon and William A. Macon, trading as Macon Construction Company, by Noah A. Hillman their Solicitor, respectfully represents:

1. That on December 2, 1955 this Court entered a final Decree, by consent, in which it was adjudged that the mechanics lien filed by your Petitioners is of valid and binding force and effect as a lien against the lands described in the mechanics lien record.

2. That the Decree further entered a final judgment in the sum of $ 5,306.32 against all of the Defendants in favor of your Petitioners; the same to be paid not later than ninety days from date of the Decree, with interest.

3. That part of the lands against which it was decreed there is a mechanics lien are the lots described in this proceeding as Lots " A," " B ", " C " and " D " and the balance of the land is a tract of unimproved acreage, owned by The Continental Realty Company. During the ninety day period, mentioned in the Decree, being importuned by August W. Schnepfe on his own behalf and on behalf of his wife and as President of The Continental Realty Company, your Petitioners consented to and did waive the judgment and mechanics lien against the aforesaid Lots A, B, C and D. No payment was made or other consideration received for this waiver. Your Petitioners file herewith the written request for the aforesaid Waiver and pray that the same may be taken as a part hereof.

Filed MAR 6 1956

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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4. That your petitioners are entitled, as a matter of right, to have a Decree passed for the sale of the lands belonging to The Continental Realty Company to satisfy both the mechanics lien as apportioned against said property as well as the amount above that sum to fully pay the judgment in this case.

5. That the Bill of Complaint filed by the J. F. Johnson Lumber Company in No. 11,401 Equity, in this Court, in which it was prayed that a Decree be passed for the sale of lands in the lien claimed by said Plaintiff, was against the lots designated as Lots A, B, C and D and therefor that suit has no application to the acreage mentioned above and owned by The Continental Realty Company.

WHEREFORE, your Petitioners pray the Court to adjudge and decree a sale of the aforesaid lands belonging to The Continental Realty Company.

AND, as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioners

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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MULBERRY 5-9852

LIBER 95 PAGE 402

RESIDENCE: GILMOR 5-8745

AUGUST W. SCHNEPFE
ATTORNEY AT LAW
10 E. LEXINGTON STREET - ROOM 207
BALTIMORE 2, MD.

Baltimore, January 31st, 1956

Mr Noah Hillman
Maryland Hotel
Annapolis
Md.

Dear Sir,

On behalf of my Wife Catherine L. Schnepfe and myself and as President of the Continental realty Company and Owner of all the Capital Stock of the Company you are hereby Authorized to release lots A, B , C and D of the Schnepfe property fronting on the Generals Highway from the Mechanic Liens of Macon Construction Company, without any payment on account thereof

Yours Respectfully
August W Schnepfe
Individually and as President
of the Continental Realty Company

Copy to
Townshend and
Wagner

EXHIBIT Filed MAR 6 1956

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LIBER 95 PAGE 403

EDWARD J. MACON, ETC.,	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
VS.	*	FOR
THE CONTINENTAL REALTY CO., ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,317 EQUITY

* * * * *

D E C R E E

* * * * *

The Petition for Sale of Real Estate and other proceedings in this cause having been by the Court read and considered, it is thereupon this 6th day of March, 1956, by the Circuit Court for Anne Arundel County, in Equity,

ADJUDGED, ORDERED and DECREED that the real estate described in this cause as acquired by The Continental Realty Company from Anne Colvin, excepting such as may have been conveyed, by deed dated June 25, 1951, recorded among the Land Records of Anne Arundel County in Liber JHH No. 629, folio 453 be sold and that Noah A. Hillman be and he is hereby appointed Trustee to make such sale and that the course and manner of his proceedings be as follows:

1. He shall first file with the Clerk of this Court a bond to the State of Maryland, executed by himself with a surety or sureties to be approved by the Clerk of this Court, in the penalty of ten thousand ($ 10,000.00) dollars, conditioned for the faithful performance of the trust reposed in him by this Decree, or which may be reposed in him by any future Order or Decree in the premises.

2. He shall then proceed to make the said sale, having first given at least three weeks previous notice by publication in some newspaper published in Anne Arundel County and such other notice that he may think proper, of the time, place, manner and terms of sale.

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed MAR 6 1956

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3. That the terms of sale shall be as follows:

(a) A deposit of one thousand ($ 1,000.00) dollars shall be paid by the purchaser at the time of sale.

(b) Balance of the purchase price to be paid in cash on final ratification of the sale by this Court, or all cash at the option of the purchaser.

(c) Deferred payment to bear interest at six per cent (6%) from the day of sale.

(d) Taxes and other public charges to be adjusted to the date of sale.

4. And as soon as may be convenient after such sale, the Trustee shall return to this Court a full and particular account of the same, with an affidavit of the truth thereof and of the fairness of such sale annexed. Upon ratification of such sale by this Court, and on the payment of the whole purchase money (and not before) the said Trustee, by good and sufficient deed to be executed and acknowledged agreeably to law, shall convey to the purchaser of said property to him 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.

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

Benjamin Michaelson
Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

LIBER 95 PAGE 405

EDWARD J. MACON, ETC.,	*	IN THE
PLAINTIFFS	*	CIRCUIT COURT
Vs.	*	FOR
THE CONTINENTAL REALTY COMPANY, ET AL,	*	ANNE ARUNDEL COUNTY
DEFENDANTS	*	NO. 11,317 EQUITY

* * * * *

PETITION TO DISMISS CASE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Edward J. Macon and William A. Macon, trading as Macon Construction Company, the Plaintiffs in this cause, by Noah A. Hillman their Solicitor, respectfully represents:

1. That on December 2, 1955 this Court entered a final decree, by consent, in which among other matters contained therein, a final judgment in the sum of $ 5,306.32 was entered against all of the Defendants in favor of your petitioners.

2. That the judgment not being paid in accordance with the terms of the decree your petitioners obtained a decree for the sale of the real estate which decree of this Court is dated the 6th day of March, 1956 and by said decree your petitioners' Solicitor was appointed Trustee.

3. That the judgment, interest and two-thirds of the Court costs have been paid by August W. Schnepfe and Katherine L. Schnepfe, his wife, who desire that the same be entered to their use.

WHEREFORE, your petitioners pray

(a) That the decree of the sale of the real estate in this case be annulled.

(b) That the judgment be entered to the use of August W. Schnepfe and Katherine L. Schnepfe, his wife.

Filed MAR 16 1956

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

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AND, as in duty bound, etc.

Noah A. Hillman
Solicitor for Petitioners

ORDER OF COURT

The foregoing Petition and other proceedings having been by the Court read and considered, it is thereupon this 16th day of March, 1956, by the Circuit Court for Anne Arundel County, in Equity, ORDERED:

1. That the decree for the sale of the real estate mentioned in this case be, and the same is hereby ~~annulled~~ ratified.

2. That the judgment in this case be entered by the Clerk of this Court to the use of August W. Schnepfe and Katherine L. Schnepfe, his wife.

3. That all outstanding costs be paid.

Benjamin Michaelson
Judge

NOAH A. HILLMAN
ATTORNEY AT LAW
ANNAPOLIS, MARYLAND

Filed MAR 16 1956

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JAMES W. ROUSE & COMPANY, INCORPORATED :
A body corporate
14 West Saratoga Street :
Baltimore 1, Maryland,
:
Plaintiff, :
:
vs. :
:
JOHN GILBERT THOMPSON and
COLLEEN D. THOMPSON, his wife, :
837 Jeffrey Street
Baltimore 25, Maryland, :
:
Defendants. :

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,413 Equity

PETITION

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of the Plaintiff respectfully represents:

1. That on the 14th day of July, 1954, the Defendants executed and delivered to James W. Rouse and Company, Incorporated a mortgage upon certain leasehold property in Anne Arundel County, therein described, to secure the payment of the mortgage debt of $9,300.00 and interest as therein mentioned, wherein said mortgagors assented to the passage of a decree for the sale of said mortgaged property, to take place at any time after any default in any covenant or condition of said mortgage; all of which will appear from said mortgage which is recorded among the Land Records of Anne Arundel County in Liber J.H.H. 849, folio 17, which said mortgage is filed herewith as a part of this Petition marked "Petitioner's Exhibit No. 1".

2. That default has occurred under the covenants and conditions of said mortgage.

And your Petitioner prays that a decree may be passed for the sale of said property in accordance with the terms of said mortgage.

AND, AS IN DUTY BOUND, ETC.

Rouse & Morton

Rouse and Morton
18 West Street
Annapolis, Maryland

Attorneys for Plaintiff

Filed 7 July, 1955.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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

LIBER 849 PAGE 17

MARYLAND

No. 11,419 Equity

LIBER 95 PAGE 408

MORTGAGE

PURCHASE MONEY

THIS MORTGAGE, made this 14th day of July, A. D. 19 54, by and between JOHN GILBERT THOMPSON and COLLEEN D. THOMPSON, his wife

of Anne Arundel County, in the State of Maryland, hereinafter called the Mortgagor, and JAMES W. ROUSE & COMPANY, INCORPORATED,

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

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee,~~* is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Nine Thousand Three Hundred and 00/100---------- Dollars ($ 9,300.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4½ %) per annum until paid, principal and interest being payable at the office of James W. Rouse & Company, Incorporated, in Baltimore, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-One and 71/100---------- Dollars ($ 51.71), commencing on the first day of August, 19 54, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 19 79. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars ($100), whichever is less.

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

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

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

Being known and designated as Lot No. 701 as shown on Amended Plat of Munroe Gardens, Section No. 1, which said plat is duly recorded among the Land Records of Anne Arundel County in Plat cabinet 4, Rod G-6, Plat 2, Being known as No. 701 Wimmer Road.

BEING the same lot of ground which by Deed of even date herewith recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed by The Monumental Homes Corporation unto the Mortgagors herein.

FOR VALUE RECEIVED, JAMES W. ROUSE & COMPANY, INCORPORATED hereby assigns the within and aforegoing mortgage to Baltimore Federal Savings and Loan Association.

(3)

AS WITNESS the hand of its Vice-President of JAMES W. ROUSE & COMPANY, INCORPORATED together with its corporate seal hereto affixed, this 1st day of April, 1955.

WITNESS

Richard L. Cover

JAMES W. ROUSE & COMPANY, INCORPORATED

L. P. Naylor III Vice-President

Recorded

Received for Record 19 Day of July 1954 at 10:30 A.M. and the same day recorded in Liber J. H. H., No. 849 Fol. 21, Land Records of Anne Arundel County.

Pd. 75¢ Clerk

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

16—40890-6

Filed 7 July 1954

PETITIONER'S EXHIBIT NO. 1

LIBER 95 PAGE 409

FOR VALUE RECEIVED, Baltimore Federal Savings and Loan Association hereby assigns the within and aforegoing Mortgage to James W. Rouse & Company, Incorporated.

WITNESS the hand and seal of the Vice President of Baltimore Federal Savings and Loan Association together with its corporate seal hereto affixed, this 17th day of May, 1955.

WITNESS:

Clara M. Link

Clara M. Link

BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION

BY Joseph M. Hisley, Vice President

LIBER 849 PAGE 18

The Mortgagors agree that should the Note and Mortgage not be eligible for guarantee by the Administrator for Veterans' Affairs within 30 days from the date hereof or should any Officer or Authorized Agent of the Said Administrator at any time claim a defense whether in whole or in part against any guarantee previously given, the Mortgagee may, at its option, declare all sums secured hereby immediately due and payable.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

AND WHEREAS, it is mutually understood and agreed by and between the parties hereto that all the buildings, walks, fences, shrubbery, driveways, improvements and fixtures of every kind, including stoves, refrigerators, bathroom fixtures, equipment and accessories, breakfast nook, furniture, ranges, cabinets, shades, venetian blinds, heaters, boilers, radiators, engines, machines, motors, screens, screen doors, blinds, doors, storm windows, storm doors, hardware, wires, switches, electric fixtures, bells, insulations, and all other waters, plumbing, piping, tubing, laundry tubs, washing machines, ventilating and heating equipment, including stokers, oil burners, tanks, air conditioning equipment now upon or which may hereafter be placed upon said property, shall be deemed to be fixtures and part of the realty herein conveyed, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned, and shall be covered by this mortgage;

TO HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, subject to an annual Ground Rent of $108.00 payable on the 14th days of January and July in each and every year.

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

16—49890-8

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

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

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

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

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

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

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

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

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

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at the rate provided for in the principal indebtedness and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

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

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

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

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

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for 60 days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or R. Dorsey Watkins, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

16—49890-6

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of $95.00 Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

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

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

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

Witness:

[signature]
ALMA G. RISING

John Gilbert Thompson [SEAL]
JOHN GILBERT THOMPSON

Colleen D. Thompson [SEAL]
COLLEEN D. THOMPSON

[SEAL]

[SEAL]

STATE OF MARYLAND, CITY OF BALTIMORE to wit:

I HEREBY CERTIFY, That on this 14th day of July, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the Baltimore County personally appeared John Gilbert Thompson and Colleen D. Thompson, his wife the above named Mortgagors, and they acknowledged the foregoing mortgage to be their act.

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

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

ALMA G. RISING NOTARY PUBLIC

[signature] Notary Public.
ALMA G. RISING

Recorded- 23 July, 1954, at 10 A.M.

FOR VALUE RECEIVED, and without recourse, James W. Rouse & Company, Incorporated hereby assigns the within mortgage unto The Mutual Benefit Life Insurance Company, its successors and assigns.

AS WITNESS the signature of James W. Rouse & Company, Incorporated by the hand of its Vice President, together with its corporate seal hereto affixed this 14th day of July, 1954.

WITNESS

[signature]
Sally T. Phelps

JAMES W. ROUSE & COMPANY, INCORPORATED

[signature]
C. G. Carey, Vice President

Recorded- 23 July, 1954, at 10 A.M.

STATE OF MARYLAND

Mortgage

FROM

JOHN GILBERT THOMPSON and COLLEEN D. THOMPSON, his wife

TO

JAMES W. ROUSE & COMPANY, INCORPORATED
SHORT ASSIGNED TO
THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

Received for Record 23 July 1954 at 10 o'clock A.M.
Same day recorded in Liber 9411 No. 849 Folio 17 &c.
one of the Land Records of A.A.Co.

and examined per

JOHN H. HOPKINS, Clerk

Cost of Record, $

Received for Record 23 July 1954 at 10 A.M. and the same day recorded in Liber J. H. H. CHATTEL INDEX No. 21, Land Records of Anne Arundel County.

JOHN H. HOPKINS, Clerk

1197 LIBER 95 PAGE 412

5M—8-20-52.

701 Wilson Ext.

SHORT ASSIGNMENT

OF MORTGAGE

FROM

BALTIMORE FEDERAL SAVINGS AND LOAN

ASSOCIATION

TO

JAMES W. ROUSE & COMPANY, INCORPORATED

Received for Record 24 May 19 58

at 9 o'clock A M. Same day

recorded in Liber L.H.H. No. 849

Folio 21 etc., one of the Land

Records of ~~Baltimore~~ A.A. County, and examined.

Per

JOHN H. HOPKINS, 3rd Clerk

Clerk.

10.75

6

LIBER 95 PAGE 413

NC NSIDERATION ASSIGNMENT

LIBER 918 PAGE 431

No. 11,413 Equity.

WHEREAS, John Gilbert Thompson and Collen D. Thompson executed a certain mortgage to James W. Rouse & Company, Incorporated, a corporation, dated July 14, 1954 19 , recorded in the office of the Clerk of the Court of Anne Arundel County, Maryland, in Book 849 of JHH Page 17 ,

WHEREAS, said mortgage was duly assigned to The Mutual Benefit Life Insurance Company, a corporation, by assignment dated July 14, 1954 , 19 , recorded in the office of the Clerk of the Court of said Anne Arundel County on July 23, 1954 in Book 849 of Anne Arundel County, Page 21 , and

WHEREAS, no consideration for said assignment of mortgage was ever paid to the said James W. Rouse & Company, Incorporated by the said The Mutual Benefit Life Insurance Company, a corporation,

NOW THEREFORE, in consideration of the above premises at the request of said James W. Rouse & Company, Incorporated the said The Mutual Benefit Life Insurance Company, a corporation of the State of New Jersey, does hereby assign, transfer and set over unto the said James W. Rouse & Company, Incorporated , its successors and assigns, the said mortgage above mentioned, together with the note therein described and the money due and to grow due thereon with the interest.

TO HAVE AND TO HOLD the same unto the said James W. Rouse & Company, Incorporated , its successors and assigns forever, subject only to the conditions in said mortgage mentioned.

THIS ASSIGNMENT is made by the said The Mutual Benefit Life Insurance Company, without recourse on it and without impliedly or expressly warranting any of the matters contained in or which went to the making up of said mortgage or the note therein mentioned.

IN WITNESS WHEREOF, the said The Mutual Benefit Life Insurance Company, has caused these presents to be signed by its 2nd Vice President and attested by its Assistant Secretary, and its corporate seal to be hereto affixed in Newark, New Jersey, this 1st day of April , A.D., 19 55 .

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY

By Robert E. Smith
Second Vice President

ROBERT E. SMITH

Attest:

Raymond Davison Ass't. Secretary

RAYMOND DAVISON

Margaret E. Slater
MARGARET E. SLATER

Janice V. Dowdy
JANICE V. DOWDY

THE STATE OF NEW JERSEY)
)
COUNTY OF ESSEX)

Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT E. SMITH , known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said The Mutual Benefit Life Insurance Company a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of April A.D. 1955.

Frederick D. Gebhardt
Notary Public in and for Essex County
New Jersey

Recorded: April 19, 1955 at 10.25 A.M.

FREDERICK D. GEBHARDT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 26, 1959

Legal No. 114 (2-51) 250

Assignment

THE MUTUAL BENEFIT
LIFE INSURANCE CO.

TO

JAMES W. ROUSE & CO.
INCORPORATED

LIBER 95 PAGE 414

Received for Record 19 Day
of Oct 1955, at 10:25 A.M
and the same day recorded in Liber
J. H. H., No. 918 Fol. 431, Land
Records of Anne Arundel County.

JOHN H. HOPKINS, 3rd Clerk

$2.00

JAMES W. ROUSE & COMPANY, INCORPORATED :
A body corporate
14 West Saratoga Street :
Baltimore 1, Maryland, :
: IN THE
Plaintiff, :
: CIRCUIT COURT
vs. :
: FOR
JOHN GILBERT THOMPSON and :
COLLEEN D. THOMPSON, his wife, : ANNE ARUNDEL COUNTY
837 Jeffrey Street :
Baltimore 25, Maryland, : No. 11,413 Equity
:
Defendants. :

- - - - - - - - - - -

DECREE FOR SALE OF MORTGAGED PREMISES

- - - - - - - - - - -

The Petition and Exhibit in the above cause having been submitted, the proceedings therein were by the Court read and considered:

IT IS THEREUPON, this 9th day of July, in the year nineteen hundred and fifty-five, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED and DECREED, that the mortgaged property in the proceedings mentioned be sold, at or after any one of the periods limited in the mortgage filed, for the foreclosure of said mortgage; that John C. Rouse, Jr., be, and he is hereby, appointed Trustee to make said sale, and that the course and manner of his proceedings shall be as follows: he shall first file with the Clerk of this Court, a bond to the State of Maryland, executed by himself, and a corporate surety or sureties to be approved by this Court, or by the Clerk thereof, in the penalty of Nine Thousand Five Hundred Dollars ($9,500.00), conditioned for the faithful performance of the trust reposed in him by this decree, or to be reposed in him by any further Decree or Order in the premises; he shall then proceed to make the said sale, having given at least twenty days' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as he shall think proper, of the time, place, manner and terms of sale, which shall require that the purchaser or purchasers make a cash deposit of $500.00 at the time and place of sale and

Filed 9 July, 1955.

the balance of the purchase price to be paid in cash on final ratification of the sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six per cant (6%) per annum from the day of sale; and as soon as may be convenient after any such sale or sales, the said Trustee shall return to this Court a full and particular account of his proceedings relative to such sale; with an affidavit annexed of the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their personal representatives or assigns, the property and estate to him, her or them sold, free, clear and discharged from all claims of the parties hereto, Petitioner and Mortgagors, and those claiming by, from or under them, or either of them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit, and such commissions to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith he shall appear to have discharged his trust; provided, that before the sale hereinbefore decreed shall be made, a statement of the mortgage claim, duly verified by affidavit, as required by law, be filed in said cause.

Benjamin Michaelson
Judge

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

10

Trustee's Bond

LIBER 95 PAGE 417

No. 11,413 Equity

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, John G. Rouse, Jr., Trustee ..... as principal,

and American Surety Company of New York ..... 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 Nine Thousand Five Hundred ..... 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 27th day of July in the year of our Lord one thousand nine hundred and fifty-five.

WHEREAS, the above bounden John G. Rouse, Jr. for Anne Arundel County by virture of a decree of the Honorable the Judge of the Circuit Court ~~No. 2 of Baltimore City~~, has been appointed trustee to sell mortgaged real estate .....

mentioned in the proceedings in the case of Life Insurance Company of Virginia .....

vs.

John Gilbert Thompson & Colleen Thompson, his wife .....

now pending in said Court:

Now the condition of the above Obligation is such

THAT IF THE ABOVE BOUNDEN John G. Rouse, Jr., Trustee .....
do and shall well and faithfully perform the trust reposed in him by said decree, or that may be reposed in him by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virture in law.

Signed, sealed and delivered in the presence of

Charlotte C. Dudrow

John G. Rouse, Jr., trustee [SEAL.]
John G. Rouse, Jr.

..... [SEAL.]

American Surety Company of New York [SEAL.]

By: Attorney-in-fact [SEAL.]

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 description that are or may be required to be filed in the Circuit Court No. 2 of Baltimore City, State of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney -in-fact shall be as binding on it as if they had been duly executed by its proper officers. This power shall remain in full force and effect until duly revoked and written notice thereof given.

WITNESS the seal of the said .....
duly affixed by its Vice-President and attested by its Assistant Secretary, this .....
Day of ....., 195.....

.....

ATTEST: By: .....
Vice-President

.....
Assistant Secretary

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

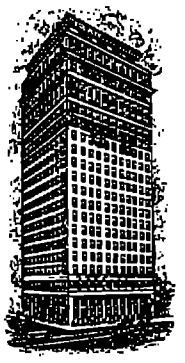
....., 19..... .....

Assistant Secretary

Approved this 28 July, 1955.
George J. Cromwell, Clerk.
Filed 28 July, 1955.

Form C 425 10M 4 53

LIBER 95 PAGE 418



HOME OFFICE BUILDING

American Surety Company

OF NEW YORK

(A STOCK COMPANY)

ORGANIZED 1884

POWER OF ATTORNEY
No. 2 9992
AMERICAN SURETY CO.
OF NEW YORK

Know all Men by these Presents:

That the AMERICAN SURETY COMPANY OF NEW YORK, a corporation of the State of New York, of No. 100 Broadway, in the City of New York, in said State, has made, constituted and appointed, and by these presents does hereby make, constitute and appoint

——— THOMAS G. BASIL of ANNAPOLIS, ANNE ARUNDEL COUNTY, MARYLAND ———

its true, sufficient and lawful attorney, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, bonds, undertakings or obligations, as follows:

——— Any and all bonds and undertakings not exceeding in amount Fifty Thousand Dollars, ($50,000), in any single instance, for or on behalf of this Company, in its business and in accordance with its charter, ———

hereby giving its said attorney full power and authority to do everything whatsoever requisite and necessary to be done for the purpose of making, executing and delivering such obligations as fully as the officers of said AMERICAN SURETY COMPANY OF NEW YORK could do if personally present, and hereby ratifying and confirming all that its said attorney shall lawfully do or cause to be done by virtue hereof, but reserving to itself full power of substitution and revocation.

IN WITNESS WHEREOF, the said AMERICAN SURETY COMPANY OF NEW YORK has caused its corporate seal to be hereunto affixed and these presents to be duly executed by its proper officers at the City of New York, on this 5th day of May, 1953

AMERICAN SURETY COMPANY OF NEW YORK,

By _____
Vice-President.

Attest: _____
Assistant Secretary.

AP-28 Rev.

(OVER)

12.

At a regular meeting of the Executive Committee of the AMERICAN SURETY COMPANY OF NEW YORK, held at the office of the Company at No. 100 Broadway, in the City of New York, on the fourteenth day of June, 1938, the following resolution was adopted:

"*Resolved*, That the President or one of the Vice Presidents, and the Secretary, or one of the Assistant Secretaries, or one of the Attorneys, be and they hereby are authorized and empowered to make, execute and deliver, in behalf of the Company, unto such person or persons as they may from time to time select, its power of attorney constituting and appointing each such person its Attorney in Fact, with full power and authority to make, execute, attach its corporate seal thereto, and deliver, for it, in its name and in its behalf, as surety, such bonds, undertakings or obligations as may be required."

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

I, F. BENNETT, Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, hereby certify that I have compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said Company, and that the same is a correct and true transcript therefrom, and of the whole of said original resolution.

Given under my hand and the seal of the Company at the City of New York, this 5th day of May, 1953

Assistant Secretary.

STATE OF NEW YORK, CITY AND COUNTY OF NEW YORK, ss.:

On this 5th day of May in the year 1953 before me personally came GEO. F. AINSLIE, JR. to me known, who, being by me duly sworn, did depose and say: That he resides in East Orange, New Jersey that he is the Vice-President of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed to said instrument by order of the Board of Trustees of said Corporation; and that he signed his name thereto by like order.

Belle L. Rehberger

BELLE L. REHBERGER
Notary Public, State of New York
Qualified in Kings County
Kings County Clerk's No. 24-3233900
Certificates filed in Kings County Register
New County Clerk - New York County Register
Term Expires March 30, 1955

13

STATEMENT OF MORTGAGE CLAIM LIBER 95 PAGE 420

JAMES W. ROUSE & COMPANY, INC.
a body corporate,
14 West Saratoga Street
Baltimore 1, Maryland
Plaintiff,

vs.

JOHN GILBERT THOMPSON and
COLLEEN D. THOMPSON, his wife
837 Jeffrey Street
Baltimore 25, Maryland
Defendants

DOCKET ..... FOLIO .....
CASE NO. 11,413
FILED .....

IN THE

CIRCUIT COURT

—OF—

ANNE ARUNDEL COUNTY

NO. 11,413 EQUITY

STATEMENT OF MORTGAGE DEBT

as of
August 15, 1955

John Gilbert & Colleen D. THOMPSON
701 Wimmer Road
Glen Burnie, Maryland

Loan # JR VA

Original Principal Amount		$ 9300.00
LESS		
Total Principal Payments	$ 50.69	
Credit in Expense Account	.00	50.69
		9249.31
PLUS		
Unpaid interest @ 4½% on $9249.31 from 10/1/54 thru 8/15/55	364.14	
Late charges for Nov., Dec., Jan., Feb., March, April, May, June, and July	26.64	
Advance for Tax Payment	84.09	
Advance for Ground Rent	54.00	
Advance for Fire Insurance 1/1/55 to 3/1/56	24.66	553.53
TOTAL MORTGAGE DEBT CLAIMED		$ 9802.84

STATE OF MARYLAND, CITY OF BALTIMORE, Sct.

I HEREBY CERTIFY, That on this Twenty-fifth day of July in the year nineteen hundred and fifty-five, before me, a Notary Public of the State of Maryland, in and for said County of Anne Arundel personally appeared Harry H. Batchelor, Vice-President of James W. Rouse & Company, Incorporated

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

V. Kathryn Lekapenian
Notary Public

Filed 4 Aug., 1955.

LIBER 95 PAGE 421

MILITARY AFFIDAVIT UNDER SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENT THERETO OF OCTOBER 6, 1942

JAMES W. ROUSE & COMPANY, INC. a body corporate, 14 West Saratoga Street Baltimore 1, Maryland Plaintiff, vs. JOHN GILBERT THOMPSON and COLLEEN D. THOMPSON, his wife, 837 Jeffrey Street Baltimore 25, Maryland Defendants.	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY IN EQUITY Docket Folio Case No. 11,413 Filed

* * * * * * *

MILITARY AFFIDAVIT

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that, before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Harry H. Batchelor, agent of the Plaintiff, and made oath in due form of law that knows the defendant, Colleen D. Thompson, herein, and that to the best of his information, knowledge and belief

(1) said defendant, Colleen D. Thompson, is not in the military service of the United States,

(2) said defendant, Colleen D. Thompson, is not in the military service of any nation allied with the United States,

(3) said defendant, Colleen D. Thompson, has not been ordered to report for induction under the Selective Training and Service Act of 1940 as amended,

(4) said defendant, Colleen D. Thompson, is not a member of the Enlisted Reserve Corps who has been ordered to report for military service.

Harry H. Batchelor
Affiant

Subscribed and sworn to before me this 19th day of July, 1955.

Vina G. Krieg
Notary Public

Filed 4 Aug., 1955

15

JAMES W. ROUSE & COMPANY, INCORPORATED,
A body corporate
14 West Saratoga Street
Baltimore 1, Maryland

Plaintiff

vs.

JOHN GILBERT THOMPSON and COLLEEN D. THOMPSON, his wife,
837 Jeffrey Street
Baltimore 25, Maryland,

Defendants.

IN THE
CIRCUIT COURT
FOR
ANNE ARUNDEL COUNTY
No. 11,413 Equity

* * * * *

A F F I D A V I T

The undersigned Plaintiff, by Harry H. Batchelor, its Vice-President, states as follows:

1. That he knows the Defendant herein, John Gilbert Thompson, and that to the best of his information, knowledge and belief

1. Said Defendant, John Gilbert Thompson, is in the military service of the United States.

2. That although said Defendant, John Gilbert Thompson, is a member of the armed services of the United States, he is not entitled to the benefits under the Soldiers' and Sailors' Civil Relief Act of 1940 as amended and cites as authority therefor the following provisions of the Act.

50 USCA SECTION 517

> "Nothing contained in this Act . . . shall prevent . . . (b) the repossesssion, retention, foreclosure, sale, forfeiture, or taking possession of property which is security for any obligation or which has been purchased or received under a contract, lease, or bailment, pursuant to a written agreement of the parties thereto . . . or their assignees, executed during or after the period of military service of the person concerned or during the period specified in section 156."

50 USCA SECTION 532

> "1. The provisions of this section shall apply only to obligations secured by mortgage, trust deed, or other security in the nature of

Filed 23 Aug., 1955

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a mortgage upon real or personal property owned by a person in military service at the commencement of the period of the military service and still so owned by him which obligations originated prior to such person's period of military service."

3. The obligation under which this proceeding has been instituted was contracted by Defendant, John Gilbert Thompson, subsequent to his induction into the armed services and said obligation was contracted while he was a member of such armed services.

JAMES W. ROUSE & COMPANY, INCORPORATED

By Harry H. Batchelor

STATE OF MARYLAND, CITY OF BALTIMORE, SS:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public of said State, in and for said City, personally appeared Harry H. Batchelor, Vice-President of James W. Rouse & Company, Incorporated, and made oath in due form of law the above information is true to the best of his information, knowledge and belief.

AS WITNESS my hand and Notarial Seal this 22nd day of August, 1955.

MARY CELESTE BARLOW NOTARY PUBLIC BALTIMORE CITY, MARYLAND

Mary Celeste Barlow
Notary Public

17

GEORGE W. SCIBLE - LIBER 95 PAGE 424 - - - - - - Auctioneer

ROUSE AND MORTON
18 West Street
Annapolis, Maryland

TRUSTEE'S SALE

By virtue of a Decree of the Circuit Court for Anne Arundel County (Equity No. 11,413), the undersigned Trustee will sell at public auction at the Court House door in the City of Annapolis on

MONDAY, AUGUST 22nd, 1955

AT 3:30 O'CLOCK P.M.

the following described parcel of land lying and being in Anne Arundel County, Maryland:

Being known and designated as Lot 701 as shown on Amended Plat of Munroe Gardens, Section No. 1, which said Plat is duly recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Plat No. 2. Being known as No. 701 Wimmer Road.

The property is improved by a dwelling house and is subject to the payment of an annual ground rent of One Hundred Eight Dollars ($108.00).

TERMS OF SALE: A cash deposit of Five Hundred Dollars ($500.00) will be required of the purchaser at the time and place of sale; balance of purchase price to be paid in cash on final ratification of sale by the Circuit Court for Anne Arundel County, and to bear interest at the rate of six percent (6%) per anum from the day of sale. All taxes and public charges to be adjusted to day of sale.

JOHN G. ROUSE, JR., Trustee
18 West Street,
Annapolis, Maryland.

Filed 23 Aug, 1955

18

Equity No 11,413

LIBER 95 PAGE 425

I hereby certify that at a public auction on Monday, August 22, 1955 at 3:30 P.M. at the Court House door in Annapolis, Maryland, I sold to the James W. Rouse & Company, Incorporated, 14 West Saratoga Street, Baltimore, Maryland, for the sum of Nine Thousand Five Hundred Dollars ($9,500.00), that being the highest bid obtainable certain leasehold property more particularly described on the reverse hereof. I further certify that the said sale was fairly made.

Auctioneer

I hereby certify that at a public acution on Monday, August 22, 1955, at 3:30 P.M. at the Court House door in Annapolis, Maryland, I purchased on behalf of the James W. Rouse & Company, Incorporated, 14 West Saratoga Street, Baltimore, Maryland, the property described on the reverse hereof for the sum of Nine Thousand Five Hundred Dollars ($9,500.00).

Agent for Purchaser

19

Filed 23 Aug., 1955.

JAMES W. ROUSE & COMPANY, INCORPORATED A body corporate 14 West Saratoga Street Baltimore 1, Maryland, Plaintiff, vs. JOHN GILBERT THOMPSON and COLLEEN D. THOMPSON, his wife, 837 Jeffrey Street Baltimore 25, Maryland, Defendants.	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY No. 11,413 Equity

- - - - - - - - - - -

REPORT OF SALE

- - - - - - - - - - -

The Report of Sale of John G. Rouse, Jr., Trustee, respectfully represents:

- 1 -

That by virtue of a decree of this Honorable Court dated July 9, 1955 and passed pursuant to the provisions contained in a mortgage from John Gilbert Thompson and Colleen D. Thompson, his wife, to James W. Rouse and Company, Incorporated, dated July 14, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 849, folio 17, default having occurred thereunder, John G. Rouse, Jr., Trustee, after giving bond with approved security, and after giving notice of the time, place, manner and terms of sale by advertisement published for twenty days prior to the sale in the Maryland Gazette, a weekly newspaper published in Anne Arundel County, did pursuant to said notice, attend at the Court House Door in the City of Annapolis on the twenty-second day of August, 1955, at 3:30 P.M., and did then and there proceed to sell the leasehold property mentioned in these proceedings, to wit:

> A certain parcel of land, lying and being in Anne Arundel County, State of Maryland, and
>
> BEING known and designated as Lot 701 as shown on Amended Plat of Munroe Gardens, Section No. 1, which said Plat is duly

Filed 23 Aug., 1955

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

20

recorded among the Land Records of Anne Arundel County in Plat Cabinet 4, Rod G-6, Plat No. 2. Being known as No. 701 Wimmer Road.

- 2 -

That he offered said premises for sale and sold the same to James W. Rouse and Company, Incorporated, at and for the sum of Nine Thousand Five Hundred Dollars ($9,500.00), it being then and there the highest bid for said property.

- 3 -

That the sale of the above described property was fairly made.

AND, AS IN DUTY BOUND, ETC.

John G. Rouse, Jr. Trustee

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 23rd day of August, 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN G. ROUSE, JR., Trustee, who made oath in due form of law that the matters and facts set forth in the foregoing Report of Sale are true to the best of his knowledge, information and belief and that said sale was fairly made.

AS WITNESS my hand and Notarial Seal.

Frances P. McWilliams
Notary Public

FRANCES P. McWILLIAMS NOTARY PUBLIC ANNE ARUNDEL CO., MD.

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

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LIBER 95 PAGE 428

ORDER NISI

James W. Rouse & Company, Incorporated,
A body corporate

versus

John Gilbert Thompson and
Colleen D. Thompson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,413 Equity

Ordered, this 23 day of August, 19 55, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee~~s~~,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26 day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 26 day of September next.

The report states that the amount of sale ~~was~~ was $ 9,500.00.

George T. Cromwell, Clerk.

True Copy,

TEST: Clerk.

Filed 23 Aug, 1955.

(Final Order)

James W. Rouse & Company, Incorporated,
A body corporate

versus

John Gilbert Thompson and
Colleen D. Thompson, his wife

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

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

Benjamin Michaelson
Judge.

Filed: 15 Oct. 1955

22

LIBER 95 PAGE 429 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 12, 1955

We hereby certify, that the annexed

Order Nisi - Sale

Eq. 11,413.

John Gilbert 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 26th day of September, 1955. The first insertion being made the 25th day of August, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed: 15 Oct. 1955

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,413 Equity

JAMES W. ROUSE & COMPANY, INCORPORATED, A body corporate
Vs.
JOHN GILBERT THOMPSON and COLLEEN D. THOMPSON, his wife.

Ordered, this 23rd day of August, 1955, That the sale of the Property in these Proceedings mentioned, made and reported by John G. Rouse, Jr., Trustee, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 26th day of September next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 20th day of September next.

The report states that thee amount of sale was $9,500.00.

GEORGE T. CROMWELL, Clerk.

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

s-15

23

JAMES W. ROUSE & COMPANY, INCORPORATED, a body corporate 14 West Saratoga Street Baltimore 1, Maryland,	:	IN THE
Plaintiff	:	CIRCUIT COURT
vs.	:	FOR
JOHN GILBERT THOMPSON and COLLEEN D. THOMPSON, his wife, 837 Jeffrey Street Baltimore 25, Maryland,	:	ANNE ARUNDEL COUNTY
Defendants.	:	NO. 11,413 EQUITY

: : : : : : : : :

PETITION

The Petition of James W. Rouse & Company, Incorporated, by Rouse and Morton, its attorneys, respectfully represents:

-1-

That the Auditor of this Court has heretofore stated an Account in the above entitled proceeding, which said Account has been filed, but the time for filing exceptions to said Account has not yet expired.

-2-

That certain information has just been made available to your Petitioner which will decrease the deficiency to which your Petitioner is entitled and accordingly this information should be turned over to the Auditor of this Court so that an Amended Account can be filed.

WHEREFORE, your Petitioner prays leave of this Court to withdraw the Auditor's Account heretofore filed as aforesaid so that an Amended and correct Account can be stated.

AND AS IN DUTY BOUND, ETC.

Rouse & Morton

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

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

24

Filed 6 Dec, 1955

STATE OF MARYLAND,

COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY that on this 29th day of November, 1955, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John G. Rouse, Jr., Attorney for the Petitioner, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

Louise N. Bassford

Louise N. Bassford, Notary Public

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

25

JAMES W. ROUSE & COMPANY, INCORPORATED, a body corporate 14 West Saratoga Street Baltimore 1, Maryland	:	IN THE
Plaintiff,	:	CIRCUIT COURT
vs.	:	FOR
JOHN GILBERT THOMPSON and COLLEEN D. THOMPSON, his wife, 837 Jeffrey Street Baltimore 25, Maryland	:	ANNE ARUNDEL COUNTY
Defendants.	:	NO. 11,413 EQUITY

: : : : : : : : :

ORDER

Upon the aforegoing Petition and Affidavit it is this 7th day of December, 1955 by the Circuit Court for Anne Arundel County in Equity, ORDERED that leave be, and it is hereby granted, to withdraw the Auditor's Account heretofore filed in this proceeding.

And it is further ORDERED that the Auditor of this Court be directed to prepare and file an Amended Account.

Benjamin Michaelson
Judge

Account Received 12/15/55
Jos. S. Rouse

ROUSE AND MORTON
ATTORNEYS AT LAW
ANNAPOLIS, MARYLAND

26

Filed 7 Dec, 1955

In the Case of

James W. Rouse & Company, Inc.,
a body corporate

VS.

John Gilbert Thompson
and
Colleen D. Thompson, his wife

In the

Circuit Court

For

Anne Arundel County

No. 11,413 Equity

To the Honorable, the Judges of said Court:

The Auditor reports to the Court that she has examined the proceedings in the above entitled cause, and from them she has stated the within account, the same being an Amended Account in accordance with the Order of Court dated December 7, 1955.

December 13, 1955

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

17

Dr. James W. Rouse & Company, Incorporated, a body corporate, vs. John Gilbert Thompson and Colleen D. Thompson, his wife

in ac.

To Trustee for Fee, viz:	95 00	
To Trustee for Commissions, as agreed, viz:	155 00	250 00
To Trustee 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	
Auditor - stating Amended Account	13 50	65 00
To Trustee for Expenses, viz:		
Capital-Gazette Press - advertising sale	25 00	
Capital-Gazette Press - order nisi (sale)	8 00	
Capital-Gazette Press - order nisi (first account)	6 00	
Capital-Gazette Press - order nisi on Amended Account	6 00	
Speer Publications, Inc. - handbills	9 69	
American Surety Co. of N.Y. -bond premium	38 00	
George W. Scible - auctioneer's fee	25 00	
One-half Federal documentary stamps	5 23	
One-half State Documentary stamps	5 22	
Frances P. McWilliams - notary fee	50	128 64
To Trustee for Ground Rent, viz: Ground rent of $54.00 due 1/14/56 - adjusted to 8/22/55 - 1 month 8 days	11 40	11 40
To James W. Rouse & Company, Inc., mortgagee - this balance on account mortgage claim	9,107 58	9,107 58
		9,562 62
Amount of mortgage claim filed	9,802 84	
Amount paid Anne Arundel County Sanitary Commission for metered water in arrears	9 20	
Interest on principal balance of $9,249.81 from 8/15/55 to 8/22/55 and late charges	11 04	
	9,823 08	
Cr. Amount allowed above	9,107 58	
Balance subject to decree in personam	715 50	

with John G. Rouse, Jr., Trustee

1955				Cr.
Aug.	22	Proceeds of Sale	9,500 00	9,500 00
		Refund 1955 State and County taxes ($123.16) - adjusted to 8/22/55 - 4 months 9 days	44 12	
		Refund fire insurance premium ($24.66) from 10/14/55 to 7/14/56 - 9 months	18 50	62 62
				9,562 62

LIBER 95 PAGE 436

ORDER NISI

James W. Rouse & Company, Incorporated, a body corporate

VERSUS

John Gilbert Thompson

and

Colleen D. Thompson, his wife

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,413 Equity.

ORDERED, This 15th day of December, 1955, That the ~~Report and~~ Amended 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: 15 Dec 1955 George T. Cromwell

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 25th 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 25 1956

LIBER 95 PAGE 437

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. 11,413 Equity

JAMES W. ROUSE & COMPANY, Incorporated, a body corporate,

Vs.

JOHN GILBERT THOMPSON and COLLEEN P. THOMPSON, his wife.

Ordered, this 15th day of December, 1955, That the Amended 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 19, 1956

We hereby certify, that the annexed

Order Nisi - Amended Auditor's account.

Eq. 11,413

John Gilbert Thompson

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. 5042

By H. Tilghman

Filed JAN 24 1956

LIBER 95 PAGE 438

NO. 11,512 EQUITY

IN THE CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NELSON M. TURNER
GAMBRILLS,
ANNE ARUNDEL COUNTY, MD.

vs.

Frank M. Brown
Wilhelmina Brown
2205 Ashton Street
Baltimore, Maryland

And all persons having or claiming to have any interest in the property known as Lots 21 and 22 Block "E" as shown on the plat of Holliday Park, in the Fourth Election District of Anne Arundel County, Maryland.

Erwin Scott
Pallie Scott
also known as
Sallie Scott
Beverley Park Gardens
Apt. 12
Ohio

And all persons having or claiming to have any interest in the property known as lot 161 Section "D" as shown on the plat of Cape St. John, in the Second Election District of Anne Arundel County, Maryland

---

L. V. Adams
also known as
Looksley V. Adams
9114 Branford Road
Silver Spring, Md.

And all persons having or claiming to have any interest in the property known as Lot 65 Block "C" Section 1 Plat 4 as shown on the plat of South Haven, in the Second Election District of Anne Arundel County, Maryland.

Ella McNeill
321 8th Street, N.E.
Washington, D.C.

Filed: 6 Oct 1953

And all persons having or claiming to have any interest in the property known as lots Numbers 35 and 36 on the plat entitled subdivision of property of Louis L. Lee in the Second Election District of Anne Arundel County, Maryland.

BILL OF COMPLAINT TO FORECLOSE EQUITY OF REDEMPTION

TO THE HONORABLE, THE JUDGES OF SAID COURT:

YOUR ORATOR, complaining says:

FIRST: That on or about the 13th day of October, 1953, the certificates of Tax sale attached hereto and marked "Complainant's Exhibit No. 1", were issued by Joseph H. Griscom, Sr., Collector of Taxes for the State of Maryland, and Anne Arundel County to Nelson M. Turner which certificates are prayed to be taken as part hereof.

SECOND: That the property mentioned in said certificates is as follows:

A- Certificate No. 2174

ALL those lots designated as lots Numbers 21 and 22 in Block "E" on the plat of Holladay Park in the Fourth Election District of Anne Arundel County. Being the same property which was conveyed to Frank M. Brown and Wilhelmina Brown, his wife, by the Holladay Park Corporation by deed dated October 1, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 16 folio 78, and assessed on the date of the Collector's Sale to Frank M. Brown and Wilhelmina Brown, whose last known address was 2205 Ashton Street, Baltimore, Maryland. The amount due on the day of sale was $14.00.

B- Certificate No. 2202

All that lot of ground designated as Lot Number 161 Section "D" as shown on the plat of Cape St. John, in the Second Election District of Anne Arundel County, Maryland. Being the same property which was conveyed to Erwin Scott and Pallie Scott, his wife, by Cape St. John, Inc. by deed dated November 2, 1949, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 545 folio 158, and assessed on the date of the Collector's Sale to Erwin Scott and Pallie Scott, but called Sallie Scott in the Collector's Certificate, whose last known address was Apt. 12 Beverley Park Gardens, Ohio. The amount due on the day of sale was $25.00.

C- Certificate No. 2204

All that lot of ground designated as Lot 65 Block "C" Section 1 Plat 4 as shown on the plat of South Haven, in the

Second Election District of Anne Arundel County, Maryland, Being the same property which was conveyed to Locksley V. Adams by the Tidewater Shores, Inc. by deed dated December 29, 1937, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 177 folio 99, and assessed to L.V.Adams, on the date of the Collector's Sale, whose last known address was 9114 Brandford Road Silver Spring, Maryland. The amount due on the day of sale was $15.00.

D- Certificate No. 2205

All those lots designated as lots Numbers 35 and 36 on the plat entitle subdivision of property of Louis L. Lee, in the Second Election District of Anne Arundel County, Maryland. Being the same property which was conveyed to Ella McNeill by Louis L. Lee, single, by deed dated May 2, 1945, and recorded among the Land Records of Anne Arundel County in Liber J.H.H.No. 330 folio 367, and assessed on the date of the Collector's Sale to Ella McNeill, whose last known address was 321 8th Street, N.E. Washington, D.C. The amount due on the day of sale was $21.00.

Third: That said properties have not been redeemed by any party in interest although more than one year and one day from the date of sale have expired.

FOURTH: The Complainant prays for process directed to the above named respondents, whose last known addresses are set out with their names after the description of each property.

Fifth: The Complainant prays for an order of publication directed to all parties in interest in the various properties.

Sixth: To redeem the properties, it is necessary for the respondents to pay the sums as set out after the description of each property, with interest from October 13, 1953, all taxes, interest and penalties accruing subsequent to the date of sale which have actually been paid by the Complainant under Section 90 and 91 of Article 81 of the Annotated Code of Maryland, 1951 Edition.

Seventh: The Complainant prays the Court to pass a final decree foreclosing all rights of redemption of the respondents in and to the properties described therein.

And as in duty bound, etc.,

Nelson M. Turner

Marvin L. Anderson, Attorney for Complainant

STATE OF MARYLAND, ANNE ARUNDEL COUNTY TO WIT:

I hereby certify that on the 31st day of ~~September~~ October in the year Nineteen hundred and fifty-five, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Nelson M. Turner and made oath in due form of law that the matters and facts set forth in the foregoing Bill of Compalint are true to the best of his knowledge and belief.

Witness my hand and seal Notarial,

Geneva H. Anderson
Notary Public

(1)

LIBER 95 PAGE 442

2174 **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 Turner at public auction for the sum of 14 Dollars and 00 Cents, of which 13.56 Dollars has been paid as a deposit on the property in 4th Dist described as Lots 21-22 Blk E as shown on the Plat of Holliday Park 49 co

and assessed to Frank M & Wilhelmina Brown
2205 Ashtown St. Balto 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 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

Joseph H. Griscom Sr.
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Exhibit No. 1 With Bill of Complaint

5

(2)

LIBER 95 PAGE 443

2202 **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 Mr Turner Gambrills, Md at public auction for the sum of 25 Dollars and 00 Cents, of which 14.47 Dollars has been paid as a deposit on the property in 2 Dist described as Lot 161 Sec D as shown on the plat of Cape St John; A A Co.

and assessed to Erwin & Sallie Scott

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

Beverley Park Gardens
Apt 12 -
Ohio

Joseph H. Griscom Sr
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 13 day of October, 1953, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H Griscom Sr, Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public.

My Commission Expires May 2, 1955

Exhibit No. 1 with Bill of Complaint

6

(3)

LIBER 95 PAGE 444

CERTIFICATE OF TAX SALE

2204

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 Mr Turner Gambrills Md at public auction for the sum of 15 Dollars and 00 Cents, of which 14.78 Dollars has been paid as a deposit on the property in Second Dist described as Lot 6 5 Blk C Sec 1 Plat 4 as shown on the plat of South Haven, A A Co.

and assessed to L. V. Adams 9114 Brainard Road Silver Springs 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 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 Jr., Treasurer and Collector of Taxes for Anne Arundel County and the State of Maryland, and acknowledged the aforegoing certificate to be his act.

Witness my hand and seal Notarial,

Nellie Elizabeth Sterling
Notary Public

My Commission Expires May 2, 1955

Exhibit No. 1 with Bill of Complaint

7

Marvin I. Anderson- Solicitor
20-U West Street, Annapolis, Maryland

No. 11,512 Equity, In the Circuit Court for Anne Arundel County,-Nelson M. Turner vs. Frank M. Brown, Wilhelmina Brown, Erwin Scott Pallie Scott, also known as Sallie Scott, L. V. Adams also known as Locksley V. Adams and ~~Elizabeth~~, and all persons having or claiming to have any interest in the property hereinafter described.

- - - - - - - - - - - - - - - -

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following properties situate in the Second and Fourth Election Districts of Anne Arundel County sold by the Collector of Taxes for Anne Arundel County and State of Maryland to the Complainant in this proceeding:

A. All those lots designated as lots Numbers 21 and 22 in Block "E" on the plat of Holladay Park in the Fourth Election District of Anne Arundel County. Being the same property which was conveyed to Frank M. Brown and Wilhelmina Brown, his wife, by the Holladay Park Corporation by deed dated October 1, 1927, and recorded among the Land Records of Anne Arundel County in Liber F.S.R.No. 16 folio 78,

B. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known as lot No. 161 Cape St. John, being the same property which was conveyed by Cape St. John, Inc. to Erwin Scott and Pallie Scott, his wife, by deed dated November 2, 1949, recorded in Liber J.H.H.No. 545 folio 158,

C. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known as lot 65 Block "C" Section 1 Plat 4 as shown on the plat South Haven, being the same property which was conveyed to Locksley V. Adams by the Tidewater Shores, Inc. by deed dated December 29, 1937, and recorded in Liber F.A.M. No. 177 folio 99, and assessed to L.V.Adams.

~~D. All thoee lots situate, lying and being in the Second Election District of Anne Arundel County being designated as lots 35 and 36 on the plat of property of Louis L. Lee, and being the same property which was conveyed to Ella McNeill by Louis L. Lee, single, by deed dated May 2, 1945, and recorded in Liber J.H.H.No. 330 folio 367.~~

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

It is thereupon, this 6th day of October 1955, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons

interested in said property be and appear in this Court by the 14th day of December 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.

George J. Cromwell
Clerk

TRUE COPY TEST:

George J. Cromwell
Clerk

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Legal Notices

MARVIN I. ANDERSON, Solicitor
20-U West Street,
Annapolis, Maryland

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
No. 11,512 Equity

NELSON M. TURNER
Vs.
FRANK M. BROWN, WILHELMINA BROWN, ERWIN SCOTT, PALLIE SCOTT, also known as SALLIE SCOTT, L. V. ADAMS, also known as LOCKSLEY V. ADAMS
and
All persons having or claiming to have any interest in the property hereinafter described.

Order Of Publication

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C. All that lot of ground situate, lying and being in the Second Election District of Anne Arundel County, known as lot 65 Block "C" Section 1 Plat 4 as shown on the plat South Haven, being the same property which was conveyed to Locksley V. Adams by the Tidewater Shores, Inc. by deed dated December 29, 1937, and recorded in Liber F.A.M. No. 177 folio 99, and assessed to L. V. Adams.

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

It is thereupon, this 6th day of October 1955, by the Circuit Court for Anne Arundel County in Equity ordered that notice be given by the insertion of a copy of this order in some newspaper having a general circulation in Anne Arundel County once a week for four successive weeks, warning all persons interested in said property be and appear in this Court by the 14th day of December, 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.

GEORGE T. CROMWELL, Clerk

Tru· Copy TEST:
GEORGE T. CROMWELL, Clerk'

N-2

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LIBER 95 PAGE 447 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 of Publication

Eq: 11512 Property

Nelson M. Turner

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. Tilghman

Filed: 19 Dec 1955

NELSON M. TURNER GAMBRILLS ANNE ARUNDEL COUNTY, MD. Plaintiff	:	NO. 11,512 EQUITY
	:	IN THE
	:	CIRCUIT COURT
VS.	:	FOR
FRANK M. BROWN, et al Defendants	:	ANNE ARUNDEL COUNTY

; ; ; : : :

PETITION FOR DECREE PRO CONFESSO

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The petition of Nelson M. Turner, by Marvin I. Anderson, his Attorney respectfully shows:

1. That two "Non Est" have been returned against the following defendant in the above entitled case:

L. V. Adams, also known as
Locksley V. Adams

2. That the following defendants were returned "summoned" by the Sheriff of Baltimore City:

Frank M. Brown
Wilhelmina Brown

3. That the following Non-Resident Defendants have neither appeared nor answered as required by the Order of Publication although the time for so doing has expired, as will be seen by reference to the Certificate of Publication hereto attached:

Erwin Scott
Pallie Scott
also known as
Sallie Scott

WHEREFORE, your Petitioner prays that the Bill of Complaint be taken Decree Pro Confesso against said Defendants.

Marvin I. Anderson
Solicitor for Petitioner

Filed: 19 Dec 1955

DECREE PRO CONFESSO

It appearing from the proceedings in this cause that two "Non Est" have been returned against the Defendant as set forth in Paragraph 1 of the Petition; that the Defendants mentioned in

1f

Paragraph 2 of said Petition were duly summoned; and that the Non-resident Defendants mentioned in Paragraph 3 of said Petition were duly notified by Order of Publication; and it further appearing that all of said Defendants mentioned in Paragraphs 1, 2 and 3 were duly notified by Order of Publication; and that the Order of Publication heretofore issued therein has been fully published in the Maryland Gazette, a newspaper published in Annapolis, Anne Arundel County, Maryland; and all of the Defendants having failed to appear either in person or by Solicitor and answer the Bill of Complaint filed against them.

IT is, thereupon, this 19th day of December, 1955, by the Circuit Court for Anne Arundel County, in Equity, ADJUDGED, ORDERED AND DECREED that the said Bill of Complaint, be, and the same is hereby taken pro confesso against said Defendants.

Benjamin Michaelson
Judge

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Filed: 19 Dec 1955

LIBER 95 PAGE 450

NELSON M. TURNER GAMBRILLS ANNE ARUNDEL COUNTY, MD. Plaintiff	:	No. 11, 512 EQUITY
	:	IN THE
	:	CIRCUIT COURT
vs.	:	FOR
FRANK M. BROWN, et al Defendants	:	ANNE ARUNDEL COUNTY
	:	

: : : : : :

DECREE

This cause, standing ready for hearing and being submitted, the proceedings were read and considered, and it appearing that the same have been conducted in compliance with the provisions of Article 81, Sections 69 to 121, of the Annotated Code of Maryland, 1951 Edition.

It is, thereupon, this 10th day of February, 1956, by the Circuit Court for Anne Arundel County, in Equity, Adjudged, Ordered and Decreed:

1. That all the rights of redemption of the Defendants, Frank M. Brown, Wilhelmina Brown, Erwin Scott, Pallie Scott, also known as Sallie Scott, and L. V. Adams, also known as Locksley V. Adams, or of anyone claiming by, from or under them, or any of them, in and to the property described in the Bill of Complaint and Certificates of Sale as having been sold by the Treasurer of Anne Arundel County for the non-payment of taxes be, and the same are hereby barred and foreclosed.

2. That an absolute and indefeasible title, in fee simple, to said property, free and clear of all alienations and dissents occurring prior to this decree; as well as all encumbrances thereon (except taxes accruing subsequent to said date of sale and the public easements to which the same is subject) is hereby vested in the Plaintiff.

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

Filed FEB 10 1956

date of sale, the Treasurer of Anne Arundel County, shall execute a deed conveying said property to Nelson M. Turner.

4. That the Clerk of this Court issue a certified copy of this decree to the served on the Treasurer.

5. That the Plaintiff shall pay the costs of these proceedings.

Benjamin Michaelson
Judge

Gloria G. Jones, Dares Beach, Prince Frederick, Md.	:	No. 11,184 Equity
	:	
vs.	:	In the
	:	
Frederick L.J. Gelhaus, c/o V.F.W. Home, 19 Randall Street, Annapolis, Md.	:	Circuit Court
	:	
	:	for
Elmer E. Gelhaus, 110 Academy Street, Annapolis, Md.	:	
	:	Anne Arundel County
Eugene E. Gelhaus, 425 Rosecroft Terrace, Baltimore, Md.	:	
	:	
Louise G. Housley, 120 Academy Street, Annapolis, Md.	:	
	:	
Thelma June Lichtenberger, Rosewell, New Mexico.	:	
Oden F. Pumphrey, 203 Huron Drive, Catonsville, Baltimore, Md.	:	
Elizabeth M.G. Worthington, 121 Archwood Avenue, Annapolis, Md.	:	
	:	

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

Bill of Complaint for sale of realty for purpose of partition

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

To the Honorables, the Judge of said Court:

Your Oratrix humbly complaining says:

1.

That by deed dated October 25th, 1954, and left for record among the Land Records of Anne Arundel County on November 15th, 1954, your Oratrix became seized and possessed of a 15/112ths interest in several tracts or parcels of land lying, being and situate in the Sixth Election District of Anne Arundel County, Maryland, in common with the defendants.

2.

That as heretofore stated your Oratrix holds her 15/112ths interest in common with the defendants Frederick L.J. Gelhaus who

Filed 16 Nov., 1954

holds 15/112ths; Elmer E. Gelhaus who holds 15/112ths; Eugene E. Gelhaus who holds 15/112ths; Louise G. Housley who holds 15/112ths; Thelma June Lichtenberger who holds 15/112ths; Oden F. Pumphrey who holds 15/112ths and Elizabeth M. G. Worthington who holds 7/112ths as will more fully appear by reference to a certified copy of said deed which is filed herewith as Plaintiff's Exhibit No. 1 and is prayed to be taken as part and parcel of this bill as fully as though the same were incorporated herein at length.

3.

That the real estate in the said deed mentioned and described cannot be divided in kind without material loss or injury.

To the end, therefore:

1. That a trustee may be appointed to make sale of the real estate in these proceedings mentioned for the purpose of partition and that the proceeds arising therefrom may be divided among the parties entitled thereto according to their respective interests.
2. That your Oratrix may have such other and further relief as her case may require.

And as in duty bound, etc.

Gloria G. Jones
Gloria G. Jones, Plaintiff

George B. Woelfel
George B. Woelfel,
Solicitor for Oratrix,
9-11 School Street,
Annapolis, Md.

no stamps required [illegible]

This Deed, made this 25th day of October, in the year 1954, by and between Eugene E. Gelhaus and Albert E. housley, Trustees as hereinafter mentioned, hereinafter called parties of the first part, and Frederick L. J. Gelhaus, Elmer E. Gelhaus, Eugene E. Gelhaus, Louise G. Housley, Gloria G. Jones, Thelma June Lichtenberger, Oden F. Pumphrey and Elizabeth M. G. Worthington, hereinafter called parties of the second part.

Whereas Frederick L. J. Gelhaus departed this life January 22nd, 1919, and by his last will and testament dated the 17th day of September, 1912, and recorded among the Testamentary Records of Anne Arundel County in Will Book O. B. D. No. 2, folio 157, he directed that all his just debts and funeral expenses be paid and then by the second paragraph of said will he bequeathed and devised all of his property, real, personal and mixed, to Nicholas H. Green, in special trust and confidence, nevertheless, that he would collect the income and after paying all necessary expenses, to pay the balance remaining to his widow Antionette D. Gelhaus for and during the term of her natural life and then after the death of his said wife, if the youngest living child is thirty years of age, then and in that event the trustee should cease and he devised all of the property to his children share and share alike, the issue of any deceased child taking the share per stirpes which the respective parent, if living, would have taken, and

Whereas Antionette D. Gelhaus died intestate on or about the 17th day of December, 1953, and the youngest child has attained the age of thirty years, so that the said trust has terminated, and

Whereas the Circuit Court for Anne Arundel County assumed jurisdiction over the trust by the aforesaid will created as will more fully appear by reference to No. 4497 Equity, and

Whereas Eugene E. Gelhaus and Albert E. Housley have been appointed by the Circuit Court as substituted trustees and are functioning as such as of this day, and

Whereas the trust estate is now terminated and each child

Exhibit No. 1 Plaintiff's

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Filed 16 Nov., 1954

is entitled to his share and in order that each child should get his respective share this deed is executed.

Now, therefore, this Deed Witnesseth: That for and in consideration of the premises and the further sum of One Dollar, the said parties of the first part do hereby grant and convey unto the said parties of the second part, their heirs and assigns, in fee simple, as tenants in common, all those lots or parcels of ground lying, being and situate in the Sixth Election District of Anne Arundel County and more particularly described as follows:

First: All of that lot, beginning at a point on the road leading from Annapolis to South River Bridge three hundred and fifty-seven feet and Seven inches from a stone at the north west corner of Lot No. 1 of the subdivision of the land in said estate above mentioned, and running thence along the said road from Annapolis to South River Bridge, south seventy-nine degrees and thirty minutes east forty feet to a stake, thence south four and three quarter degrees west one hundred and forty feet and three inches, thence north eighty-four and one half degrees west forty feet, thence north four and one-half degrees east one hundred and forty-five feet two and a half inches to the place of beginning, designated on the plat of said subdivision as Lot No. 9.

Second: All of that lot, beginning at a point on the road from Annapolis to Annapolis Neck, (known as the Spa Road) one hundred and twenty feet, from the south east corner of Lot No. 2 of said subdivision, and running thence along the main road from Annapolis to Annapolis Neck (Spa Road) north seventy-four and three quarter degrees east forty feet to a stake, thence north four and three quarters degrees east one hundred and fifty-one feet, nine and one-half inches, thence north eighty four and one half edgrees west forty feet, thence south four and one half degrees west, one hundred and sixty five feet to the place of beginning, and designated as Lot No. 10 on said subdivision.

Being the same property which was conveyed unto Frederick L. J. Gelhaus by Julian Brewer, Trustee, by deed dated the 4th day of May, 1901, and recorded among the Land Records of Anne Arundel

County in Liber G.W. No. 21, folio 35.

Third: Beginning for the same at a stake and nail on the north side of the County Road leading from Annapolis to Annapolis Neck, said stake being at the south east corner of Lot No. 2 as designated on a plat of the subdivision of the 5 3/8 acre lot of the Estate of George Brewer said plat being filed in No. 1738 Equity and running thence on and with the line of said road north seventy four degrees forty five minutes east one hundred and twenty feet to a stake at the south west corner of Lot No. 10, thence north four degrees thirty minutes east with the divisional line between Lots Nos. 8 & 10 one hundred and seventy five feet to a stake, at the south east corner of Lot No. 7 thence with the rear line of Lots Nos. 7, 5 & 3 north eighty four degrees thirty minutes west one hundred and fifteen (115) feet more or less to the south west corner of Lot No. 3 thence with the divisional line between Lots Nos. 2 & 4 south three quarters west two hundred and fifteen and eighty one hundredths feet to the place of beginning, being Lots Nos. 4, 6 & 8 as laid down on said plat.

Being the same property which was conveyed unto Frederick L. J. Gelhaus by Julian Brewer, Trustee, by deed dated the second day of May, 1905, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 41, folio 326.

Fourth: All that part of a tract of land called "Greenfield" laid down on a plat filed in the aforesaid Equity Case No. 535 made by E. Lacy Chinn, Surveyor, the part thereof intended to be conveyed being described as follows:

All that tract of land lying on the public road known as the Spa Road, leading from the City of Annapolis towards Bay Ridge and and bounded as follows: On the north by the aforesaid Spa Road, on the south by the tract of land lately conveyed by the parties of the first part to Patrick Lamb, said parcel so conveyed to the said Patrick Lamb being part of Greenefield, on the east by the land of Frederick Rullman, and on the west by the land of Marion D.K. Lee. The parcel of land, hereby intended to be conveyed being designated

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on the aforesaid plat filed in No. 535 Equity, as Blocks A. B. and C., excepting, however from Block A Lot No. 1 thereof, heretofore sold by Daniel R. Magruder, former Trustee in this case, to Marcellus Calvert, and leaving in said block A, lots numbered consecutively two to nine inclusive. Said Block B comprising lots numbered consecutively from one to twenty inclusive; Block C comprising lots numbered from one to twenty-one inclusive.

The property hereby conveyed is subject to the rights of way heretofore granted, over the streets laid down on the said Plat, leading from the aforesaid public road called "The Spa Road", and on the said Plat designated as Greenfield Street, Nicholson Street and Sanford Street.

Being the same property which was conveyed unto Frederick L. Gelhaus by Charles A. DuBois and Edwin D. Pusey, Trustees, by deed dated the 22nd day of June, 1901, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 21, folio 253.

Fifth: All that lot of ground situate, lying and being in the Second Election District of said County fronting thirty feet on the Spa or South River Ferry road and running back one hundred and fifty feet bordering on a street called Greenfield Street as laid down on a map or plat made by E. Lacy Chinn, Surveyor, and filed in the Circuit Court for Anne Arundel County in No. 535 Equity titled "In the matter of the Trust Estate of John R. & R. R. Magruder" and with a width at the rear of said lot thirty feet, containing forty-five hundred square feet, more or less.

Being the same property which was conveyed unto Frederick L. J. Gelhaus by Robert J. Linton and Hillie Linton, his wife, by deed dated the 28th day of December, 1906, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 52 folio 493.

Together with the buildings and improvements thereon and all the rights, roads, ways, alleys, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To Have and To Hold the above described property unto and to the proper use and benefit of the said Frederick L. J. Gelhaus,

a son, who shall hold 15/112ths; Elmer E. Gelhaus, a son, who shall hold 15/112ths; Eugene E. Gelhaus, a son, who shall hold 15/112ths; Louise G. Housley, a daughter, who shall hold 15/112ths; Gloria G. Jones, a daughter, who shall hold 15/112ths; Thelma June Lichtenberger, sole daughter of Cornelius Gelhaus, a son, who died December 17th, 1943, who shall hold 15/112ths; Oden F. Pumphrey, sole son of Regina Gelhaus Pumphrey, a daughter, who died December 12th, 1944, who shall hold 15/112ths; and Elizabeth M. Worthington, widow of Theodore S. Gelhaus, who died without issue on June 15th, 1923, leaving his widow who shall hold 7/112ths; all of the said interests in this habendum being held as tenants in common.

Witness the hands and seals of the parties of the first part.

Witness:

/s/ Eugene E. Gelhaus (Seal)
Eugene E. Gelhaus

/s/ Albert E. Housley (Seal)
Albert E. Housley, Trustees

/s/ Ola W. Gardner
Ola W. Gardner

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 25th day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared Eugene E. Gelhaus and Albert E. Housley, Trustees, and each acknowledged the aforegoing deed to be their act as such trustees.

Witness my hand and seal Notarial.

/s/ Ola W. Gardner
Notary Public
Ola W. Gardner

(Notary Seal)

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, That the aforegoing Deed is truly taken and copied from a copy received for record this 15th day of November, 1954, at 2:50 P. M.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 16th day of November, A. D., 1954.

John H. Hopkins 3rd. Clerk.

John H. Hopkins, 3rd., Clerk.

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GLORIA G. JONES	*	NO. 11,184 EQUITY
	*	IN THE
vs.	*	CIRCUIT COURT
FREDERICK L.J. GELHAUS, et al	*	FOR
	*	ANNE ARUNDEL COUNTY

* * *

ANSWER OF ELIZABETH M. WORTHINGTON AND REQUEST FOR REPRESENTATION IN TRUSTEESHIP

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Elizabeth M. Worthington to the Bill of Gloria G. Jones for partition against her and others, in this Court exhibited respectfully shows:

1. That she neither admits nor denies that the Complainant became seized and possessed by the deed referred to but submits she became seized and possessed under the terms of the will of Frederick L. J. Gelhaus which was construed by this Court in No. 4497 Equity "In the Matter of the Trust Estate of Frederick L. J. Gelhaus, deceased".

2. That she admits the parties hold in common the interests indicated so far as has been determined at this time.

3. That she admits the property cannot be divided in kind and should be sold and the proceeds divided according to their respective interest.

Further answering the Bill of Complaint your Respondent says her right to participate in the estate was contested in No. 4497 Equity and she was thereby put to considerable trouble and expense in establishing her rights in the estate, and therefore requests that she be allowed representation in the trusteeship.

And as in duty bound, etc.

Elizabeth M. Worthington
Elizabeth M. Worthington
Respondent

Marvin A. Anderson
Solicitor for Respondent

Filed 6 Dec., 1954

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I hereby certify that I mailed a copy of the above Answer to George B. Woelfel, Esquire, 9 School Street, Annapolis, Maryland, this 3rd day of December, 1954.

Solicitor for Respondent

LIBER 95 PAGE 462

Gloria G. Jones	:	No. 11,184 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Frederick L.J. Gelhaus, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

ANSWER OF ELMER E. GELHAUS, EUGENE E. GELHAUS, LOUISE G. HOUSLEY, THELMA JUNE LICHTENBERGER AND ODEN F. PUMPHREY

: : : : : : : : : : :

To the Honorable, the Judge of said Court:

The answer of Elmer E. Gelhaus, Eugene E. Gelhaus, Louise G. Housley, Thelma June Lichtenberger and Oden F. Pumphrey respectfully shows:

1. These Defendants admit the allegations contained in paragraphs one, two and three of said bill of complaint and further answering admit that the said property cannot be divided in kind without material loss or injury, wherefore, they consent to the sale as prayed, with representation.

Elmer E. Gelhaus

Elmer E. Gelhaus

Eugene E. Gelhaus

Eugene E. Gelhaus

Louise G. Housley

LOuise G. Housley

Thelma June Lichtenberger

Thelma June Lichtenberger

Oden F. Pumphrey

Oden F. Pumphrey

Atty. for Defendants
Allan D. Housley
Townshend Bldg., Annapolis, Md.

I hereby certify that a copy of the above answer was mailed to George B. Woelfel, Esq., 9 School St., Annapolis, Md., this 9th day of December, 1954.

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Filed 9 Dec, 1954

LIBER 95 PAGE 463

GLORIA G. JONES

vs.

FREDERICK L. J. GELHAUS et al.

No. 11,184 [redacted] - EQUITY

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

DECREE PRO CONFESSO

The Defendant, Frederick L. J. Gelhaus, [redacted] (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 18th day of January, 1955, by the Circuit Court for Anne Arundel County in Equity, adjudged, ordered and decreed that said Bill of Complaint be and the same is hereby taken Pro Confesso against said defendant .

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

Benjamin Michaelson
Judge

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Filed 18 Jan., 1955

GLORIA G. JONES,	:	IN
PLAINTIFF,	:	THE CIRCUIT COURT
VS.	:	FOR
FREDERICK L. J. GELHAUS,ET AL.	:	ANNE ARUNDEL COUNTY
DEFENDANTS.	:	No. 11,184 Equity

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

TESTIMONY ON BEHALF OF THE PLAINTIFF

March 23, 1955

Present:

Mr. George B. Woelfel, Solicitor for Plaintiff.

Mr. Marvin I. Anderson, Solicitor for Defendant, Eliz.Worthington/

Mr. Allan D. Housley, Solicitor for Defendants.

Mr. Chipman W. Cunningham, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Eugene E. Gelhaus, pages 2, 3, 4.

Albert Edw. Housley, pages 5, 6.

SIGNATURES WAIVED BY CONSENT OF COUNSEL.

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Filed 26 Apr., 1955

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

(Mr. Woelfel)

1. State your name and address.

A. Eugene E. Gelhaus, 425 Rosecroft Terrace, Baltimore 29, Md.

2. Did you know Frederick L. J. Gelhaus?

A. Yes.

3. What relation, if any, were you to him?

A. He was my father.

4. Is he living or dead?

A. He is dead.

5. Prior to your father's death, did he own a tract of land on the Annapolis-South River Bridge Road having a frontage of 40 feet?

A. Yes.

6. Did he also own a 40 foot parcel of land on the Annapolis Neck Road, sometimes known as Spa Road?

A. Yes sir.

7. From whom did he acquire these properties.

A. The first one he got from Julian Brewer.

8. Is this a certified copy of the deed from Julian Brewer, Trustee, to your father, dated 4 May 1901 and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 21, folio 35?

A. Yes it is. (CERTIFIED COPY OF ABOVE DEED MARKED EXAMINER'S EX. 1 AND FILED HEREWITH)

9. That deed contains two parcels of land?

A. Yes.

10. Were there any improvements on those parcels of land?

A. Yes on the old home estate, there is, and a double house on the Spa Road property.

11. I show you a certified copy of a deed, dated 2 May 1905, from Julian Brewer, Trustee, and your father,

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and recorded in Liber G.W. No. 41, folio 326, being Lots 4, 6, 8 on the road from Annapolis to Annapolis Neck, and ask you if you recognize that deed?

A. Yes. (CERTIFIED COPY OF DEED MARKED EXAMINER'S EX. 3, AND FILED HEREWITH)

12. Did your father also die, seized and possessed of a tract of land on the South River Road, from Robert J. Linton and wife?

A. Yes.

13. Is this the deed, dated 28 December 1906, and recorded in Liber G.W. No. 52, folio 483?

A. Yes. (CERTIFIED COPY OF DEED MARKED EXAMINER'S EX. 3 AND FILED HEREWITH).

14. On June 22, 1901, did Charles A. DuBois and Edwin D. Pusey convey a tract of land to your father situated on Spa Road?

A. Yes.

15. Is this a certified copy of the deed for that property which deed is recorded in Liber G.W. No. 21, folio 258?

A. Yes. (CERTIFIED COPY OF DEED MARKED EXAMINER'S EX. 4 and FILED HEREWITH)

16. What children, if any, did Frederick L. J. Gelhaus leave?

A. Frederick L. J. Gelhaus, Jr., Elmer E. Gelhaus, Theodore Gelhaus, Cornelius Gelhaus, Regina Pumphrey, Eugene E. Gelhaus, Louise A. Housley and Gloria Jones.

17. What interest has Gloria Jones in the property?

A. 15/112's.

18. What interest does Frederick L.J. Gelhaus, Jr. have?

A. 15/112's.

19. What interest does Elmer E. Gelhaus have?

A. 15/112's.

20. What interest does Eugene E. Gelhaus have?

A. 15/112's.

15

21. What interest does Louise A. Housley have?

A. 15/112's.

22. Who is Thelma Lichtenberger?

A. She is Cornelius'/he is deceased. daughter

23. What is her interest in the property.

A. 15/112's.

24. Who is Oden F. Pumphrey?

A. He is my decessed sister's child, Regina Pumphrey.

25. What is his interest in the property?

A. 15/112's.

26. Who is Elizabeth M.G. Worthington?

A. She was married to my deceased brother, Theodore.

27. Did they have any children?

A. No.

28. And the wife survived the husband?

A. That's right and she is married again.

29. What is her interest in the property?

A. 7/112's.

30. Are all of these properties improved by dwellings?

A. Yes, all except this one tract in Exhibit 4.

31. Can the property be divided in kind without loss or injury to the heirs?

A. I don't think so.

32. Why can't it be divided?

A. Because it would be useless to everybody if it was divided.

33. Do you think it is necessary to sell the property and divide the money among the heirs?

A. I think that is the answer to the problem.

34. What do you think the real estate is worth?

A. I would say roughly $50,000.00.

(Mr. Anderson)

1. Do you know of any other property your father owned?
A. No.

(Mr. Cunningham)

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

Albert Edward Housley, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Woelfel)

1. State your name and address.

A. Albert Edward Housley, 120 Academy St., Annapolis, Md.

2. Did you know Frederick L. J. Gelhaus?

A. No I did not.

3. Do you know whether he is living or dead?

A. I know he is dead.

4. Do you know his children?

A. I do.

5. Did Mr. Eugene E. Gelhaus correctly state the names of the heirs?

A. Yes.

6. Do you think the property can be divided in kind without loss or injury to the heirs?

A. No.

7. What, in your estimate, is the fair market value of the property that has been sold?

A. $55,000.00 in its entirety.

(Mr. Anderson)

1. How do you break that down?

A. No breaking down; it is just what I was offered; the over-all picture was a certain amount of money.

2. Did you know the people who offered that or did somebody say they would give that?

A. We asked two real estate men to come out.

3. What price did they give?

A. $47,000.00 and $39,000.00.

4. What amounts on the individual properties?

A. They didn't give it on the individual properties.

(Mr. Cunningham)

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

Appraisal of William H. Riley and Joseph D. Lazenby made under Order of Court, marked EXAMINER'S EX. 5 AND FILED HEREWITH.

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

Witness my hand and seal this 26th day of April, 1955.

Chapman W. Cunningham, Examiner (SEAL)

C.W.C. $10.00
K.H.McC. $7.00
Pd 4/19/55

19

(U.S.Int. Rev. Stamps : 50¢)

THIS DEED made this 4th day of May, in the year nineteen hundred and one between Julian Brewer Trustee, as hereinafter mentioned and Frederick L. J. Gelhaus, both of Anne Arundel County, Maryland, WITNESSETH:

WHEREAS, by a Decree passed by the Circuit Court for Anne Arundel County, State of Maryland, dated March 3rd, 1897, in the matter of Nicholas Brewer, etal vs Fannie C. Brewer et al, No. 1738 Equity, the said Julian Brewer was appointed Trustee with authority to sell the Real Estate in said cause.

WITNESSETH, That on or about the 25th day of April,1901, the said Julian Brewer , Trustee, did sell so much of the Real Estate as herein after described to the said Frederick L. J. Gelhaus, at and for the sum of Four Hundred Dollars. And Whereas said sale has been duly reported to and finally ratified and confirmed, by the Circuit Court for Anne Arundel County, in said Equity Proceedings, the purchase money fully paid and Satisfied, the receipt of which is hereby acknowledged, and the said purchaser is entitled to have a deed of said property.

NOW, THIS DEED WITNESSETH, In consideration of the premises and the sum of Five Dollars, the said Julian Brewer, Trustee, doth by these presents grant and convey unto the said Frederick L. J. Gelhaus, his heirs and assigns in fee simple, all the right, title and interest both in Equity, and all the parties claiming by,from, or under them or either of them in and to all that lot of ground, situate, lying and being in the Second District of Anne Arundel County, Maryland, and described and laid down on a plat of said property filed in said Equity Case No. 1738 as follows:

FIRST:- ALL OF THAT LOT, BEGINNING at a point on the road leading from Annapolis to South River Bridge three hundred and fifty-seven feet and Seven inches from a stone at the North West corner of Lot No. 1 of the Subdivision of the land in said Estate above ~~above~~ mentioned , and running thence along the said road

Examiner's Exhibit No. 1
Jones vs. Gelhaus, et al.
No. 11,184 Equity
Filed 5/23/55 circ.
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Filed 26 Apr., 1955.

from Annapolis to South River Bridge, South Seventy-nine degrees and thirty minutes East Forty feet to a stake, thence South Four and three quarter degrees West one hundred and forty feet and three inches, thence North Eighty-four and one half degrees West forty feet, thence North Four and one-half degrees East one hundred and forty-five feet two and a half inches to the place of beginning. designated on the plat of said Sub-division as Lot No. 9.

SECOND: All of that Lot, Beginning at a point on the road from Annapolis to Annapolis Neck, (known as the Spa Road) one hundred and twenty feet, from the South East Corner of Lot No. 2 of said Sub-division, and running thence along the main road from Annapolis to Annapolis Neck (Spa Road) North Seventy four and three quarter degrees East Forty feet to a Stake, thence North Four and three quarter degrees East one hundred and fifty one feet, nine and one-half inches, thence North Eighty four and one half degrees West Forty feet, thence South Four and one half degrees West, One hundred and Sixty five feet to the place of beginning, and designated as Lot No. 10 on Said Subdivision.

TOGETHER with all the buildings and improvements thereon erected, and all rights, privileges and appurtenances thereto belonging.

TO HAVE AND TO HOLD the above granted property unto the said Frederick L. J. Gelhaus, his heirs and assigns forever in fee simple. And the said Julian Brewer, Trustee, aforesaid, does hereby covenant that he will warrant specially the property hereby conveyed, and will execute such further assurances of said land as may be requisite.

WITNESS my hand and Seal this 4th day of May, 1901.

TEST: Julian Brewer (SEAL)

Nannie S. Stockett. Trustee

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY that on this 4th day of May in the year nineteen hundred and one, before me the Subscriber, a Notary

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Public of the State of Maryland, in and for Anne Arundel County, aforesaid, personally appeared Julian Brewer, Trustee, and acknowledged the aforegoing Deed to be his act.

(Notary Seal) Nannie S. Stockett,
Notary Public.

Recorded 8th May, 1901.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:-

I hereby certify, that the aforegoing Deed is truly taken and copied from Liber G. W. No. 21, folio 35, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County, this 14th day of August, A. D., 1954.

John H. Hopkins, 3rd.
Clerk.

22

THIS DEED, made this second day of May in the year Nineteen Hundred and Five, between Julian Brewer, Trustee of the City of Annapolis and State of Maryland of the one part and Frederick L. J. Gelhaus of Anne Arundel County State aforesaid of the other part

Whereas by a decree of the Circuit Court for Anne Arundel County sitting in Equity, dated on the third day of March Eighteen Hundred and Ninety seven and passed in a Cause in said County between Nicholas Brewer and others, plaintiffs and Fanny C. Brewer and others defendants the above named Julian Brewer was appointed a trustee with authority to sell the real estate in the proceedings in said Cause mentioned, and the said Trustee after conplying with all the previous requisites of the decree did on or about the tenth day of April Nineteen Hundred and Five sell unto the said Frederick L. J. Gelhaus at private sale the following parcels of said real estate at and for the sum of Six Hundred Dollars current money that is to say; All those lots or parcels of land lying and being in Anne Arundel County described as follow:

Beginning for the same at a stake and nail on the north side of the County Road leading from Annapolis to Annapolis Neck, said stake being at the South East corner of Lot No. 2 as designated on a plat of the subdivision of the 5 3/8 acre lot of the Estate of George Brewer said plat being filed in No. 1738 Equity and running thence on and with the line of said road north seventy four degrees forty five minutes east one hundred and twenty feet to a stake at the south west corner of Lot No 10, thence north four degrees thirty minutes east with the divisional line between Lots Nos 8 & 10 one hundred and seventy five feet to a stake, at the south east corner of Lot No 7 thence with the rear line of Lots Nos 7,5 & 3 north eighty four degrees thirty minutes west one hundred and fifteen (115) feet more or less to the south west corner of Lot No. 3 thence with the divisional line between Lots No 2 & 4 south three degrees west two hundred and fifteen and eighty one hundredths feet to the place of beginning, being Lots Nos 4, 6 & 8 as laid down on said Plant and whereas the

Examiner's Exhibit No. 2
Jones vs. Gelhaus, et al.
No. 11,184 Equity
Filed 4/26/55 Circ.
23

Filed 26 Apr., 1955.

aforesaid sale has been duly reported to and finally ratified and confirmed by the said County and the purchase money aforesaid having been fully paid and satisfied to the said Trustee, he is authorized by the said decree to execute these presents

Now This Deed Witnesseth that the said Julian Brewer Trustee as aforesaid for and in consideration of the premises aforesaid and the sum of Five Dollars current money to him in hand paid by the said Frederick L. J. Gelhaus at or before the Sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained and sold and these presents, does grant, bargain sell and convey unto the said Fredrick L. J. Gelhaus his heirs and assigns; All the aforesaid Lots or parcels of land which are hereinbefore described as sold by the said Trustee to the said Fredrick L. J. Gelhaus, with the appurtenances, and all the right title interest and estate of the parties to the aforesaid decree and every of them both, at law and in Equity in and to the same and every part and parcel thereof In Witness whereof the said Julian Brewer Trustee as aforesaid hath hereunto set his hand and seal the day and year first herein before written

Test Nannie S. Stockett, : Julian Brewer (Seal)
the change in the third : Trustee
distance being first made :

State of Maryland Anne Arundel County, to wit

I hereby Certify that on this second day of May in the year, Nineteen Hundred and Five before the Subscriber a Notary Public of the State of Maryland in and for Anne Arundel County personally appeared the above named Julian Brewer Trustee and executed and acknowledged the aforegoing instrument of writing to be his act and deed Witness my hand and Notarial Seal

(Notary) (Seal)

Nannie S. Stockett
Notary Public

Recorded 5 May 1905

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STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber G.W. No. 41, folio 326 one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 19th day of August, 1954.

John H Hopkins 3rd

JOHN H. HOPKINS 3rd., Clerk.

This Deed made this 28th day of December, in the year Nineteen hundred and six, by Robert J. Linton and Hillie Linton his wife, parties of the first part, and Frederick L.J. Gilhaus, party of the second part, all of Anne Arundel County, and Dtate of Maryland, withnesseth;

Whereas, th e said parties of the first part are indebeted to the said Frederick L.J.Gilhaus in the full, and just sum of Five Hundred and twenty five dollars which is secured by a mortgage on the property hereby conveyed, bearing date on the 28th day of November, 1903, and recorded among the Land Records of ssid county in Liber G.W.No35 folios 28 &c; and

Whereas, the said parties of the first part have failed to pay the interest due on the said mortgage debt and the taxes due on the said property for the years 1905, and 1906, and

Whereas the said parties of the first part have agreed to convey the said property to the said Frederick L.J. Gelhaus on condition that he will assume the payment of the said taxes and release them from any further obligation on account of said mortgage debt-

Now this deed witnesseth that for and in cinsideration of the premises and of the sum of one dollar the said Robert J. Linton and Hillie Linton do hereby grant and convey unto the said Frederick L.J.Gelhaus, his heirs and assigns, all of that lot of ground situate, lying and being in the Second Election District of Said county- fronting thirty feet on the Spa or South River Ferry road and running back one hundred and fifty feet bordering on a street called Greensfield Street as laid down on a map or plat made by E.Lacey Chinn, Surveyor, and filed in the Circuit Court for Anne Arundel County in No. 535 Equity-titled "In the matter of the Trust Estate of John R.& R. R. Magruder", and with a width at the rear of said lot thirty feet, containingforty five hundred square feet, more or less; and being the same lot of ground which was conveyed to the said Robert J.Linton by the said Frederick L.J.Gelhaus and wife by deed dated on the twenty-second day of September in the year nineteen hundred and ----------

Examined Exhibit No. 3
Jones vs. Belhaus, et al.
No. 11,184 Equity
filed 3/23/56 Circ. Ct.
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Filed 26 Apr., 1955.

two and recorded among the said land records in Liber G.W.No. 28 folios 64 &c.

Together with the buildings and improvements thereon and the roads, ways, streets, privileges and appurtenances thereto belonging or in anywise appertaining.

To have and to Hold the above granted property unto the said Frederick L.J.Gelhaus, his heirs and assigns in fee simple.

And the said Robert J.Linton and Hillie Linton do hereby covenant that they will warrant specialy the property hereby conveyed and that they will execute such other and further assurances of said land as may be requisite.

Witness the hands and seals of the said grantors the day and year first above written.

Witness; R.J.Linton (Seal)

Wm.D.K.Leee; Hillie Linton (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this 28th day of December in the year Nineteen hundred and six, before me the subscriber, a Justice of the Peace of the State of Maryland in and for Anne Arundel County, aforesaid personally appeared the within named Robert J.Linton and Hillie Linton, his wife, and each acknowledged the aforegoing deed to be their respective act.

Wm.D.K.Lee,

Justice of the Peace, (Seal)

Recorded 29th December 1906.

27

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT;

I HEREBY CERTIFY, That the aforgoing Deed is truly taken and copied from Liber G.W. No. 52, folio 483, one of the Land Records of Anne Arundel County.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the Seal of the Circuit Court for Anne Arundel County this 14th day of August 1954.

John H Hopkins 3rd.

JOHN H. HOPKINS, 3rd., Clerk.

(U.S. INT. REV. STAMP $1.50)

THIS DEED made this 22nd day of June in the year Nineteen hundred and one by Charles A. DuBois and Edwin D. Pusey, Trustees as herein after named of the first part, and Frederick L. Gelhaus of the Second part, all of Annapolis Maryland, WITNESSETH:

WHEREAS, by an Order of the Circuit Court for Anne Arundel County Sitting in Equity, passed on the 7th day of March 1901 in the matter of the Trust Estate of John R. and R. R.Magruder, No. 535 Equity, in the Circuit Court for Anne Arundel County, the parties of the First part as Trustees were authorized and directed to sell at preemptory Sale all the property of the said trust estate remaining unsold, or so much thereof as might be necessary to satisfy and pay the debts due by the said trust estate.

AND WHEREAS in execution of the said order of Sale the parties of the first part having previously given their bonds with approved Security as required by law, did advertise said property in the Evening Capital, a newspaper published daily at Annapolis Maryland, thereby giving more than three weeks notice of the time, place,manner and terms of sale.

AND WHEREAS, pursuant to said notice of Sale the said Trustees did afterwards sell the property herein after mentioned and hereby conveyed , at public sale at the Court House door, in the City of Annapolis, Maryland, on the 20th day of April 1901, to the party of the second part, at and for the sum of Twelve Hundred and twenty-five dollars, the receipt whereof is hereby acknowledged.

AND WHEREAS the said sale has been duly reported to and ratified by the Circuit Court for Anne Arundel County, and the said purchaser has fully paid the purchase money and is entitled to receive a deed therefor.

AND WHEREAS, by the order of the said Court, any two of the Trustees of the said trust estate, are authorized and directed to sell the said land and convey the same to the purchaser.

NOW, THEREFORE, in consideration of the premises and of the payment of the purchase money aforesaid, the parties of the first part, do by these presents, grant and convey unto Frederick

Filed 26 Apr., 1955.

29

L. J. Gelhaus, the following property Situate in the Second Election District of Anne Arundel County near the City of Annapolis, the same being a part of a tract of land called "Greenfield" laid down on a plat filed in the aforesaid Equity Case No. 535 made by E. Lacy Chinn, Surveyor, the part thereof hereby intended to be conveyed being described as follows:

ALL that tract of land lying on the public road known as the Spa Road, leading from the City of Annapolis toward Bay Ridge and bounded as follows: On the North by the aforesaid Spa Road, on the South by the tract of land lately conveyed by the parties of the first part to Patrick Lamb, said parcel so conveyed to the said Patrick Lamb being part of Greenfield, on the East by the land of Frederick Rullman, and on the West by the land of Marion D. K. Lee. The parcel of land, hereby intended to be conveyed being designated on the aforesaid plat filed in No. 535 Equity, as Blocks A. B. and C., excepting, however from Block A Lot No. 1 thereof, heretofore sold by Daniel R. Magruder, former Trustee in this Case, to Marcellus Calvert, and leaving in said block A, lots numbered consecutively two to nine inclusive. Said Block B Comprising lots numbered consecutively from one to twenty inclusive; block C comprising lots numbered from one to twenty-one inclusive.

The property hereby conveyed is subject to the rights of way heretofore granted, over the streets laid down on the said Plat, leading from the afore said public road called "The Spa Road", and on the said Plat designated as Greenfield Street, Nicholson Street and Sanford Street, and a copy of the said plat is filed for record with this deed.

TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, and all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in any wise appertaining.

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TO HAVE AND TO HOLD the above described premises unto and to the proper use and benefit of the said Frederick L. J. Gelhaus, his heirs and assigns in fee simple forever.

WITNESS our hands and Seals.

TEST: Charles A. DuBois (SEAL)

NANNIE S. STOCKETT Edwin D. Pusey (SEAL)

TRUSTEES.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 22nd day of June in the year Nineteen hundred and one before me the Subscriber a Notary Public of the State of Maryland, in and for Anne Arundel County personally appeared Edwin D. Pusey and Charles A. DuBois , Trustees aforesaid, and each acknowledged the aforegoing Deed to be their respective act and deed.

WITNESS my hand and Notarial Seal.

(NOTARY PUBLIC) NANNIE S. STOCKETT,

Notary Public.

Recorded 25 June, 1901.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY SCT:

I HEREBY CERTIFY, that the aforegoing DEED is truly taken and copied from Liber G.W. No.21, folio 258 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 14" day of August, A. D., 1954.

John H. Hopkins, 3rd CLERK.

31

APPRAISAL FOR F. L. J. GELHAUSE ESTATE:

Property known as 8, 10, 12 and 14 Greenfield Street, Annapolis, Maryland. These properties are cheap frame Row Houses, 2 Rooms each on 1st and 2nd Floors, no basements, plumbing or central heating plants. They rent for $4.50 each per week or $936.00 per annum. Since this property is rental or investment property it is our purpose to apprais same on that basis as we believe that an appropriate rate of return would be 10 percent and therefore the value of said property would be $9,360.00.

* * * * *

Property known as 817, 819, 821, 823, 825, 827, 829 Spa Road, Annapolis, Maryland. These seven row houses are of frame construction, consist of 3 rooms on the first floor and 2 rooms on the second floor. There are no cellars, plumbing or central heating plant. They each rent for $7.50 per week or $2,730.00 per annum. We believe the proper approach to fair market value is the capitalization of the annual income at the rate of 10 per cent and it is therefore our opinion that the proper fair market value of this property is $27,300.00.

* * * * *

Property known as 831 Spa Road, Annapolis, Maryland. This property is a frame 6 Room dwelling, no cellar, plumbing or central heating plant. The weekly rental is $7.50 or $390.per annum. We believe the proper approach to fair market value is the capitalization of the annual rental at the rate of lo per cent and it is therefore our opinion that the fair market value of this property is $3,900.00.

* * * * *

Property known as 821 West Street, Annapolis, Maryland. This property is a 7 Room frame dwelling. There is a bath room and a central heating plant. This dwelling is vacant at this time and we believe that a fair rental for the property would be $65.00 per month or $780.00 per annum. We believe that the condition of this property justifies an 8 percent return and therefore feel that the fair value of this property to be $9,775.00.

* * * * *

Property (vacant lot) in rear of 821 West Street. Annapolis, Maryland. This vacant lot in the rear of the dwelling known as 821 West Street adjoins StMary's Cemetery with an average width of approximately 148 feet, fronting on Spa Road and an average depth of 190 feet. We believe there is 28,120 square feet and that the fair market value is at the rate of $.25 per square foot or $7,030.00.

* * * * *

ANNAPOLIS, MD.,
February 2, 1955

Wm. H. Riley, Jr.

Examined Ghlt 4-5
Inv. - Sellers, et al
L. 11,184 Guilty
fee $4/26/58 Canc. JZ

Filed 26 Apr., 1955. Jos. D. Lazenby

LIBER 95 PAGE 483

Gloria G. Jones	:	No. 11184 Equity
	:	In the Circuit Court
vs.	:	for
Frederick L. J. Gelhaus, et al	:	Anne Arundel County
	:	

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SUBMISSION OF PROCEEDINGS FOR FINAL DECREE OF COURT

We, the undersigned, counsel for Plaintiff and Defendants, do hereby submit the proceedings in this case for a final decree.

George B. Worthington
Plaintiff's Solicitor

Mason L. Anderson
Solicitor for Elizabeth M. Worthington

Solicitor for Defendants

Filed 11 May, 1955.

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Gloria G. Jones	:	No. 11184 Equity
	:	In the Circuit Court
vs.	:	for
Frederick L. J. Gelhaus, et al	:	Anne Arundel County
	:	

: : : : : : : : : : :

D E C R E E

This cause standing ready for hearing and being submitted the proceedings were read and considered by the Court, and it appearing to the Court that the real estate in these proceedings mentioned cannot be divided in kind without material loss or injury

It is thereupon this 11th day of May, in the year 1955, by the Circuit Court for Anne Arundel County, ADJUDGED, ORDERED and DECREED that the real estate of said Frederick L. J. Gelhaus, deceased, in these proceedings mentioned be sold and that George B. Woolfe and Marvin I. Anderson and Allen D. Horsley, be, and they are hereby, appointed trustees to make sale of said real estate and their course and manner 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 penal sum of Sixty thousand dollars ($60,000), conditioned for the faithful performance of the trust reposed in them by this decree, or to be reposed in them by any future decree or order in the premises; they shall then proceed to make said sale, having given at least three weeks' notice by advertisement, inserted in such newspaper or newspapers published in Anne Arundel County as they shall think proper, of the time, place, manner and terms of sale, which terms shall be a deposit of ten per cent (10%) of the purchase price on the day of sale, balance to be paid in cash upon the ratification of said sale, deferred payments to bear interest at the rate of six per cent (6%) or all cash at the option of the purchasers, and, as soon as may be convenient after such sale or sales, the said Trustees shall return to this Court a full and parti-

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Filed 11 May, 1955

cular account of their proceedings relative to such sale, with an annexed affidavit of the truth thereof and of the fairness of said sale; and, on obtaining the Court's ratifiaction of the sale, and upon payment of the whole purchase money, and not before, the said Trustees shall, by a good and sufficient deed, to be executed, acknowledged and recorded according to law, convey to the purchaser or purchasers, his, her or their heirs, the property and estate to him, her or them sold, free, clear and discharged from all claim of the parties hereto, Plaintiff and Defendants, and those claiming by, from or under them, or either of them; and the said Trustees shall bring into this Court the money arising from said sale, to be distributed under the direction of this Court, after deducting the costs of this suit and such 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 Richardson
Judge

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LIBER 95 PAGE 486

GLORIA G. JONES	:	NO. 11,184 EQUITY
	:	IN THE
vs.	:	CIRCUIT COURT
FREDERICK L. J. GELHAUS, et al	:	FOR
	:	ANNE ARUNDEL COUNTY

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, George B. Woelfel, Allan D. Hausley, 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 Sixty Thousand ($60,000.00) 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 6th day of June in the year of our Lord one thousand and nine hundred and fifty-five.

WHEREAS, the above bounden George B. Woelfel, Allan D. Hausley, 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 May 11, 1955, to make sale of the property mentioned in the proceedings in the case of Gloria G. Jones vs. Frederick L. J. Gelhaus, et al, known as No. 11,184 Equity now pending in said Court.

NOW, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bounden George B. Woelfel, Allan D. Hausley, and Marvin I. Anderson do and shall well and faithfully perform the

Filed 8 June, 1955.

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

Signed, Sealed & delivered in the presence of
Catherine N. Botts

George B. Maeffel (SEAL)

[illegible] (SEAL)

Marvin [illegible] (SEAL)

WITNESS AS TO SURETY
Rose M. Bausch
Rose M. Bausch

NATIONAL SURETY CORPORATION
BY: Cookman [illegible]

SURETY CORPORATION NEW YORK CORPORATE SEAL

approved this 8 June, 1955
John H. Hopkins, 3rd, Clerk.

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NATIONAL SURETY CORPORATION

New York

LIBER 95 PAGE 488

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 1.—Appointment.—The President, Executive Vice President or any Vice President may, from time to time, appoint Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the Chairman or the President and sealed and attested by the Secretary. (Adopted April 28, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority to execute, acknowledge and deliver for and in the name and on behalf of the Corporation any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended May 25, 1933. Applies to all powers of attorney executed prior to July 30, 1935).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by the President and sealed and attested by the Secretary. (As amended July 30, 1935. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 4.—Attorneys-in-Fact.—Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary. (As amended April 27, 1943. Applies to all powers of attorney executed on or after that date).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to a copy of the By-laws of the Corporation or any Article or Section thereof. (Adopted April 28, 1933. Applies to all powers of attorney executed prior to May 25, 1933).

"Section 7.—Attorneys-in-Fact.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the corporation or any Article or Section thereof. (As amended May 25, 1933. Applies to all powers of attorney executed prior to April 27, 1943).

"Section 7.—Attorneys-in-Fact—Verifications.—Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts, agreements of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended April 27, 1943. Applies to all powers of attorney executed prior to June 27, 1944).

"Section 7.—Attorneys-in-Fact—Verifications—Certifications.—Attorneys-in-Fact are hereby authorized to verify, by affidavit or otherwise, the authority to execute bonds, recognizances, contracts, agreements of indemnity, and other conditional or obligatory undertakings; and to certify, by affidavit or otherwise, as to the inspection or examination of assets of the estates, where the fiduciary responsible for such assets is bonded by the Corporation; and they are also authorized and empowered to certify to copies of the By-laws of the Corporation or any Article or Section thereof. (As amended June 27, 1944. Applies to all powers of attorney executed on or after that date).

IN WITNESS WHEREOF, NATIONAL SURETY CORPORATION has caused these presents to be signed by its Vice President, attested by its Assistant Secretary, and its corporate seal to be hereto affixed this 6TH day of MARCH A.D., 19 52

NATIONAL SURETY CORPORATION

By S. G. DRAKE
Vice President

(Seal)

ATTEST: A. N. MacDOUGALL
Assistant Secretary

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 6TH day of MARCH A.D., 19 52

before me personally came S. G. DRAKE, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice President of NATIONAL SURETY CORPORATION, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said 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.

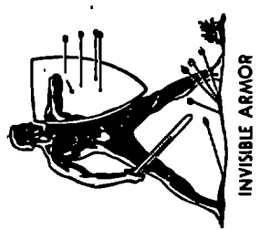
(Notarial seal affixed) ELIZABETH C. KING
Notary Public

STATE OF MARYLAND
COUNTY OF [redacted] 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 [redacted] BALTIMORE, MD. this 6th day June A.D. 19 53

Mary E. Johnson
Resident Assistant Secretary and Attorney-in-Fact



NATIONAL SURETY CORPORATION *New York*

GENERAL POWER OF ATTORNEY

—TO—

ON

DATE 19

F. 2014

LIBER 95 PAGE 490

PUBLIC SALE

OF VALUABLE

REAL ESTATE

PROPERTIES KNOWN AS NOS. 8-10-12-14 GREENFIELD STREET.

PROPERTIES KNOWN AS NOS. 817-819-821-823-825-827-829 SPA ROAD.

PROPERTY KNOWN AS NO. 831 SPA ROAD.

PROPERTY KNOWN AS NO. 821 WEST STREET AND THE LOT OF GROUND IN REAR RUNNING THROUGH TO SPA ROAD.

Under and by virtue of the decree of the Circuit Court for Anne Arundel County dated May 11th, 1955, and passed in a cause therein depending wherein Gloria G. Jones, was plaintiff, and Frederick L. J. Gelhause, et al, were defendants, the same being No. 11184 Equity, in the Circuit Court for Anne Arundel County, the undersigned were duly appointed trustees to make sale of the real estate in the said decree mentioned and hereinafter described, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Wednesday, June 8th, 1955

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

Item 1. All that lot or parcel of ground having a frontage of 85 feet on Greenfield Street with an even depth of 100 feet therefrom.

IMPROVEMENTS: Houses Nos. 8-10-12-14 Greenfield Street.

MANNER OF SALE: These four houses, each containing four rooms and no bath with the aforesaid lot, will be offered in one parcel and the bid reserved and then re-offered as an entirety with Item 2 and the combined bids for Item 1 and Item 2 and the individual bid will be totaled and compared with the entirety bid and will be sold in the manner producing the highest amount.

Item 2. All that lot of ground situate on the southeast corner of Spa Road and Greenfield Street in the City of Annapolis having a frontage on Spa Road of 100 feet and a depth of 130 feet on Greenfield Street and 100 feet on the east side.

IMPROVEMENTS: This property is improved by houses Nos. 817-819-821-823-825-827-829 Spa Road, each containing three rooms on the first floor and two rooms on the second floor.

MANNER OF SALE: Each house will be offered individually and the lot will be divided by a straight line running from Spa Road through the partition walls. The individual bids being reserved, the realty listed under Item 2, will then be offered as an entirety again reserving the individual bids. Said properties in Items 1 and 2 will then be offered as an entirety and sold in a manner which produces the highest figure.

Item 3. All that lot on the corner of Spa Road and Greenfield Street having a frontage on Spa Road of 30 feet and an even depth of 215 feet on Greenfield Street and 220 feet on the west side.

IMPROVEMENTS: This property is improved by a six room frame dwelling known as No. 831 Spa Road.

MANNER OF SALE: This property will be offered for sale individually to the highest bidder.

Item 4. This property is situate on West Street having a frontage of 40 feet and an even depth of 160 feet.

IMPROVEMENTS: This property is improved by a modern nine room and bath, slate shingles over frame, dwelling with automatic oil burner hot water heating plant and known as No. 821 West Street.

MANNER OF SALE: This property will be offered for sale and the bid reserved and then offered in connection with Item 5 and sold in the manner which produces the higher bid.

Item 5. A lot in the rear of Item 4 having a frontage of 160 feet, more or less, on Spa Road with a depth of 215 feet on the west side and 145 feet on the east side.

MANNER OF SALE: This lot will be offered individually and the bid reserved and then will be offered as an entirety in connection with Item 4 and sold by the method producing the highest total bid.

TERMS OF SALE: A deposit of 10% in cash will be required of the purchasers on the day of sale, balance to be paid in cash upon the final ratification of the sale, or all cash at the option of the purchasers. Deferred payments to bear interest at the rate of 6%.

For further particulars see following trustees.

GEORGE B. WOELFEL
9-11 School Street

MARVIN I. ANDERSON
20 West Street

ALLEN D. HOUSLEY
89 College Avenue

ROBERT H. CAMPBELL, Auctioneer

Filed 10 June, 1955.

LIBER 95 PAGE 492

AUCTIONEER'S CERTIFICATE

June 8th, 1955.

I hereby certify that upon this 8th day of June, 1955, I sold all those lots or parcels of ground improved by Houses Nos. 8-10-12-14 Greenfield Street and Houses Nos 817-819-821-823-825-827-829 Spa Road, to The Legum Realty Corporation at and for the sum of Sixteen Thousand ($16,000) Dollars, it being at that figure the highest bidder therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

George B. Morefield

Robert H. Campbell (Seal)
Auctioneer

PURCHASER'S AGREEMENT

I hereby certify that upon this 8th day of June, 1955, I purchased the above described property from Robert H. Campbell, Auctioneer, at and for the sum of Sixteen thousand ($16000) Dollars and I do hereby agree to comply with the terms of said sale.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

Edward H. Legum
Secretary Treasurer

The Legum Realty Corporation.
by (Seal)
Purchaser
President

PUBLIC SALE

OF VALUABLE

REAL ESTATE

PROPERTIES KNOWN AS NOS. 8-10-12-14 GREENFIELD STREET.

PROPERTIES KNOWN AS NOS. 817-819-821-823-825-827-829 SPA ROAD.

PROPERTY KNOWN AS NO. 831 SPA ROAD.

PROPERTY KNOWN AS NO. 821 WEST STREET AND THE LOT OF GROUND IN REAR RUNNING THROUGH TO SPA ROAD.

Under and by virtue of the decree of the Circuit Court for Anne Arundel County dated May 11th, 1955, and passed in a cause therein depending wherein Gloria G. Jones, was plaintiff, and Frederick L. J. Gelhause, et al, were defendants, the same being No. 11184 Equity, in the Circuit Court for Anne Arundel County, the undersigned were duly appointed trustees to make sale of the real estate in the said decree mentioned and hereinafter described, will offer for sale at public auction at the Court House door in the City of Annapolis, Maryland, on

Wednesday, June 8th, 1955

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

Item 1. All that lot or parcel of ground having a frontage of 85 feet on Greenfield Street with an even depth of 100 feet therefrom.

IMPROVEMENTS: Houses Nos. 8-10-12-14 Greenfield Street.

MANNER OF SALE: These four houses, each containing four rooms and no bath with the aforesaid lot, will be offered in one parcel and the bid reserved and then re-offered as an entirety with Item 2 and the combined bids for Item 1 and Item 2 and the individual bid will be totaled and compared with the entirety bid and will be sold in the manner producing the highest amount.

Item 2. All that lot of ground situate on the southeast corner of Spa Road and Greenfield Street in the City of Annapolis having a frontage on Spa Road of 100 feet and a depth of 130 feet on Greenfield Street and 100 feet on the east side.

IMPROVEMENTS: This property is improved by houses Nos. 817-819-821-823-825-827-829 Spa Road, each containing three rooms on the first floor and two rooms on the second floor.

MANNER OF SALE: Each house will be offered individually and the lot will be divided by a straight line running from Spa Road through the partition walls. The individual bids being reserved, the realty listed under Item 2, will then be offered as an entirety again reserving the individual bids. Said properties in Items 1 and 2 will then be offered as an entirety and sold in a manner which produces the highest figure.

Item 3. All that lot on the corner of Spa Road and Greenfield Street having a frontage on Spa Road of 30 feet and an even depth of 215 feet on Greenfield Street and 220 feet on the west side.

IMPROVEMENTS: This property is improved by a six room frame dwelling known as No. 831 Spa Road.

MANNER OF SALE: This property will be offered for sale individually to the highest bidder.

Item 4. This property is situate on West Street having a frontage of 40 feet and an even depth of 160 feet.

IMPROVEMENTS: This property is improved by a modern nine room and bath, slate shingles over frame, dwelling with automatic oil burner hot water heating plant and known as No. 821 West Street.

MANNER OF SALE: This property will be offered for sale and the bid reserved and then offered in connection with Item 5 and sold in the manner which produces the higher bid.

Item 5. A lot in the rear of Item 4 having a frontage of 160 feet, more or less, on Spa Road with a depth of 215 feet on the west side and 145 feet on the east side.

MANNER OF SALE: This lot will be offered individually and the bid reserved and then will be offered as an entirety in connection with Item 4 and sold by the method producing the highest total bid.

TERMS OF SALE: A deposit of 10% in cash will be required of the purchasers on the day of sale, balance to be paid in cash upon the final ratification of the sale, or all cash at the option of the purchasers. Deferred payments to bear interest at the rate of 6%.

For further particulars see following trustees.

GEORGE B. WOELFEL
9-11 School Street

MARVIN I. ANDERSON
20 West Street

ALLEN D. HOUSLEY
89 College Avenue

ROBERT H. CAMPBELL, Auctioneer

Filed 10 June, 1953.

AUCTIONEER'S CERTIFICATE

June 8th, 1955.

I hereby certify that upon this 8th day of June, 1955, I sold all that lot on the corner of Spa Road and Greenfield Street improved by house No. 331 Spa Road to Nathen Greenberg and Estelle L. Greenberg, his wife, at and for the sum of Thirty-one Hundred ($3100) Dollars, they being at that figure the highest bidders therefore.

Witness my hand and seal placed hereon the day and year first above written.

Witness:

Noah G. Hillman

Robert H. Campbell (Seal)
Robert H. Campbell,
Auctioneer

PURCHASER'S AGREEMENT

We hereby certify that upon this 8th day of June, 1955, We purchased the above described property from Robert H. Campbell, Auctioneer, at and for the sum of Thirty-one Hundred ($3100) Dollars, and We do hereby agree to comply with the terms of said sale.

Witness our hands and seals placed hereon the day and year first above written.

Witness:

Noah G. Hillman

Nathen Greenberg (Seal)
Purchaser
Estelle L. Greenberg (Seal)
by N Greenberg
Agent

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Filed 10 June, 1955.

Gloria G. Jones	:	No. 11184 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Frederick L.J. Gelhaus, et al.	:	Anne Arundel County

: : : : : : : : : :

REPORT OF SALE

To the Honorable, the Judges of said Court:

The report of George B. Woelfel, Marvin I. Anderson and Allen D. Housley, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 11th day of May, 1955, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after having giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper, printed and published in Anne Arundel County aforesaid, for at least three successive weeks before the day of sale, your Trustees, pursuant to said notice, did attend at the Court House door in the City of Annapolis, Maryland, on Wednesday, June 8th, 1955, at 10 o'clock AM, DST, and then and there offered said property as follows:

Item 1. Your Trustees offered all that lot or parcel of ground adjoining the Annapolis High School grounds on the east side of Greenfield Street having a frontage of 85 feet with an even depth of 100 feet together with houses numbered 8-10-12-14 Greenfield Street and the high bid therefore was Five Hundred ($500) Dollars, said bid was reserved.

Item 2. Your Trustees then offered all that lot of ground situate on the southeast corner of Spa Road and Greenefield Street in the City of Annapolis, having a frontage on Spa Road of 100 feet and a depth of 130 feet on Greenfield Street and 100 feet on the

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Filed 10 June, 1955.

east side. This property is improved by seven houses Nos. 817-819-821-823-825-827-829 Spa Road. Each house was offered individually and the lot was to be divided by a straight line running from Spa Road through the partition wall. Your Trustees received a bid of Seven Hundred Fifty ($750) Dollars each for said houses or a total of Fifty-two Hundred Fifty ($5250) Dollars for these seven houses. The Legum Realty Corporation being the high bidder. Said bid was reserved and Item 2 was offered as an entirety and Seven Thousand ($7000) Dollars was the highest bid for Item 2 made by The Legum Realty Corporation, thereupon, your Trustees offered for sale the combination of Item 1 and Item 2 as reported in this report and sold the same to The Legum Realty Corporation at and for the sum of Sixteen Thousand ($16,000) Dollars, it being the highest bidder therefore, and the said combined bid, exceeding the total of the individual bids, the said high bid of Sixteen Thousand ($16,000.) Dollars made by The Legum Realty Corporation as aforesaid was accepted.

Item 3. Your Trustees thereupon offered Item 3, all that lot on the corner of Spa Road and Greenfield Street having a frontage of 30 feet on Spa Road and a depth of 215 feet on Greenfield Street and 220 feet on the west side, and your Trustees sold said property to Nathan Greenberg and Estelle L. Greenberg, his wife, at and for the sum of Thirty-One Hundred ($3100) Dollars, they being at that figure the highest bidders therefore.

Item 4. A lot of ground situate on West Street having a frontage of 40 feet and an even depth of 160 feet, improved by a dwelling No. 821 West Street. Fred Voges at Six Thousand ($6,000) Dollars was the highest bidder for said property. Said bid was thereupon reserved.

Item 5. A lot of ground in the rear of Item 4 having a frontage of 160 feet, more or less, on Spa Road with a depth of 215 feet on the west side and 145 feet on the east side, adjoining the east side of the Catholic Cemetery, was offered for sale and Fred Voges at Thirty-Seven Hundred Fifty ($3,750) Dollars was the highest bidder, therefore, the said bid was reserved and Items 4

and 5 were offered as an entirety and Thirteen Thousand ($13,000.) Dollars bid by Elizabeth A. Kramer was the highest bid, therefore, said bid exceeded the total individual bids for Items 4 and 5, nevertheless, your Trustees determining that the real estate had a greater market value and said bid of Thirteen Thousand ($13,000.) Dollars was rejected by the said Trustees and Items 4 and 5 were withdrawn from the sale.

Your Trustee report that the said The Legum Realty Corporation made a deposit of Sixteen Hundred ($1,600.) Dollars at the time of sale and agreed to comply with the terms of said sale.

And your Trustees further report that Nathan Greenberg and Estelle L. Greenberg, his wife, made a deposit of Three Hundred Ten ($310.) Dollars at the time of the sale and agreed to comply with the terms of said sale.

Respectfully submitted,

George B. Woelfel

Marvin I. Anderson

Allen D. Housley
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 3th day of June, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Marvin I. Anderson and Allen D. Housley, Trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief; and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Mary M. Hoff, Notary Public

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LIBER 95 PAGE 499

ORDER NISI

Gloria G. Jones

versus

Frederick L. J. Gelhaus,
Elmer E. Gelhaus,
Eugene E. Gelhaus, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,184 Equity

Ordered, this 10 day of June, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Marvin I. Anderson and Allen D. Housley, Trustees,

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

The report states that the amount of sales ~~to be~~ were $ 19,100.00.

John F. Hopkins, 3rd, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 10 June, 1955.

Gloria G. Jones

versus

Frederick L. J. Gelhaus,
Elmer E. Gelhaus,
Eugene E. Gelhaus, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 16th day of July, 1955, that the sale made and reported by the Trustees aforesaid, be and the same is hereby Ratified and Confirmed no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi, passed in said cause; and the Trustees allowed the usual commissions and such proper expenses as they shall produce vouchers for the Auditor.

Benjamin Michaelson
Judge

Filed 16 July, 1955.

LIBER 95 PAGE 500

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. 11,184 Equity

GLORIA G. JONES

Vs.

FREDERICK L. J. GELHAUS, ELMER E. GELHAUS, EUGENE E. GELHAUS, et al.

Ordered, this 10th day of June, 1955, That the sale of the Real Estate in these Proceedings mentioned, made and reported by George B. Woelfel, Marvin I. Anderson and Allen D. Housley, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 15th day of July next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 15th day of July next.

The report states that the amounts of sales were $10,100.00.

JOHN H. HOPKINS, 3rd., Clerk.

True Copy, TEST:

JOHN H. HOPKINS, 3rd., Clerk.

jy-5

No. E. C. .....

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CERTIFICATE OF PUBLICATION

Annapolis, Md., July 13, 1955

We hereby certify, that the annexed

Order Nisi

Eq. 11,184

Gloria G. Jones

vs.

Frederick L. J. Gelhaus et al

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 6th day of July, 1955. The first insertion being made the 14th day of June, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghman

Filed 15 July, 1955.

Gloria G. Jones	:	No. 11184 Equity
	:	In the
vs.	:	Circuit Court
	:	for
Frederick L. J. Gelhaus, et al.	:	Anne Arundel County
	:	

: : : : : : : : : :

REPORT OF PRIVATE SALE

To the Honorable, the Judge of said Court:

The report of George B. Woelfel, Marvin I. Anderson and Allen D. Housley, Trustees, appointed by a decree of this Court, passed in the above entitled cause, dated the 11th day of May, 1955, to make sale of certain real estate therein mentioned, respectfully shows:

That after giving bond with security for the faithful performance of their trust, and after having complied with all the other prerequisites, as required by law and the said decree, and after having giving notice of the time, place, manner and terms of sale by advertisements inserted in the Evening Capital, a daily newspaper, printed and published in Anne Arundel County aforesaid, for at least three successive weeks before the day of sale, your Trustees, pursuant to said notice, did attend at the Court House door in the City of Annapolis, Maryland, on Wednesday, June 8th, 1955, at 10 o'clock AM, DST, and then and there offered said property described under Items 4 and 5 on said handbills for sale, which said property was described as having a frontage of 40 feet on West Street and an even depth of 160 feet together with a lot in the rear of item 4 having a frontage of 160 feet, more or less, on Spa Road with a depth of 215 feet on the west side and 145 feet on the east side and the high bid therefore was Thirteen Thousand ($13,000) Dollars, whereupon, the said offer was rejected as is more fully disclosed by the Trustees' first report of sale filed in this cause, and your Trustees now report that they have entered into a contract to sell the said property for Sixteen Thousand ($16,000) Dollars

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Filed: 16 Sept 1955

to John M. Thomas and Hallie Q. Thomas, his wife, a deposit of Five Hundred ($500) Dollars having been received, said sale being made subject to ratification of this court.

Respectfully submitted,

George B. Woelfel

Marvin I. Anderson

Allen D. Housley
Trustees

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I hereby certify that upon this 8th day of September, in the year 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County aforesaid, personally appeared George B. Woelfel, Marvin I. Anderson and Allen D. Housley, Trustees named in the above report of sale, and made oath in due form of law, that the matters and things stated in the aforegoing report are true to the best of their knowledge and belief; and that the sale therein reported was fairly made.

Witness my hand and seal Notarial.

Notary Public

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CONTRACT OF SALE—Form 19.

LIBER 95 PAGE 503

THIS AGREEMENT, Made this 8th day of September nineteen hundred and fifty-five , between

George B. Woelfel, Marvin J. Anderson, Allan D. Housley

Trustees of Frederick L. J. Gelhaus Estate

of the first part

John M. Thomas and Hallie Q. Thomas, his wife

of the second part.

Witnesseth, that the said parties of the first part do hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Anne Arundel County

All that property situate on West Street having a frontage of 40' and even depth of 160' known as 821 West Street and all that property to the rear of the above lot having a frontage of 160', more or less, on Spa Road with a depth of 215' on the West side and 145' on the East side.

At and for the price of sixteen thousand ($16,000.00) Dollars,

of which five hundred ($500.00) Dollars,

have been paid prior to the signing hereof and the balance to be paid as follows:

Balance to be paid in cash upon final ratification of this sale by the Circuit Court for Anne Arundel County in Equity.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee. One-half cost of Revenue Stamps to be paid by Vendor.

Taxes, insurance, water rent to be adjusted as of the date of this Contract.

~~to be paid or allowed for by the Vendor ... nineteen hundred and~~ It being understood and agreed that this Contract is made subject to the ratification ~~This is the essence of this contract~~ by the Circuit Court for Anne Arundel County in Equity.

Witness our hands and seals.

TEST:

George F. Woelfel Jr.

Champ T. Watson

George B. Woelfel (SEAL)

Marvin J. Anderson [SEAL]

Allan D. Housley [SEAL]
Trustees

John M. Thomas [SEAL]

Hallie Q. Thomas [SEAL]

Filed: 16 Sept 1955

LIBER 95 PAGE 504

ORDER NISI

Gloria G. Jones

versus

Frederick L. J. Gelhaus
Elmer E. Gelhaus
Eugene E. Gelhaus, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,184 Equity

Ordered, this 16th day of September, 1955, That the sale of the Real Estate in these Proceedings mentioned made and reported by George B. Woelfel, Marvin L. Anderson and Allen D. Housley, Trustees,

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

The report states that the amount of sales ~~made~~ was $16,000.00.

George T. Cromwell Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed: 16 Sept. 1955

Gloria G. Jones

versus

Frederick L. J. Gelhaus
Elmer E. Gelhaus
Eugene E. Gelhaus, et al

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 24th day of October, 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

50

Filed 24 Oct., 1955.

LIBER 95 PAGE 505

OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

Legal Notices

Order Nisi

IN THE CIRCUIT COURT

FOR ANNE ARUNDEL COUNTY
No. 11,184 Equity

GLORIA G. JONES
Vs.
FREDERICK L. J. GELHAUS, ELMER E. GELHAUS, EUGENE E. GELHAUS, et al.

Ordered, this 16th day of September, 1955. That the sale of the Real Estate in these Proceedings mentioned made and reported by George B. Woelfel, Marvin J. Anderson and Allen D. Housley, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 31st 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 21st day of October next.

The report states that the amount of sale was $16,000.00.

GEORGE T. CROMWELL, Clerk.

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

o-10

No. E.C. 37

CERTIFICATE OF PUBLICATION

Annapolis, Md., October 12, 1955

We hereby certify, that the annexed

Order Nisi Sale
Eq. 11,184
Frederick L. J. Gelhaus
$16,000.00

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 21st day of October, 1955. The first insertion being made the 19th day of September, 1955.

THE CAPITAL-GAZETTE PRESS, INC.

By D. T. Gelhaus

Filed 24 Oct., 1955.

LIBER 95 PAGE 506

In the Case of

Gloria G. Jones

vs.

Frederick L. J. Gelhaus,
et al

In the

Circuit Court

For

Anne Arundel County

No. 11,184 Equity

To the Honorable, the Judges of said Court:

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

February 27, 1956

All of which is respectfully submitted.

Auditor.

Dr. Gloria G. Jones vs. Frederick L. J. Gelhaus, et al in ac.

To Trustees for Commissions, viz:	985	81	985	81
To Trustees for Court costs, viz:				
Plaintiff's Solicitor's appearance fee	10	00		
Defendants' Solicitors' appearance fee	10	00		
Clerk of Court - Court costs	80	75		
Jos. W. Alton, Jr. - Sheriff's costs	8	70		
Jos. C. Deegan - Sheriff's costs	2	35		
Chipman W. Cunningham - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	7	00		
Auditor - stating this account and copies	162	00	290	80
To Trustees for Expenses, viz:				
Clerk of Court - recording deed from Gelhaus and Housely, Trustees, and certified copy	9	50		
Capital-Gazette Press - advertising sale	68	76		
Capital-Gazette Press - order nisi on first sale	8	00		
Capital-Gazette Press - order nisi on second sale	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Speer Publications, Inc. - handbills	15	54		
National Surety Corp. - bond premium	240	00		
Robert H. Campbell - auctioneer's fee	95	50		
George B. Woelfel - fee for legal services rendered (Order 1/6/56)	700	00		
Clerk of Court - certified copies 4 deeds	11	25		
One-half Federal and State documentary stamps -sale of 8-14 Greenfield Street and 817-829 Spa Road	17	60		
One-half Federal and State documentary stamps - sale of 831 Spa Road	3	85		
One-half Federal and State documentary stamps - sale of 821 West Street	17	60		
Mary M. Hoff - notary fees	3	00	1,204	60
To Trustees for Taxes, viz:				
1955 Annapolis City taxes on 821 West Street ($108.28) adjusted - six months	54	14	54	14
To Trustees for Benefit Charges, viz:				
Annapolis Water Department: Water rent from 5/21 to 6/8/55 on 8-14 Greenfield Street and 817-829 Spa Road	9	35		
Water rent from 11/11/55 to 2/10/56 on 821 West Street	3	26	12	61
BALANCE FOR DISTRIBUTION - $32,893.40				
Distributed to the children and heirs at law of Theodore L. J. Gelhaus in accordance with Decree of 5/10/54, passed in #4497 Equity, viz:				
I.(a) To Elizabeth M. G. Worthington, Widow of Theodore G. Gelhaus, who died 6/15/23 - one-sixteenth	2,055	84		

(b) To Children and Heirs at Law of Antoinette M. Gelhaus, mother of Theodore G. Gelhaus, viz:			
(1) Frederick L. G. Gelhaus, Jr., son- one-one hundred and twelfth - $293.69			
LESS direct inheritance tax 2.94	290	75	
(2) Elmer E. Gelhaus, son - one- one hundred and twelfth $293.69			
LESS direct inheritance tax 2.94	290	75	
(3) Eugene E. Gelhaus, son - one- one hundred and twelfth $293.69			
LESS direct inheritance tax 2.94	290	75	
(4) Louise G. Housley, daughter - one- one hundred and twelfth $293.69			
LESS direct inheritance tax 2.94	290	75	
(5) Gloria E. Jones, daughter - one- one hundred and twelfth $293.69			
LESS direct inheritance tax 2.94	290	75	
(6) Thelma J. Lichtenberger, grand-daughter- one-one hundred and twelfth $293.69			
LESS direct inheritance tax 2.94	290	75	
(7) G. Oden Pumphrey, grandson - one- one hundred and twelfth $293.69			
LESS direct inheritance tax 2.94	290	75	
II. To Frederick L. J. Gelhaus, son - one-eighth	4,111	67	
III. To Elmer E. Gelhaus, son - one-eighth	4,111	67	
IV. To Eugene E. Gelhaus, son - one-eighth	4,111	67	
V. To Louise G. Housley - daughter - one-eighth	4,111	68	
VI. To Gloria E. Jones, daughter - one-eighth	4,111	68	
VII. To Thelma J. Lichtenberger, granddaughter - one-eighth	4,111	68	
VIII. To Oden F. Pumphrey, grandson - one-eighth	4,111	68	
To H. Stanley Clark, Register of Wills - total direct inheritance tax	20	58	32,893 40
			35,441 36

with

Cr.

George B. Woelfel, Marvin I. Anderson and Allan D. Housley, Trustees

1955					
June	8	Proceeds of Sale of 8-10-12-14 Greenfield Street, and 817-819-821-823-825-827 and 829 Spa Road	16,000 00		
		Interest on deferred payment of $14,400.00 to 7/21/55	103 20	16,103	20
June	8	Proceeds of sale of #831 Spa Road	3,100 00		
		Interest on deferred payment of $2,790.00 to 12/15/55	87 19	3,187	19
Sept.	8	Proceeds of Sale of #821 West Street and lot in rear thereof	a 16,000 00	16,000	00
		REFUNDS			
June	8	1955 State and County taxes on 8-10-12-14 Greenfield Street, and 817-819-821-823-825-827 and 829 Spa Road (adjusted to 6/8/55)	113 61		
		1954 Annapolis City taxes on above property (adjusted to 6/8/55)	10 35		
		1955 State and County taxes on 831 Spa Road (adjusted to 6/8/55)	21 53		
		1954 Annapolis City taxes on 831 Spa Road (adjusted to 6/8/55)	1 68		
		Water rent for 831 Spa Road from 6/8/55 to 8/20/55	3 80	150	97
				35,441	36

LIBER 95 PAGE 510

ORDER NISI

Gloria G. Jones

VERSUS

Frederick L. J. Gelhaus, et al

In the

CIRCUIT COURT

For

ANNE ARUNDEL COUNTY

No. 11,184 Equity.

ORDERED, This 28th day of February, 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 2nd day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of April next.

George J. Cromwell, Clerk

Filed FEB 29 1956

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 3d day of April, 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.

Md. 3 Apr. 1956

LIBER 95 PAGE 511 OFFICE OF

Evening Capital

Published by

THE CAPITAL-GAZETTE PRESS, INC.

HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING

CERTIFICATE OF PUBLICATION

Annapolis, Md., March 23, 1956

We hereby certify, that the annexed Order Nisi Eq. 11,184 Auditor Account Frederick L. J. Gelhaus

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 3 successive weeks before the 2nd day of April, 1956. The first insertion being made the 29th day of February, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By [signature]

Filed: 3 Apr 1956.

Legal Notices

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO. 11,184 EQUITY

Gloria G. Jones
versus
Frederick L. J. Gelhaus, et al.

Ordered, this 28th day of February, 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 2nd day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 2nd day of April next.

GEORGE T. CROMWELL, Clerk

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-14

No. E.C. 4314

WESLEY GROSS 2007 Ruxton Ave. Baltimore, Maryland Plaintiff	*	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
VS	*	
RANDALL GROSS 2110 Druid Hill Ave. Baltimore, Maryland	*	EQUITY NO. 11,170
WILLIAM GROSS 1107 Argyle Ave. Baltimore, Maryland	*	
OLLVIA WILLIAMS 402 Chester Ave. Annapolis, Maryland	*	
LOUISA JONES 1316 Mediterranean Atlantic City, N. J.	*	
ANNIE DENNIS 1102 Stockton St. Baltimore, Maryland	*	
EMMA OWENS 1214 Whitelock St. Baltimore, Maryland	*	
JOHN WILLIAM GROSS 37 Carroll St. Annapolis, Maryland	*	
ALBERTA SHANNON 539 Hamburg St. Baltimore, Maryland	*	
HENRY RICHARDSON 1411 Argyle St. Baltimore, Maryland	*	
BERTINIA HAYWOOD 1326 Smithson St. Baltimore, Maryland	*	
ELLA DOWNER 11 Woodyear St. Baltimore, Maryland	*	
MARCELLUS SIMMES 1530 Argyle St. Baltimore, Maryland	*	
CHARLOTTE FELTON 1528 Argyle St. Baltimore, Maryland	*	
DOROTHY HAMMOND 402 Chester St. Annapolis, Maryland	*	

****

BILL OF COMPLAINT

The Plaintiff, Wesley Gross, by Linwood L. Clark, his attorney, respectfully represents:

1. That the Plaintiff, Wesley Gross is a surviving brother of one Augustus Gross who departed this life intestate November 5, 1937.

2. That the said Augustus Gross was survived by the following brothers: Wesley Gross, the Plaintiff, and William Gross,

Filed 1 Nov, 1954

and the following sisters: Olivia Williams and Louisa Jones, all of whom are still living, that Augustus Gross was also survived by a sister Maggie Young who died July 17, 1947, survived by the following children now living, Annie Dennis and Emma Owens; a brother Rev. Benjamin Gross who died January 21, 1952, survived by his son John William Gross, Emma Johnson who died childless; Mary Frances Richardson who died July 15, 1952, survived by the following children, all of whom are still living Alberta Shannon, Henry Richardson, Bertinia Haywood, Ella Downer Marcellus Simmes, and Charlotte Felton; Elizabeth Gross Thompson who died in 1953 survived by the following child, Dorothy Hammond all of which nephews and neices of Augustus Gross are herein joined as defendants with the address of each. And all sui juris.

3. That the said Augustus Gross at the time of his death was the owner in fee simple of a lot of ground located in the Second Election District of Anne Arundel County and described as follows:

> "Beginning at a point 82 feet 6 inches in a Northeasterly direction from the north east corner of Chester Ave. and Fourth Streets, it being the Northwest corner of the lot now owned by Samuel Frazier and running thence with the Southeast side of said Ave. north 57 degrees 45 minutes east 42 feet 6 inches to the line of the lot owned by Mary Snowden, then south 32 degrees 15 minutes west 132 feet, then south 57 degrees 45 minutes west 42 feet 6 inches, then with Fraziers lot north 32 degrees 15 minutes west 132 feet to the beginning. Containing 5610 square feet."
> Together with all the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appurtaining to Have and to hold the above described premises unto and to the proper use and benefit of the said Augustus Gross, his heirs and assigns forever. Recorded among the Land Records of Anne Arundel County in Liber G.W. 15, folio 425.

4. That it appears said land cannot be divided without loss or injury to the parties interested, all of whom are herein named.

5. A certified copy of which deed to said Augustus Gross is filed herewith as a part of these preceedings marked Plaintiff's Exhibit A.

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5. That on the 10th of October, 1938, Joseph H. Pepper, Collector of Taxes for State of Maryland and Anne Arundel County sold said lot at public auction in Anne Arundel for taxes in arrears, for the sum of $28.37 (as shown by the certificate of sale filed herewith) as Plaintiff's Exhibit B, which sale was reported to this Honorable Court on the 7th day of November, 1938, and finally ratified on the 5th day of January, 1939, as shown among the Tax Sales Records in Liber F.A.M. 26, Folio 297. Therefore the said sale, report and ratification occurred after the death of said owner, Augustus Gross.

6. That on the 14th day of April, 1942, the said County Commissioners of Anne Arundel County sold and conveyed said lot to Wesley Gross, the Plaintiff herein, as shown by the original deed to him filed herewith as Plaintiff's Exhibit C.

7. That the said Wesley Gross, in addition to the purchase price of $200.00 paid to the County Commissioners of Anne Arundel County for said lot, he has sonce expended for taxes the sum of $80.00, sewage benefits $225.10, for cleaning said lot at different times as required $20.00, and $25.00 counsel fee for preparing said deed.

WHEREFORE the Plaintiff prays:

(a) That this Honorable Court assume jurisdiction for the purpose of ruling on the validity vel non of the said tax sale of said lot.

(b) That if said tax sale be declared void, the Plaintiff prays for the appointment of a Trustee to make sale of said lot owned by said Augustus Gross at the time of his death, and now owned in common by the parties to this cause, and after payment of the costs of this proceeding, and reimbursement to the Plaintiff for said purchase price and legitimate out of pocket payments as said purchaser of said lot and distribute the net proceeds to the heirs of said Augustus Gross as their interest

J

may appear all of whom are herein named as Defendants.

(c) And for such other relief to which inequity he may be entitled, including, if tax sale be valid, the foreclosure of said tax sale certificate.

Linwood L. Clark
Attorney for Wesley Gross

Wesley Gross,
Plaintiff

Plaintiff's Exhibit A.

This Deed made this tenth day of July in the year Eighteen hundred and ninety nine by James M Munroe Attorney, party of the first part and Augustus Gross party of the Second part, all of Anne Arundel County State of Maryland

Witnesseth, Whereas, Mary L. Britton and Alfred L. Britton her husband, were indebted unto Richard C. Basil in the Sum of One Thousand Dollars, as Evidenced by their promissory note dated August twenty fourth, Eighteen hundred and ninety five, Secured by their mortgage of that date duly recorded among the Land Records of Anne Arundel County in Liber J.C.B. No.3, Folio 326, for the further Security of which Said indebtedness, there were also assigned to the Said Richard C. Basil two other mortgages from the Said Mary and Alfred, one to Thomas H Gaither, and the other to The Annapolis Savings Institution recorded respectively amongst Said Land Records in Liber's S H No 21, folio 41, and S H No 38 Folio 383.

And Whereas Said mortgages were in default, and in execution of the power of Sale therein contained, the Said Munroe as Attorney was about to Sell the Property therein mentioned and described and thereby conveyed.

And Whereas, Said Mortgages did not embrace all of the property of the Said Mary and Alfred, and to Supplement the Same, the Said Mary and Alfred by their Power of Attorney duly executed on the Seventh day of April, Eighteen hundred and ninety nine and recorded among Said Land Records in Liber G. W. No 13, Folio 359 authorized the Said Munroe as Attorney to Sell all of the property of the Said Mary and Alfred as in Said, Power of Attorney, Set out: And Whereas in execution of the Said Powers of Sale in the Said mortgages and Power of Attorney after due advertisement, the Said James M Munroe did Sell the property hereinafter, mentioned and described at and for the Sum of Eighty Dollars ($80.00), which Said Sale has been duly reported to and ratified by the Circuit Court for Anne Arundel County, all of which proceedings will fully and at large appear by reference to the case known as No 2145 Equity, in the Circuit Court for Anne Arundel County in the Matter of the Sale of the Mortgaged ----------

Plaintiff's Exhibit A.

Filed 1 Nov., 1954.

Real Estate of Mary L Britton, and Sold the Same to Augustus Gross.

And Whereas Said Augustus Gross has complied with the terms of Said Sale and paid, the purchase money for Same and is now entitted to receive a deed therefor

Now Therefore in Consideration of the premises and of the payments of the Said purchase money, Eighty Dollars, the Said James M Munroe as Attorney, doth by these presents grant and convey unto the Said Augustas Gross, all that lot of ground Situate in the Village of Eastport on Chester Avenue and known as Lot no 111 which is described as follows on a plat and Survey thereof made by Louis Green on the Fourth of March 1899, and filed in the aforesaid Equity Cause; "Beginning at a point Eighty two feet Six inches in a North Easterly direction from the, Northeast Corner of Chester Avenue and Fourth Streets it being the northwest corner of the lot now owned by Samuel Frazier, and running thence with the Southeast Side of Said Avenue North fifty seven degrees forty five minutes East forty two feet Six inches to the line of the lot owned by Mary Snowden, then South thirty two degrees, fifteen minutes west one hundred, and thirty two feet, then, South fifty Seven degrees forty five minutes west forty two feet Six inches, then with Frazier's lot north thirty two degrees fifteen minutes west one hundred and thirty two feet to the beginning. Containing five thousand Six hundred and ten Square feet"

Together with all the rights roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining

To Have and To Hold the above described premises unto and to the proper use and benefit of the Said Augustus Gross, his heirs and assigns forever

Witness my hand and Seal

James M Munroe (SEAL)
Attorney named in Mortgage
Attorney for Mary L Britton and
Alfred L Britton

State of Maryland, Anne Arundel County, To Wit

I hereby Certify that on this tenth day of July in the year Eighteen hundred and ninety/nine before me the Subscriber a Justice of the Peace of the State of Maryland in and for Anne Arundel County personally, appeared, James M Munroe the within named, attorney, and acknowledged the aforegoing deed to be his act

Julian Brewer
Justice of the Peace

Recorded 30 September 1899

State of Maryland , Anne Arundel County, To Wit;

I Hereby Certify, that the aforegoing Deed is truly taken and copied from Liber G. W. No. 15, folio 425, one of the Land Record Books for Anne Arundel County.

IN TESTIMONY WHERE OF, I hereunto set my hand and affix the Seal of the Circuit Court for Anne Arundel County , this 29th day of October 1954.

John H. Hopkins 3rd

John H. Hopkins 3rd, Clerk.

LIBER 95 PAGE 519

PLAINTIFF'S EXHIBIT B

1156

CERTIFICATE OF TAX SALE

Pltf Ex B

I, Joseph H. [illegible] Sr., Successor to Joseph H. Pepper, Collector of Taxes for the State of Maryland and the County of Anne Arundel, hereby certify that on October 10, 1938, I sold to A. A. Co. Comm. at public auction for the sum of 28 Dollars and 37 Cents, of which ..... Dollars has been paid as a deposit on the property in Second District described as Lot situated at Chester Avenue, Eastport A. A. Co.

and assessed to Augustus [illegible]

The property described herein is subject to redemption. Upon redemption the holder of this certificate will be refunded the sums paid on account of the purchase price together with interest thereon at the rate of six per cent per annum from the date of payment to the date of redemption, together with all other amounts specified by Chapter 761 of the Acts of 1943, and acts amendatory thereof. The balance due on account of the purchase price and all taxes, together with interest and penalties thereon, accruing subsequent to the date of sale, must be paid to the Collector before a deed can be delivered to the purchaser. After October 11, 1939, a proceeding can be brought to foreclose all rights of redemption in the property. This certificate will be void unless such a proceeding is brought within two years from the date of this certificate.

Witness my hand and seal, this 3 day of September 1954

Joseph H. [illegible]
Collector.

State of Maryland, Anne Arundel County, Sct:

I hereby certify, that on this 3 day of ~~October~~ September, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Anne Arundel County, personally appeared, Joseph H. [illegible] 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 B.

Filed 1 Nov., 1954.

NELLIE ELIZABETH STERLING NOTARY PUBLIC ANNE ARUNDEL COUNTY MARYLAND

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Pltf's Exh C

THIS DEED, made this 14th day of April, 1942, by and between the County Commissioners of Anne Arundel County, a body corporate, party of the first part, GRANTOR, and Wesley Gross of the City of Baltimore, party of the second part, GRANTEE, witnesseth:

THAT for and in consideration of the sum of TEN DOLLARS ($10) and other good and valuable considerations paid by the said party of the second part to the said party of the first part, the receipt whereof is hereby acknowledged, the said party of the first part does hereby grant and convey unto the said Wesley Gross, his heirs and assigns in fee simple, all that lot or parcel of ground situate, lying and being in the Second Election District of Anne Arundel County, and described as follows:

(ALL that lot or parcel of ground fronting 42.5 feet on Chester Avenue and having a depth therefrom of 132 feet, and being the same lot or parcel of ground which was conveyed to Augustus Gross by James M. Monroe, Attorney, by deed dated July 10, 1899, and recorded among the Land Records of Anne Arundel County in Liber G. W., No. 85, folio 425;) and being also the same lot or parcel of ground which was conveyed to the County Commissioners of Anne Arundel County, a body corporate, by Joseph H. Pepper, late treasurer of Anne Arundel County, by deed of even date herewith and recorded among the Land Records of Anne Arundel County prior to the recording of this deed.

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

TO HAVE and to hold the above described property unto said Wesley Gross, his heirs and assigns in fee simple forever. Witness the signature of John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and the Corporate Seal thereof

Plaintiff's Exhibit C.
Filed 1 Nov, 1954

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duly affixed and attested by its clerk.

Attest: County Commissioners of Anne Arundel County

H. Harry Arnold

H. Harry Arnold, Clerk

by John J. Levay

John J. Levay, President

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 14th day of April in the year 1942, before me, the subscriber, a Notary Public of the State of Maryland, in and for Anne Arundel County, personally appeared John J. Levay, President of the County Commissioners of Anne Arundel County, a body corporate, and duly acknowledged the foregoing instrument to be the act and deed of said body comporate.

Witness my hand and Notarial Seal.

Benjamin Michaelsen

BENJAMIN MICHAELSEN

Notary Public

10

OK G. Hodges EV

D-E-E-D

James a Walter
J

From

County Commissioners of Anne Arundel County

To

Wesley Gross

Lot on Chester Avenue, Second Election District of Anne Arundel County

Approved: 4/14/42
Benj. Michaelson
Counsel to Board

Received for Record 17 day of April 1942, at 3 o'clock P. and the same day recorded in Liber J.H.H., No. 258, Fol. 153, Land Records of Anne Arundel County.
John H. Hopkins 3rd Clerk

BENJAMIN MICHAELSON
ATTORNEY AT LAW
HAYS BUILDING
ANNAPOLIS, MD. ~~2.50~~

Paid 2-00

LIBER 95 PAGE 522

WESLEY GROSS 2007 Ruxton Ave. Baltimore, Maryland Plaintiff	*	IN THE CIRCUIT COURT
	*	FOR
VS	*	ANNE ARUNDEL COUNTY
	*	EQUITY NO. 11,170
RANDALL GROSS 2110 Druid Hill Ave. Baltimore, Maryland, et al. Defendants	*	
	*	
	*	

****

PETITION OF PLAINTIFF

The Plaintiff, your petitioner, by Linwood L. Clark, his attorney, respectfully submits to your Honor the following question of law for predetermination:

> Under the facts as alleged in said Bill of Complaint, Was the tax sale of the property of Augustus Gross described in this case, and certified in the tax sale certificate, filed herein, a valid and binding sale?

Linwood L. Clark
Attorney for Plaintiff

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Filed 1 Nov, 1954

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, IN EQUITY

WESLEY GROSS, :

PLAINTIFF. :

VS. : NO. 11,170 EQUITY

RANDALL GROSS, and others, :

DEFENDANTS. :

:::::::

O P I N I O N

In this case, the Plaintiff filed his Bill of Complaint reciting that he is a surviving brother of one Augustus Gross, who died intestate on November 5, 1937, survived by the Plaintiff, and numerous other heirs who are joined as Defendants herein. The Bill further recites that the said Augustus Gross owned certain property in Anne Arundel County at the time of his death, and that, almost a year later, this property was sold to the County Commissioners of Anne Arundel County for unpaid taxes, and that, on the fourteenth of April, 1942, the said County Commissioners conveyed the property to the Plaintiff.

The Plaintiff prays the Court to assume jurisdiction of this matter for the purpose of passing on the validity of the tax sale, and contends that the sale is possibly invalid because, when the notice of delinquent taxes was sent to Augustus Gross, he had been deceased for some time. The Plaintiff further prays that, if the tax sale be declared void, a trustee be appointed by this Court to make sale of the property and distribute the net proceeds to the heirs of Augustus Gross. An examination of the proceedings shows that out of the fourteen Defendants named in the Bill, only eight were duly summoned, five were returned "non-est", and one is shown as a non-resident, against whom no Order of Publication was issued.

The Solicitor for the Plaintiff brings this suit under the

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Filed 5 May, 1955

provisions of Article 31A, "Uniform Declaratory Judgments Act". It is difficult to see how this Court can entertain this proceeding in its present stage, even assuming that the said Act is broad enough to cover it. "Unless there be an actual controversy or at least a potential controversy and the persons to the controversy made parties, a declaratory decree cannot be sustained." (Underscoring supplied). (Building Association vs. Sohn, 178 Maryland 434, page 442; and Atkinson vs. Sapperstein, 191 Maryland 301, at page 316). If this Court should determine that the tax sale is valid, such determination would not be binding on those parties who have not been summoned.

The Plaintiff will be given a reasonable time to reorganize his proceeding, if he can, and, unless he does so, his Bill will have to be dismissed.

May 5th, 1955

James Morgan
Judge.

LIBER 95 PAGE 526

WESLEY GROSS 2007 Ruxton Avenue Baltimore, Maryland	*	In the Circuit Court For
VS.	*	Anne Arundel County
RANDALL GROSS 2110 Druid Hill Avenue Baltimore, Maryland et al	*	Equity #11,170

****

PETITION TO AMEND

To the Honorable the Judges of said Court:

The complainant, by Linwood L. Clark, his attorney, prays leave to amend his Bill of Complaint in the above case, limiting same to the foreclosure of the Tax-Sale Certificate filed with the original Bill and to be re-filed ~~in~~ with said amendment.

Linwood L. Clark
Attorney for Plaintiff

Filed 20 May, 1955.

ORDER OF COURT

Upon the foregoing Petition it is ordered by the Circuit Court of Anne Arundel County, State of Maryland, this 20th day of May 1955, that leave be and the same is hereby granted to the plaintiff to amend his Bill of Complaint and to re-file therein the Tax-Sale Certificate filed with the original bill.

Benjamin Michaelson
JUDGE

Filed 20 May, 1955.

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WESLEY GROSS
2007 Ruxton Avenue
Baltimore, Maryland
Plaintiff *

Vs. *

RANDALL GROSS
2110 Druid Hill Avenue
Baltimore, Maryland * IN THE CIRCUIT COURT
WILLIAM GROSS
1107 Argyle Avenue
Baltimore, Maryland *
OLIVIA WILLIAMS
402 Chester Avenue FOR
Annapolis, Maryland *
LOUISA JONES
1316 Mediterranean
Atlantic City, N.J. *
ANNIE DENNIS ANNE ARUNDEL COUNTY
1102 Stockton Street
Baltimore, Maryland *
EMMA OWENS
1214 Whitelock Street
Baltimore, Maryland *
JOHN WILLIAM GROSS EAUITY #11,170
57 Carroll Street
Annapolis, Maryland *
ALBERTA SHANNON
539 Hamburg Street
Baltimore, Maryland *
HENRY RICHARDSON
1411 Argyle Street
Baltimore, Maryland *
BERTHA HAYWOOD
1326 Smithson Street
Baltimore, Maryland *
ELLA DOWNER
11 Woodyear Street
Baltimore, Maryland *
MARCELLUS SILLES
1530 Argyle Street
Baltimore, Maryland *
CHARLOTTE NELSON
1528 Argyle Street
Baltimore, Maryland *
~~CHARLOTTE NELSON~~
~~1528 Argyle Street~~
~~Baltimore, Maryland~~ *
DOROTHY RAMOND
402 Chester Street
Annapolis, Maryland *
And all parties in interest
or claiming an interest in the
property described herein *

****

AMENDED BILL OF COMPLAINT

To the Honorable, the Judges of said Court:

Your orator, by Linwood L. Clark, his attorney, complaining says:

(1) That on the 3rd day of Sept. 1954, the Certificate of Sale issued by Joseph H. Griscom, Sr., successor to C. Albert Hodges, Collector of taxes for the State of Maryland, and the County of Anne Arundel, filed with the original Bill as Exhibit B, and re-filed herewith as plaintiff's Exhibit A, as a part hereof, sold on October 10, 1938 to the County Commissioners of Anne Arundel County, purchaser, the hereinafter described property.

Filed 25 May 1955

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(2) That the property in said Certificate of Sale is described as follows:

One lot 43 x 132 feet situated on Chester Avenue in the village of Eastport, Anne Arundel County, and assessed to Augustus Gross.

(3) That on the 14th day of April 1942, the said County Commissioners of Anne Arundel County, resold and conveyed said lot to Wesley Gross, the plaintiff herein.

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

(5) That the said Augustus Gross has departed this life and in addition to the plaintiff is succeeded by the defendant parties named herein as his heirs, and interested parties.

(6) The plaintiff prays for process directed to the above named defendants at their last known addresses as indicated herein.

PAGE TWO

(7) To redeem the property it is necessary to pay to the plaintiff, in addition to the purchase price of $200 paid to the County Commissioners of Anne Arundel County for said lot, taxes expended by him exceeding $100, sewerage benefits of $205.10, and moneys spent on said property to maintain same in excess of $50, and legal expenses connected therewith totalling over $500. A detailed statement of which will be furnished to any party in interest redeeming same.

(8) The plaintiff prays for an Order of Publication directed to all parties in interest in said property including the one named as a non-resident.

WHEREFORE THE PLAINTIFF PRAYS:

That the Court pass a final decree foreclosing all rights of redemption of the respondents and all parties in interest in and to the property described in said Certificate of Sale.

AND AS IN DUTY BOUND, ETC.

Linwood L. Clark
Solicitor for Plaintiff

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I HEREBY CERTIFY, that on this 19" day of May 1955, before me, the Notary Public of the State of Maryland, and for Anne Arundel County, aforesaid, personally appeared Wesley Gross, plaintiff, and made oath in due form of law that the matters and facts set forth in the above Amended Bill of Complaint are true to the best of his knowledge and belief.

Linwood L. Clark
Notary Public

ORDER OF COURT

It is ordered by the Circuit Court of Anne Arundel County this ___ day of May 1955, that leave be and is hereby granted to complainant to file the above Amended Bill of Complaint.

JUDGE

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LIBER 95 PAGE 529

WESLEY GROSS
2007 Ruxton Avenue
Baltimore, Maryland
Plaintiff *

Vs. *

RANDALL GROSS
2110 Druid Hill Avenue
Baltimore, Maryland * IN THE CIRCUIT COURT
WILLIAM GROSS
1107 Argyle Avenue
Baltimore, Maryland *
OLIVIA WILLIAMS
402 Chester Avenue FOR
Annapolis, Maryland *
LOUISA JONES
1316 Mediterranean
Atlantic City, N.J. *
ANNIE DENNIS
1102 Stockton Street ANNE ARUNDEL COUNTY
Baltimore, Maryland *
EMMA OWENS
1214 Whitelock Street
Baltimore, Maryland *
JOHN WILLIAM GROSS
37 Carroll Street EQUITY #11, 170
Annapolis, Maryland *
ALBERTA SHANNON
539 Hamburg Street
Baltimore, Maryland *
HENRY RICHARDSON
1411 Argyle Street
Baltimore, Maryland *
BERTHA HAYWOOD
1526 Smithson Street
Baltimore, Maryland *
ELLA DOZIER
11 Woodyear Street
Baltimore, Maryland *
MARCELLUS SIMMES
1530 Argyle Street
Baltimore, Maryland *
CHARLOTTE FELTON
1528 Argyle Street
Baltimore, Maryland *

DOROTHY HAMMOND
402 Chester Street *
Annapolis, Maryland
And all parties in interest
or claiming an interest in the *
property described herein

****

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property in the Second Election District of Anne Arundel County, Maryland (now the City of Annapolis), sold by the Collector of taxes for Anne Arundel County, State of Maryland, to the County Commissioners of Anne Arundel County, State of Maryland, and subsequently re-sold by said Commissioners to the plaintiff in these proceedings:

Filed 25 May 1955.

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" All that lot of land assessed to Augustus Gross and situated at Chester Avenue in the village of Eastport, Anne Arundel County." See deed to Wesley Gross by said County Commissioners, recorded among the Land Records of Anne Arundel County in G.W. 15, folio 425, giving surveyor's description.

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

It is thereupon this 25 day of May 1955, by the Circuit Court for Anne Arundel County, Maryland, ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested or claiming an interest in the said property to be and appear in this Court by the 3 day of August 1955, and redeem the property and answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

PAGE TWO

John L. Hopkins, 3rd
CLERK

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IN THE CIRCUIT COURT FOR
ANNE ARUNDEL COUNTY
No. 11,170 Equity

WESLEY GROSS, 2007 Ruxton Avenue, Baltimore, Maryland, Plaintiff

Vs.

RANDALL GROSS, 2110 Druid Hill Avenue, Baltimore, Maryland; WILLIAM GROSS, 1107 Argyle Avenue, Baltimore, Maryland; OLIVIA WILLIAMS, 402 Chester Avenue, Annapolis, Maryland; LOUISA JONES, 1316 Mediterranean, Atlantic City, N. J.; ANNIE DENNIS, 1102 Stockton Street, Baltimore, Maryland; EMMA OWENS, 1214 Whitelock Street, Baltimore, Maryland; JOHN WILLIAM GROSS, 37 Carroll Street, Annapolis, Maryland; ALBERTA SHANNON, 539 Hamburg Street, Baltimore, Maryland; HENRY RICHARDSON, 1411 Argyle Street, Baltimore, Maryland; BERTINIA HAYWOOD, 1326 Smithson Street, Baltimore, Maryland; ELLA DOWNER, 11 Woodyear Street, Baltimore, Maryland; MARCELLUS SIMMES, 1530 Argyle Street, Baltimore, Maryland; CHARLOTTE FELTON, 1528 Argyle Street, Baltimore, Maryland; DOROTHY HAMMOND, 402 Chester Street, Annapolis, Maryland, And all parties in interest or claiming an interest in the property described herein.

ORDER OF PUBLICATION

The object of this proceeding is to secure the foreclosure of all rights of redemption in the following property in the Second Election District of Anne Arundel County, Maryland (now the City of Annapolis), sold by the Collector of Taxes for Anne Arundel County, State of Maryland, to the County Commissioners of Anne Arundel County, State of Maryland, and subsequently resold by said Commissioners to the plaintiff in these proceedings:

"All that lot of land assessed to Augustus Gross and situated at Chester Avenue in the village of Eastport, Anne Arundel County." See deed to Wesley Gross by said County Commissioners, recorded among the Land Records of Anne Arundel County in G.W. 15, folio 425, giving surveyor's description.

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

It is thereupon this 25th day of May, 1955, by the Circuit Court for Anne Arundel County, Maryland, ordered that notice be given by the insertion of a copy of this Order in some newspaper having a general circulation in Anne Arundel County, once a week for four successive weeks, warning all persons interested or claiming an interest in the said property to be and appear in this Court by the 3rd day of August, 1955, and redeem the property and answer the Bill or thereafter a final decree will be rendered foreclosing all rights of redemption in the property, and vesting in the plaintiff a title, free and clear of all encumbrances.

JOHN H. HOPKINS, 3rd, Clerk.

True Copy: TEST:

JOHN H. HOPKINS, 3rd, Clerk.

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LIBER 95 PAGE 531
OFFICE OF

Maryland Gazette

Published by

THE CAPITAL-GAZETTE PRESS, INC.

(HOLDER OF CONTRACT FOR ANNE ARUNDEL COUNTY ADVERTISING)

CERTIFICATE OF PUBLICATION

Annapolis, Md., August 20, 1955

We hereby certify, that the annexed

Order Publication

Eq. 11,170. Property

Randall Gross

was published in

Maryland Gazette

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 3rd day of August, 1955 The first insertion being made the 2nd day of June, 1955

THE CAPITAL-GAZETTE PRESS, INC.

By H. Tilghmans

Filed 29 Aug 1955

WESLEY GROSS : IN THE CIRCUIT COURT FOR

vs. : ANNE ARUNDEL COUNTY

RANDALL GROSS, et al : Equity No. 11,170

DECREE PRO CONFESSO

It appearing that defendants in the Amended Bill of Complaint Randall Gross, William Gross, Annie Dennis, Emma Owens, Albert Shannon, Bertinia Hayward, Ella Downer (correct name Ella Downes), Marcellus Simmes, Dorothy Hammond, and Charlotte Felton, all of whom were duly summoned according to the exigency of the writ of subpoena; and the remaining residents, Clivia Williams, John William Gross, and Henry Richardson having been twice returned non est and their present whereabouts unknown; causing them to be served by publication as if they were non-residents;

And it appearing from the proceedings in this cause that the Order of Publication as directed by this Honorable Court was duly published in the Maryland Gazette, a newspaper printed and published in Anne Arundel County, Maryland, a certified copy of which is filed herewith;

And, it appearing that the defendants constitute all the heirs of the said Augustus Gross, and no defendant named, or any party in interest or claiming an interest in said property described herein, including the one named as a non-resident, has appeared in person or by attorney to answer said Bill of Complaint filed against them.

IT IS THEREUPON this 27th day of October, 1955, by the Circuit Court of Anne Arundel County in Equity ADJUDGED, ORDERED, and DECREED that said Bill of Complaint be, and the same is hereby, taken pro confesso against all said Defendants.

Benjamin Michaelson
JUDGE

Filed: 27 Oct. 1955

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WESLEY GROSS 2007 Ruxton Avenue Baltimore, Maryland Plaintiff vs. RANDALL GROSS, et al	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY Equity No. 11,170

SUBMISSION FOR FINAL DECREE

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Plaintiff, by Linwood L. Clark, his attorney, respectfully submits the above entitled case for final decree, thirty (30) days having elapsed since the Decree Pro Confesso was signed, during which time nothing has been heard from said Respondents, or any party in interest or claiming an interest in the property described herein.

Linwood L. Clark
Attorney for Plaintiff

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Filed 30 Nov., 1955

WESLEY GROSS 2007 Ruxton Avenue Baltimore, Maryland Plaintiff	:	IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
vs.	:	
RANDALL GROSS, et al	:	Equity No. 11,170

FINAL DECREE

This case, 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 Section 69 to 113 inclusive, of Article 81 of the 1951 Annotated Code of Maryland, including the Order of Publication and the Pro Confesso Decree:

It is therefore this 30th day of November, 1955, by the Circuit Court for Anne Arundel County in Equity, ADJUDGED, ORDERED, and DECREED:

1 That all the respective rights of redemption by the Defendants, Randall Gross, William Gross, Olivia Williams, Louisa Jones, Annie Dennis, Emma Owens, John William Gross, Alberta Shannon, Henry Richardson, Bertinia Haywood, Ella Downer, Marcellus Simmes, Charlotte Felton, and Dorothy Hammond, or any one claiming by, from or under them, or any of them, of the property described in this proceeding as having been sold by the Treasurer of Anne Arundel County on the 10th day of October, 1938 to the County Commissioners of Anne Arundel County, Maryland, for taxes in arrears, and resold and conveyed by said County Commissioners to said Wesley Gross, the Plaintiff herein on April 14, 1942, be and the same are hereby barred and the right to redeem from said tax sale be and the same is hereby forever foreclosed.

Benjamin Michaelson
JUDGE

Filed 30 Nov, 1955.

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Sarah Louise Linthicum	:	IN THE
vs.	:	CIRCUIT COURT
Eleanor Linthicum Woodruff	:	OF
	:	BALTIMORE CITY

TO THE HONORABLE, THE JUDGE OF SAID COURT:

The Petition of Sarah Louise Linthicum respectfully shows:

1. Sarah L. Linthicum, mother of your Petitioner, late of Anne Arundel County, in the State of Maryland, died on May 24th, 1927, and left a last will and testament which was duly probated in the Orphans' Court of Anne Arundel County, Maryland, certified copy of said will being filed herewith marked "Petitioners' Exhibit A" and is prayed to be taken and considered as part hereof. By the said will, the Testatrix devised and bequeathed the sum of $10,000.00 to her daughter, Sarah Louise Linthicum, your Petitioner herein, for and during her natural and unmarried life with the provision that upon her marriage the said $10,000.00 should vest in your Petitioner and her sister, Eleanor Linthicum Woodruff, absolutely, share and share alike; but if your Petitioner should die unmarried, then the said sum of $10,000.00 to go to her sister Eleanor Linthicum Woodruff, if living, or if deceased, to her child or children absolutely.

2. That on June 25, 1930, your Petitioner, Sarah Louise Linthicum, and her sister, Eleanor Linthicum Woodruff, as the only children and heirs at law of Sarah L. Linthicum, deceased, and as the legatees under the last will and testament of said deceased, entered into an agreement for a division and distribution of the real estate of said deceased, which agreement is duly recorded among the Land Records of Anne Arundel County, Maryland, and a certified copy of which is filed herewith marked "Petitioners' Exhibit B", and is prayed to be taken and considered as part hereof. By the said agreement it was covenanted and agreed between the said parties thereto that certain property and real estate described in said agreement should

Filed APR 3 1936

be "held" by the said Sarah Louise Linthicum, in lieu of the said $10,000.00 bequest, in accordance with the provisions of the last will and testament of the said Sarah L. Linthicum, deceased.

3. That by deed dated August 29, 1930, duly recorded among the Land Records of Baltimore City, Maryland, certified copy of which is filed herewith and is prayed to be taken and considered as part hereof, Eleanor Linthicum Woodruff and G. Lynn Woodruff, her husband, (said parties having since been divorced a vinculo) conveyed to your Petitioner, Sarah Louise Linthicum, as "Trustee" the above referred to property and real estate therein more fully described.

4. That a part of the real estate herein referred to is located in the City of Baltimore, and the balance in Anne Arundel County, State of Maryland.

5. That the portion of said real estate located in the City of Baltimore is within the area being acquired by the United States Government for the use of the Bethlehem-Fairfield Shipyards, and is included in condemnation proceedings known as Civil No. 1814, in the District Court of the United States for the District of Maryland, in which proceedings a price of $8,894.22 has been agreed upon as a fair and just compensation for the said real estate.

6. That it is necessary that this Honorable Court assume jurisdiction for the purpose of vesting in said Trustee authority to complete the negotiations with the United States Government, and to execute such papers as may be necessary in the premises.

WHEREFORE your Petitioner prays:

a. That this Honorable Court assume jurisdiction over the Trust:

b. That your Petitioner, Sarah Louise Linthicum, be appointed Trustee to administer the said Trust in accordance with the provisions and covenants set forth in the exhibits filed with this Petition:

c. That no bond having been required of said Trustee, the amount of such bond which would be required be fixed by this Honorable Court:

d. That your Petitioner may have such other and further relief as the case may require.

May it please your Honor to grant unto your Petitioner the Writ of Subpoena directed to the said Eleanor Linthicum Woodruff, an adult, at the Fidelity Trust Company, Charles and Lexington Streets, Baltimore, Maryland, with a copy of this Petition and warning her to appear in this Court in person, or by solicitor, on or before a day certain, to be named therein, to show cause, if any she may have, why a decree ought not to pass as prayed.

Sarah Louise Linthicum

Irving H. Mezger — Petitioner

Solicitor for Petitioner

State of Maryland,

City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Bill of Complaint

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

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 6th day of March A. D., 19 56

Henry J. Ripperger
Clerk.

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Sarah Louise Linthicum	:	IN THE
vs.	:	CIRCUIT COURT
Eleanor Linthicum Woodruff	:	OF
	:	BALTIMORE CITY

To the Honorable, the Judge of said Court:

The Petition of Sarah Louise Linthicum, Trustee in the above case, respectfully shows:

FIRST: That this Trustee was alloted a small house and lot, situated in Sweetser Heights, Anne Arundel County, as a part of the Trust Estate created under the Will of her mother, Sarah L. Linthicum and which property is described as follows:

All of that lot or parcel of ground and premises with improvements, being known and designated as the easternmost half of Lot No. 2 as designated on Plat of Sweetser Heights and recorded among the Plat Records of Anne Arundel County in Liber G.W. and W.N.W., No. 1, Folio 218, etc. and containing one half of an acre of ground, more or less, and located on the southernmost side of Heath Avenue with a frontage of sixty two and one-half feet and with a depth of 316 feet and fifty-five one hundredths, more or less, to the Southernmost outline of the whole of said lot.

SECOND: That by deed from Eleanor Linthicum Woodruff and husband and Sarah Louise Linthicum, to Sarah Louise Linthicum, Trustee, dated the 29th day of August, 1930, under the Will of her mother, Sarah Louise Linthicum, and recorded among the Land Records of Anne Arundel County in Liber F.R.S., No. Folio , said property was valued at Three Thousand Dollars ($3,000.00) in Fee.

THIRD: That the said property consists of a five room, frame house with half celler. Said property is in great need of repairs and will have to be connected with the Anne Arundel County Sanitary Commission's water and sewerage system which will be completed within a few months. Said property is now connected with a septic tank and water well but this arrangement will not be allowed after said

Filed APR 3 1956

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water and sewerage system have been installed.

FOURTH: That the income derived from the house is not sufficient to justify the expenses of repairs which would be approximately $500.00. That the taxes have been increased twice on said property.

FIFTH: That this trustee has been trying to keep the property in condition, but according to the low rent which she has been obtaining by the O.P.A. regulations, it has become impossible to make any further repairs or to pay for the connecting of the sewerage system which would cost approximately $600.00, therefore, she deems it best for the interest of the Trust Estate to have the property sold at public or private sale, but if sold at private sale, not less than the appraised value and to reinvest the proceeds thereof in some safe security.

WHEREFORE, YOUR PETITIONER PRAYS:

That this Honorable Court allow this trustee to sell the above property at public or private sale, but if at private sale, for not less than the appraised value and that the sale be reported for ratification and that the proceeds therefrom be invested in other satisfactory security.

AND AS IN DUTY BOUND, ETC.

Sweetser Linthicum, Attorney Sarah Louise Linthicum, Trustee

Seth H. Linthicum, Attorney

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, TO WIT:

I hereby certify, that on this 15th day of September, 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for the aforesaid, personally appeared Sarah Louise Linthicum, and made oath in due form of law that the matters and facts set forth in the aforegoing Petition are true to the best of her knowledge and belief.

As Witness my hand and Notarial Seal.

(SEAL PLACE) Rosalie M. Russell Notary Public

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Sarah Louise Linthicum	:	IN THE CIRCUIT COURT
vs.	:	OF BALTIMORE CITY
Eleanor Linthicum Woodruff	:	Docket A-109-1944
	:	Case No. A-27168

Upon the aforegoing Petition and Affidavit, it is, thereupon, this 16th day of September, 1953, by the Circuit Court of Baltimore City, ADJUDGED, ORDERED and DECREED, that the said Sarah Louise Linthicum, Trustee, be and she is hereby authorized to make sale of the property mentioned in this Petition, and that she may sell the property at private sale, but not for less than the appraised value thereof, or at public sale after having given at least three weeks notice, etc., and that she shall then proceed to make the said sale, after having given at least three weeks' notice by advertisement, inserted in such daily newspaper or newspapers published in the City of Baltimore or Anne Arundel County, as she shall think proper, of the time, place, manner and terms of sale, which shall be cash upon ratification of sale by the Circuit Court of Baltimore City, and a deposit of $300.00 will be required of the purchaser or the purchasers at the time and place of sale; balance of purchase money to bear interest from day of sale; and as soon as may be convenient after such sale, the said Trustee shall return to this Court a full and particular account of the proceedings relative to the sale; with an affidavit annexed to the truth thereof, and of the fairness of said sale; and on obtaining the Court's ratification of the sale, and on the payment of the whole purchase money (and not before), the said Trustee shall by a good and sufficient deed, to be executed, acknowledged and recorded, according to law, convey to the purchaser or purchasers, his, her or their heirs and assigns, the property and estate to him, her, or them, sold free, clear and discharged from all claim of the parties hereto, and those claiming by, from or under them. And the said Trustee shall bring into this Court the money arising from said sale, to be distributed under the

direction of this Court, after deducting the Court costs, and such commission to the said Trustee as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith she shall appear to have discharged her trust.

Joseph R. Byrnes

State of Maryland,
City of Baltimore, ss:

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

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

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 6th day of March A. D., 1956

Henry J. Ripperger
Clerk.

Sarah Louise Linthicum	:	IN THE
vs.	:	CIRCUIT COURT
Eleanor Linthicum Woodruff	:	OF
	:	BALTIMORE CITY

To the Honorable Judge of the

Circuit Court of Baltimore City

The Report of Sale of Sarah Louise Linthicum, Trustee appointed by the decree dated Sept. 16, 1953 in the above entitled case to make sale of the fee simple property described as follows:

All that lot or parcel of ground and premises with improvements, being known and designated as the easternmost half of Lot No. 2 as designated on the Plat of Sweetser Heights and recorded among the Plat Records of Anne Arundel County in Liber G.W. and W.N.W. No. 1 folio 218 etc on the southernmost side of Heath Ave containing one half acre of land more or less.

in the proceedings is said cause mentioned, respectfully shows that she has sold the property aforesaid to Marvin D. Van Allen and Betty O. Van Allen his wife, at private sale at and for the price of thirty five hundred ($3500.00) as will fully appear in the Contract of Sale attached hereto and prayed to be taken as part hereof together with the Certificate of two Real Estate Brokers certifying to the fairness of said sale - the original appraised value being $3000.00.

Sarah Louise Linthicum - Trustee

State of Maryland, Anne Arundel County, to wit:

I hereby certify that on this 31st day of October in the year one thousand nine hundred fifty five before me the subscriber a Notary Public of the County and State aforesaid personally appeared Sarah Louise Linthicum, Trustee and made oath that the facts stated in the foregoing Report of Sale are true, as therein set forth and that the sale herewith reported was fairly made.

(SEAL PLACE) Rosalie M. Russell Notary Public

Filed APR 3 1956

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CONTRACT OF SALE

THIS AGREEMENT, Made this 21st day of October nineteen hundred and fifty-five, between Sarah Louise Linthicum, Trustee of the first part Marvin D. Van Allen and Betty O. Van Allen of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in Anne Arundel County and being known and designated as the easternmost one-half of Lot No. 2 on the Plat of Sweetser Heights, said Plat recorded in Plat Records G. W. No. 1 and W. N.W. No. 1 folio 218 etc and containing one half acre of ground more or less, located on the southernmost side of Heath Avenue with frontage of 62½ feet and rectangular depth south 316.55 feet more or less to the southernmost outline of the whole of said lot in fee simple.

At and for the price of thirty-five hundred ($3500.00) Dollars, of which three hundred dollars, have been paid prior to the signing thereof and the balance to be paid as follows: in cash upon ratification of this sale by the Circuit Court of Baltimore City And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee.

Taxes, Water rent and any other public charges to be paid or allowed for by the Vendor to the date of this agreement.

Time is the essence of this contract.

WITNESS our hands and seals.

TEST: John W. Lohmuller

Sarah Louise Linthicum (SEAL)
Trustee

Marvin D. Van Allen (SEAL)

Betty O. Van Allen (SEAL)

Baltimore, October 20, 1955

We, the undersigned, Elsworth B. Nowell and John W. Lohmuller, Real Estate Brokers of the State of Maryland, do hereby certify that we inspected the property known as the easternmost one half of Lot No. 2 on the Plat of Sweetser Heights - on the southernmost side of Heath Avenue having a frontage of 62½ feet on Heath Ave with a depth southerly of 316 feet more or less said lot containing about one half acre of land, that the improvements consists of a small frame house, five rooms, part of a cellar and no modern improvements, in a bad state of repairs and does not have sewer connections which must be made shortly that we herewith appraise the property for the sum of thirty five hundred dollars.

Ellsworth B. Nowell

John W. Lohmuller

State of Maryland,
City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Report of Sale, Contract of Sale and Certificate

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

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 6th day of March A. D., 19 56

Henry J. Ripperger
Clerk

10

LIBER 95 PAGE 545

ORDER NISI ON REPORT OF SALES

SARAH LOUISE LINTHICUM

vs.

ELEANOR LINTHICUM WOODRUFF

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

ORDERED, by the Circuit Court of Baltimore City this 3rd day of November, 1955, that the private Sale of the property mentioned in these proceedings, made and reported by Sarah Louise Linthicum Trustee, be **RATIFIED AND CONFIRMED**, unless cause to the contrary thereof be shown on or before the 5th day of December, 1955. Provided, a copy of this order be inserted in some daily newspaper printed in Baltimore City, once in each of three successive weeks, before the 28th day of November, 1955.

The Report states the amount of private sale to be $ 3500.00

Joseph L. Carter

True Copy.

Filed APR 3 1956

Test ..... *Clerk.*

LIBER 95 PAGE 546

State of Maryland,
City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Order Nisi

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

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 6th day of March A. D., 19 56

Henry J. Ripperger
Clerk.

SARAH LOUISE LINTHICUM

vs.

ELEANOR LINTHICUM WOODRUFF

LIBER 95 PAGE 547

IN THE

CIRCUIT COURT

—OF—

BALTIMORE CITY

ORDERED BY THE COURT, This 6th day of December, 19 55, that the private sale made and reported by the Trustee, on November 3rd, 1955 aforesaid, be and the same is hereby finally **Ratified and Confirmed,** no cause to the contrary having been shown, although due notice appears to have been given as required by the Order Nisi passed in said cause; and the Trustee allowed the usual commissions and such proper expenses as he shall produce vouchers for to the Auditor.

Filed APR 3 1956 Reuben Oppenheimer

State of Maryland,

City of Baltimore, ss:

I, HENRY J. RIPPERGER, Clerk of the Circuit Court of Baltimore City, do hereby certify that the above is a true copy of the original Final Order

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

In Testimony Whereof, I hereto set my hand and affix the seal of the said CIRCUIT COURT, this 6th day of March A. D., 19 56

Henry J. Ripperger
Clerk.

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LIBER 95 PAGE 548

RICHARD SLAMA
ELEANOR B. SLAMA, his wife
Anne Arundel County, Maryland

vs.

ADA B. BRADY
General's Highway
Hockley, Maryland, Committee for

MILDRED K. CARTER, unmarried,
an Incompetent
Spring Grove State Hospital
Catonsville 28, Maryland

and

THERESA GEORGIANNA MACKEY, unmarried,
an Incompetent
St. Elizabeth's Hospital
Congress Heights
Washington, D. C.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

NO. 11,388 Equity

BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

Richard Slama and Eleanor B. Slama, his wife, by C. Osborne Duvall and Morris Turk, their Solicitors, respectfully represent:

1. That Edward L. Carter, departed this life on or about March 15, 1910 seized and possessed of two parcels of ground containing 24.38 acres, more or less, situate on the east side of General's Highway, Second Election District, Anne Arundel County, Maryland, being a part of the property acquired by deed dated June 6, 1906 from Mary L. Sellman, et al, and recorded among the Land Records of Anne Arundel County in Liber G. H. No. 49, folio 257, a certified copy of said deed filed herewith as Complainants' Exhibit No. 1.

2. That the said Edward L. Carter left surviving him as his only heirs at law, Gertrude E. Carter, widow, Harvey F. Carter, son, Theresa G. Carter (now Theresa G. Mackey, divorced), daughter, and Mildred K. Carter, daughter.

3. That the said Gertrude E. Carter, widow, departed this life on or about March 26, 1916 leaving surviving her the same Harvey F. Carter, Theresa G. Carter (now Theresa G. Mackey, divorced) and Mildred K. Carter.

4. That the said Theresa Georgianna Mackey, was adjudicated an Incompetent by the District Court of the United States for the District of Columbia on the 12th day of May, 1948 in a cause entitled "In the Matter of Theresa Georgianna Mackey" Mental Health No. 601-48 and committed to Saint Elizabeth's

Filed 18 June, 1955

Hospital, Washington, D. C. and that the said Theresa Georgianna Mackey is still confined in St. Elizabeth's Hospital as an incompetent, Cert.fied copy filed herewith as Complainant's Exhibit No. 2.

5. That the said Mildred K. Carter was adjudicated an Incompetent by a decree of this Honorable Court dated March 22, 1954 in a cause entitled "Ex Parte, In the Matter of the Estate of Mildred K. Carter, an Incompetent" being No. 8462 Equity, and Ada B. Brady, was appointed Committee of the person and estate of the said Mildred K. Carter, a certified copy of said decree filed herewith as Complainant's Exhibit No. 3, and the said Mildred K. Carter is still confined in Spring Grove State Hospital as an incompetent.

6. That the said Harvey F. Carter and Margaret Carter, his wife, conveyed all their right, title, interest and estate in and to the said property to Richard Slama and Eleanor B. Slama, your Complainants herein, by deed dated February 26, 1955 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 488, a certified copy of said deed filed herewith as Complainant's Exhibit No. 4.

7. That your Complainants are tenants in common with the Respondents herein of undivided interests and because of the nature of the property, 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 interests.

WHEREFORE YOUR COMPLAINANTS PRAY:

1. That this Honorable Court pass a decree for the sale of the property herein mentioned, and that the moneys arising from such sale be divided among the parties according to their respective interest and rights.

2. That Trustees 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.

3. That your Complainants may have such other and further relief as this case may require.

AND AS IN DUTY BOUND, ETC.

Richard Slama

Eleanor B. Slama

C. Osborne Duvall

Eleanor B. Slama

Morris Turk Solicitors for Complainants

2

This Deed made this Sixth day of June in the year nineteen hundred and six, by Mary L. Sellman Annie E. D. Sellman, and Eleanor Sellman, all single women, of the first part, and Edward L. Carter of the second part, all of Anne Arundel County, Maryland Witnesseth;

That For And In Consideration of the sum of Six Hundred and Fifty Dollars, ($650) of which the sum of Two Hundred Dollars is paid in cash by the said Edward L. Carter to the parties of the first part, the receipt whereof, is hereby acknowledged and the balance secured by a mortgage of even date, the parties of the first part have bargained and sold and by these presents do grant and convey unto the said Edward L. Carter, all that tract of land situate in the Second Election District of Anne Arundel County, sescribed as follows, on a plat and survey thereof made by E. LAcy Chinn, Surveyor, in the month of May in the year 1906, namely;

Beginning at a stone at the side of the County road at the end of the (30) thirtieth line of that tract of land which was conveyed to Evalina Sellman in a deed of partition between Vachel C. Dorsey, Laura M. Dorsey, Anne E. Dorsey, Evalina Sellman, Richard Dorsey and others, dated the 9th day of March in the year 1886, and recorded in the Land Records of Anne Arundel County, in Liber S.H.No. 27, folio 628, and running thence south fifty-five and one fourth degrees west sixteen and one half feet to the center of the county road, thence following said road south thirteen degrees west fifty-two and eighty hundredths feet, thence south twenty three and one half degree east thirteen hundred and eighty nine and ninety two hundredths, feet, thence south twenty four and one half degrees east four hundred and twelve and one half feet; thence south twenty nine and one fourth degrees east five hundred and two and sixty three hundredths feet;

Complainant's Exhibit No. 1

11,388 Eq
Slama - Brady
Examiner's Exh. 3
E/Clawans
Examiner

Filed 18 June, 1955.
Re-filed 1 Dec., 1955.

thence leaving the road and running north fifty eight and one half degrees east six hundred and sixty-eight feet to the center of the Annapolis Washington and Baltimore Railroad; thence with the center of said railroad north twenty seven degrees west twenty three hundred and fifty-eight feet to the center of a roadway; thence with the center of said road way south fifty-five and one fourth degrees west five hundred and sixty seven and sixty hundredths feet to the beginning stone; containing Thirty two and fifty three hundredths acres, exclusive of the rail road right of way.

It being a portion of the property mentioned and described in the proceedings in the Circuit Court for Anne Arundel County in the case of Gertrude Sellman Vs. Mary L. Sellman et al., 2600 Equity, which under a decree of said Circuit Court passed in the said case on the 9th day of April 1904 was sold by James M. Munroe and J. Wirth Randall, Trustee, to Mary L. Sellman, Annie E. D. Sellman, and Eleanor Sellman and which said sale has been duly reported to and ratified by the said Circuit Court.

Together with the Buildings and Improvements thereon, and all the rights, roads, ways, 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 Edward L. Carter his heirs and assigns in fee simple forever; reserving, nevertheless, to the parties of the first part the right of way over the existing road through the property hereby conveyed to the lands of the parties of the first part adjoining the property hereby conveyed for the purpose of ingress and egress to and from the said land, and the said parties of the first part do hereby agree to maintain and keep in good repair the said right of way.

Witness the hands and seals of the parties of the first part.

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Test; Mary L. Sellman (Seal)

Nannie S. Stockett, Anne E. D. Sellman (Seal)

Eleanor Sellman (Seal)

State of Maryland, Anne Arundel County, to-wit;

I hereby certify that on this sixth day of June in the year Nineteen Hundred and six, before me the subscriber, a Notary Public of the State of Maryland in and for Anne Arundel County, personally appeared the above named Mary L. Sellman, Annie E. D. sellman, and Eleanor Sellman, acknowledged the aforegoing deed to be their act and deed.

Witness my hand and Notarial Seal.

(Notary's Seal) Nannie S. Stockett,

Notary Public.

Recorded 9th day of June 1906.

Beginning at a stone at the side of the County Road at the end of the 30th line of the whole tract as described in a deed to Evaline Sellman & Husband Mar. 9 1886 running thence S.55 1/4° W. 16 1/2 feet to the center of the County Road thence folowing said road S. 13° W. 52.80 feet thence S. 23 1/2/ E. 1389.92 feet thence S. 24 1/2° E. 412 L/2 feet thence S. 29 L/2° E. 502.63 feet thence leaving the road and running N. 58 1/2° 668 feet to the center of the A.W.& B.R.R. then with the center of said R.R. N. 27° 2358 feet to the center of a Road way thence with the center of said Road way S. 55 1/4°567.60 feet to the beginning stone containing 32.53 acres exclusive of the R.R. right of way.

Recorded 9th day of June 1906.

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SECT.,

I HEREBY CERTIFY, that the aforegoing Deed is truly taken and copied from Liber G.W. 49, folio 257, 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 25th day of May, 1955.

John H. Hopkins, 3rd
Clerk

CMH 8

BOOK 102 603

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF COLUMBIA

FILED
MAY 12 1948
HARRY M. HULL, Clerk

In the Matter of

THERESA GEORGEIANA MACKEY

Patient
W-39

Mental Health No. 601 - 48

DECREE OF ADJUDICATION AND COMMITMENT

This matter coming on to be heard by the Court, considering the petition filed herein and the report and recommendations of the Commission on Mental Health, who, having made an examination of the mental condition of the patient, and having conducted a hearing, at which the patient, his-her relatives, friends and witnesses testified and were examined upon the issue of his-her mental condition and ability to pay the expense of maintenance and treatment in a hospital, found the patient to be of unsound mind and in need of treatment in a hospital for his-her mental condition; and no demand for a trial by a jury or further hearing by the Court having been filed within five days as provided by law; it is by the Court, this 12th day of May 19 48

ADJUDGED and DECREED:

1. That Theresa Georgeiana Mackey is of unsound mind and is hereby committed to Saint Elizabeths Hospital, until she may be safely discharged therefrom.

2. That Theresa Georgeiana Mackey is a resident of the District of Columbia.

3. That the expense of the maintenance and treatment of Theresa Georgeiana Mackey in Saint Elizabeths Hospital shall be borne by the District of Columbia, without prejudice to its right to claim reimbursement in full from the estate of the patient, or others, as provided by law.

Complainant's Exhibit No 2

Re-filed [illegible] 1953
A TRUE COPY
TEST
HARRY M. HULL, Clerk,
By [illegible] Deputy Clerk
Filed 18 June, 1955

[illegible]
Justice

10

Complainant's Exhibit No 2.

EX PARTE	:	IN THE CIRCUIT COURT
IN THE MATTER OF THE	:	FOR
ESTATE OF MILDRED K. CARTER, an Incompetent	:	ANNE ARUNDEL COUNTY
	:	NO. 8462 EQUITY

: : : : : :

DECREE

The above entitled matter having been submitted, the Petition and Affidavits having been read and considered by the Court, it appearing that summons has been served in accordance with the Court's Order of 4th day of March, 1954;

It is thereupon, this 22nd day of March, 1954, ADJUDGED, ORDERED AND DECREED that the said Mildred K. Carter is not competent to manage her person and estate; and it is further ORDERED that Ada B. Brady, be and she is hereby appointed Committee of the Person and Estate of the said Mildred K. Carter, with full power and authority to take charge of and manage the property of the said Mildred K. Carter and to assume control of the person of the said Mildred K. Carter, under the direction of this Court; but before the said Ada B. Brady, shall proceed to act as such committee, she shall give bond to the State of Maryland in the penal sum of Five Hundred Dollars ($500.00) with surety to be approved by this Court or the Clerk thereof, for the faithful discharge of her duties as such Committee.

S/Benjamin Michaelson
Judge

Complainant's Exhibit No. 3

11,388 Eq.
Ada B. Brady
Examiner's Exh. 2
E/Clowans
Examiner

Filed 18 June, 1953
Re-filed 1 Dec., 1953

LIBER 95 PAGE 555

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, SCT:

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

IN TESTIMONY WHEREOF, I hereto set my hand and affixed the seal of the Circuit Court for Anne Arundel County this 11 th day of May, A. D. 1955.

John H. Hopkins 3rd.

JOHN H. HOPKINS 3rd., CLERK.

(Int. Rev. Stamps $1.10 - Md. Stamps $1.10)

THIS DEED made this 26th day of February, 1955, by and between Harvey F. Carter and Margaret Carter, his wife, parties of the first part, hereinafter referred to as Grantors, and Richard Slama and Eleanor B. Slama, his wife, parties of the second part, hereinafter referred to as Grantees.

WITNESSETH that for and in consideration of the sum of Five Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Harvey F. Carter and Margaret Carter, his wife, have bargained and sold and do hereby grant, convey and assign all of their right, title, interest and estate to the said Richard Slama and Eleanor B. Slama, his wife, as tenants by the entireties, their assigns, the survivor of them, the heirs and assigns of the survivor of them in fee simple, in and to all those two parcels of land situate, lying and being in the Second Election District, Anne Arundel County, Maryland, between Generals Highway and the old road bed of W.B. & A. Railroad, near Hockley, and more particularly described as follows:

Parcel No. 1. Beginning for the same at an original iron pipe found on the eastern side of the State Road (General's Highway) leading from Three Mile Oak to the Crain Highway; thence leaving said State Road and running with the southern boundary of the conveyance by Albert L. Brady and wife to Eleanor B. Slama and Husband by deed dated February 23, 1950, and recorded among the Land Records of Anne Arundel in Liber J.H.H. No. 558, folio 558, North 69 degrees 08 minutes East 616.37 feet to an iron pipe found in the center of an old road; thence running with the center line of said old road, North 47 degrees 34 minutes East 15.3 feet to the center line of the abandoned W. B. & A. Railroad Right of Way; thence leaving said conveyance and running

No. 4
Complainant's Exhibit

11,388 Eq
Slama v. Brady
Examiner's Exh. 4
E. Mowbray Examiner

Filed 8 June, 1955.
Re-filed 1 Dec., 1955.

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with the outlines of the whole tract, South 23 degrees 47 minutes East 1309.90 feet to an iron pipe now set at the southeast corner of the conveyance by Annie E. D. Sellman, et al. to Edward Carter by deed dated June 9, 1906, and recorded in Liber G.W. No. 49, folio 257,etc; thence leaving said center line of the said railroad and running with the divisional line between the above mentioned conveyance to Edward Carter and the conveyance by Evaline Sellman, et al, to George Washington Parker by Deed dated December 8, 1877, and recorded in G.W. No. 8, folio 280, etc., South 60 degrees 08 minutes West 677.39 feet to an iron pipe now set in a hedge on the eastern side of said State Road (General's Highway); thence leaving said conveyance to Parker and running with the Eastern side of said State Road, North 26 degrees 09 minutes West 295.83 feet, North 24 degrees 24 minutes West 185.60 feet, North 22 degrees 16 minutes West 206.53 feet, North 20 degrees 18 minutes West 146.22 feet, North 19 degrees 44 minutes West 163.46 feet, and North 19 degrees 19 minutes West 412.86 feet to the place of beginning. Containing 20.14 acres, more or less, according to a survey and plat made by Edward Hall, III and Associates, Registered Land Surveyors, in December, 1953.

Parcel No. 2. Beginning for the same at an iron pipe now set in the center line of Washington, Baltimore and Annapolis Railroad right of way (now abandoned), said beginning being at the end of the second line of the conveyance by Benjamin Michaelson, Trustee, to John R. Brady and wife, by deed dated June 2, 1930, and recorded in Liber F.S.R. No. 75, folio 29, of the Land Records of Anne Arundel County, Maryland; thence leaving said railroad and running with said line South 69 degrees 08 minutes West 589.30 feet to an iron pipe now set on the eastern

side of the State Road from Three Mile Oak to Iglehart; thence leaving said Brady lot and running North 18 degrees 46 minutes West 92.6 feet, North 16 degrees 36 minutes West 115.03 feet, and North 10 degrees 52 minutes West 119.67 feet to intersect the eastern side of the County Road to Epping Forest; thence leaving said State Road and running with the easternside of said County Road, North 53 degrees 04 minutes East 96.45 feet, North 57 degrees 59 minutes East 400.01 feet and North 50 degrees 46 minutes East 51.37 feet to an iron pipe now set at the intersection of said County Road with the center line of the aforesaid abandoned W.B. & A. Railroad Right of Way; thence leaving said County Road and running with the center line of said abandoned Right of Way, South 23 degrees 47 minutes East 445.62 feet to the place of beginning. Containing 4.982 acres of land, more or less, according to a survey and plat made by Edward Hall, III & Associates in December, 1953.

Being a part of property conveyed to Edward Carter by deed dated June 9, 1906, from Annie E. D. Sellman, et al, and recorded among the Land Records of Anne Arundel County in Liber G.W. No. 49, folio 257, etc.; the said Edward Carter having died intestate on or about March 15, 1910 leaving Gertrude E. Carter, widow, Harvey F. Carter, son, (Grantor herein), Theresa G. Benson, (nee Carter) and Mildred K. Carter, daughters, as his only heirs at law. And the said Gertrude E. Carter having since departed this life intestate on or about March 26, 1916, leaving surviving her the same children as her only next of kin and heirs at law.

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

TO HAVE AND TO HOLD the above described property to and unto the proper use and benefit of the said Richard Slama and Eleanor B. Slama, his wife, as tenants by the entireties, their assigns,

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the survivor of them, the heirs and assigns of the survivor of them, in fee simple; the intention being by these presents to convey all the right, title, interest and estate of the said Grantors in and to the hereinbefore described property.

AND THE SAID GRANTORS covenant that they will warrant specially the title to the property hereby conveyed and that they will execute such other and further assurances of the same as may be requisite or necessary.

WITNESS the hands and seals of the said Grantors.

Attest:

s/ Irene Norton
Irene Norton

s/ Harvey F. Carter (SEAL)
Harvey F. Carter

s/ Margaret T. Carter (SEAL)
Margaret Carter

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 26th day of February, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared Harvey F. Carter and Margaret Carter, his wife, and each acknowledged the aforegoing deed to be his and her respective act and deed.

Witness my hand and Notarial Seal. (NOTARIAL SEAL)

s/ Irene Norton
Irene Norton Notary Public

Recorded: March 4, 1955 at 1.45 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. 907, page 488, 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 25th day of May, 1955.

John H. Hopkins, 3rd
Clerk

LIBER 95 PAGE 560

RICHARD SLAMA
ELEANOR B. SLAMA, his wife
Anne Arundel County, Maryland : IN THE CIRCUIT COURT FOR

vs. : ANNE ARUNDEL COUNTY

ADA B. BRADY : No. 11,388 Equity
General's Highway
Hockley, Maryland, etc. et al :

:

PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM AND ORDER THEREON

AND PETITION FOR ORDER TO PUBLISH NOTICE TO CREDITORS

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Petition of Richard Slama and Eleanor B. Slama, his wife, by C. Osborne Duvall and Morris Turk, their Solicitors, respectfully represent:

1. That the Incompetent Respondent, Theresa Georgianna Mackey, has been duly summoned.

2. That the said Theresa G. Mackey, Incompetent, has no legal Guardian.

3. That the said Theresa G. Mackey, Incompetent, is a non-resident of the State of Maryland and confined in St. Elizabeth's Hospital, Washington, D. C.

WHEREFORE, your Petitioners pray this Honorable Court to appoint a Guardian Ad Litem to appear and answer for said Incompetent Respondent and that your Petitioners be allowed to run notice to creditors according to Law and the Rules of Court.

Respectfully submitted,

C. Osborne Duvall

Morris Turk
Solicitors for the Petitioners

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Filed 25 July, 1955

LIBER 95 PAGE 561

ORDER

Upon the foregoing Petition, it is ORDERED this 26th day of July, 1955, by the Circuit Court for Anne Arundel County that Irene Norton be, and she is hereby, appointed Guardian Ad Litem for the Incompetent Respondent, namely, Theresa Georgianna Mackey, and she is hereby directed to appear and file her answer in behalf of said Incompetent; and it is hereby further ORDERED that John W. Hopkins III be, and he is hereby, appointed Attorney for said Irene Norton, Guardian Ad Litem,

IT IS FURTHER ORDERED this 26th day of July, 1955, by the Circuit Court for Anne Arundel County, sitting in Equity that C. Osborne Duvall and Morris Turk, Solicitors for the Petitioners, give notice to all persons having claim against the estate of Theresa Georgianna Mackey, Incompetent, to file their claim property authenticated with the Clerk of this Court on or before the 1st day of October, 1955, by causing a copy of this order to be published in some newspaper published in Anne Arundel County, once a week for four successive weeks before the 1st day of September, 1955.

Benjamin Michaelson
Judge

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Filed 26 July, 1955.

LIBER 95 PAGE 562

C. OSBORNE DUVALL, Solicitor
Maryland Inn
Annapolis, Maryland

MORRIS TURK, Solicitor
Townsworth Building
Annapolis, Maryland

RICHARD SLAMA ELEANCR B. SLAMA, his wife Anne Arundel County, Maryland	:	
vs.	:	
ADA B. BRADY General's Highway Hockley, Maryland, Committee for	:	IN THE CIRCUIT COURT FOR
MILDRED K. CARTER, Incompetent Spring Grove State Hospital Catonsville 28, Maryland	:	ANNE ARUNDEL COUNTY
and	:	No. 11,388 Equity
THERESA GEORGIANNA MACKEY, Incompetent St. Elizabeth's Hospital Congress Heights Washington, D. C.	:	

NOTICE TO CREDITORS OF THERESA GEORGIANNA MACKEY, Incompetent

Pursuant to an Order of the Circuit Court for Anne Arundel County, sitting in Equity, dated JULY 26, 1955, notice is hereby given to all persons having claims against the estate of Theresa Georgianna Mackey, Incompetent, to exhibit and file the same property authenticated with the Clerk of the Circuit Court for Anne Arundel County before the 1ST day of OCTOBER, 1955, otherwise they may be by law excluded from all benefits of the said Incompetent's estate.

C. Osborne Duvall

Morris Turk

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Filed 28 July, 1955

LIBER 95 PAGE 563

RICHARD SLAMA ELEANOR B. SLAMA, his wife Anne Arundel County, Maryland	:	IN THE CIRCUIT COURT FOR
vs.	:	ANNE ARUNDEL COUNTY
ADA B. BRADY General's Highway Hockely, Maryland, etc. etal	:	NO. 11,388 EQUITY
	:	

ANSWER TO BILL OF COMPLAINT

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The Answer of Mildred K. Carter, by her Committee, Ada B. Brady, to the Bill of Complaint exhibited against her, respectfully shows:

1. That the said Mildred K. Carter was declared an Incompetent and the said Ada B. Brady appointed her Committee by a decree of this Honorable Court dated March 22, 1954, in a cause entitled "Ex Parte, In the Matter of the Estate of Mildred K. Carter, an Incompetent" No. 8462 Equity, which decree is still in effect.

2. That the said Mildred K. Carter being an Incompetent cannot therefore answer or deny any of the matters and things in said Bill alleged, and by Her Committee, submits her rights thereunder to the protection of this Honorable Court.

AND AS IN DUTY BOUND, ETC.

Ada B Brady
Ada B. Brady
Committee for Mildred K. Carter

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Filed 28 July, 1955.

LIBER 95 PAGE 564

RICHARD SLAMA, et al,	*	IN THE CIRCUIT COURT
vs.	*	FOR
ADA B. BRADY	*	ANNE ARUNDEL COUNTY
	*	NO. 11,388 EQUITY

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

ANSWER OF DEFENDANT BY GUARDIAN AD LITEM

The Answer of Theresa Georgianna MacKey by Irene T. Norton, Guardian Ad Litem, respectfully represents:

- 1 -

That the Defendant, Theresa Georgianna MacKey, being an incompetent, cannot answer or deny the allegations in said Bill of Complaint against her exhibited, and by her Guardian Ad Litem, Irene T. Norton, hereby submits her rights thereunder to the protection of this Honorable Court.

Irene T. Norton
Irene T. Norton, Guardian Ad Litem

John H. Hopkins, IV,
15 School Street, Annapolis, Maryland,
Attorney for Guardian Ad Litem

I hereby Certify that I have this 15th day of August 1955, delivered a Copy of the foregoing Answer to Morris Turner and C. Osborne Duvall, Solicitors for Petitioner

John H. Hopkins IV
attorney for Guardian ad litem
15 School St Annapolis Md.

Filed 15 Aug., 1955.

LIBER 95 PAGE 565

RICHARD SLAMA, ET AL.	:	IN
	:	THE CIRCUIT COURT
VS.	:	FOR
ADA B. BRADY, ET AL.	:	ANNE ARUNDEL COUNTY
	:	No. 11,388 Equity

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

TESTIMONY ON BEHALF OF PETITIONERS

November 10, 1955

Present:

Mr. C. Osborne Duvall,
Mr. Morris Turk, } Solicitors for Petitioners.

Mr. John H Hopkins, IV, Solicitor for Guardian Ad Litem.

Mr. Emanuel Klawans, Examiner.

Mrs. Katharine H. McCutchan, Court Stenographer.

Witnesses:

Ada B. Brady, pages 2, 3, 4, 5.

Richard A. Slama, pages 5, 6.

Fred E, Voges, pages 6, 7, 8.

T. Carroll Worthington, pages 8, 9.

19

Filed 1 dlec., 1955

Ada B. Brady, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Duvall)

1. Will you state your name and address?

A. Ada B. Brady, R.F.D. #1, Hockley, Annapolis, Maryland.

2. Did you know Edward L. Carter?

A. Yes I did.

3. Is he living or dead?

A. He is dead.

4. When did he die?

A. 1910.

5. How many heirs did he leave surviving him?

A. His widow, Gertrude Carter, who is dead, and a son, Harvey F. Carter, and two daughters, Theresa Carter, now Theresa Mackey, and Mildred K. Carter.

6. When did Gertrude Carter die?

A. 1916.

7. Did Edward L. Carter die leaving a Will or without a Will?

A. Without a Will.

8. Did he have any other children during his lifetime?

A. No.

9. Are they all over 21 years of age?

A. Yes.

10. How many heirs did Gertrude Carter leave surviving her?

A. The same ones, Harvey Carter, Theresa Mackey and Mildred Carter.

11. Did Gertrude Carter leave a Will?

A. No.

12. What is your relationship to Harvey Carter, Theresa Mackey and Mildred Carter?

A. Aunt.

13. Do you know where Theresa Carter Mackey is at present??

A. At St. Elizabeth's Hospital in Washington, D. C.

14. Has she been adjudicated incompetent?

A. Yes she has.

(CERTIFIED COPY OF ADJUDICATION OF THERESA MACKEY BY THE UNITED STATES DISTRICT COURT, MENTAL HEALTH NO. 601-48, ATTACHED TO BILL OF COMPLAINT AS COMPLAINANT'S EX. 2 MARKED EXAMINER'S EX. 1)

15. Where is Mildred K. Carter at the present time?

A. Spring Grove State Hospital.

16. Is that a mental institution?

A. It is.

17. Has she been adjudicated incompetent?

A. She has.

18. Are you the Committee for Mildred K. Carter?

A. I am.

(CERTIFIED COPY OF DECREE OF THIS COURT IN NO. 8462 EQ. FILED WITH THE BILL OF COMPLAINT AS COMPLAINANT'S EX. 3 MARKED EXAMINER'S EX. 2)

19. Do you know from whom Edward L. Carter acquired the property which is the subject matter of these proceedings?

A. From people by the name of Sellman.

(CERTIFIED COPY OF DEED DATED 6 JUNE 1906 FROM MARY L. SELLMAN, ET AL. TO EDWARD L. CARTER, AND RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER G. W. No. 49, folio 257, ATTACHED TO BILL OF COMPLAINT AS COMPLAINANT'S EX. 1, MARKED EXAMINER'S EX. 3)

20. Are you familiar with the property which is the subject matter of these proceedings, consisting of one tract of approximately five acres and another tract consisting of approximately 20 acres of land?

A. I am.

21

21. Where is it located?

A On the east side of General's Highway, about a mile from Carr's Corner.

22. What is the condition of the land at present?

A. It is mostly overgrown with trees and underbrush which has accumulated for at least fifty years. The land is quite uneven; it has ravines and gullies and there Lots of wild vines including poison oak on it. The back part of the 19 acres is 1/3 valueless because of the deep ravines.

23. Are there any improvements on the property?

A. No.

24. Is Mildred K. Carter married or single?

A. Single

25. Is Theresa Mackey married or single?

A. Married and divorced.

26. Who are the present owners of the property?

A. Richard and Eleanor Slama own one-third, Mildred Carter, one-third, and Theresa Mackey, one-third.

27. Are they all over 21 years of age?

A. Yes.

28. In your opinion, is the property susceptible of division in kind among the parties in interest?

A. No. It could not be divided evenly.

29. Who pays the taxes on the property?

A. I paid the taxes on the property from the rental of a sign to the Sherwood Forest Company, but there are no funds left now.

30. In your opinion, what should be done with the property?

A. It should be sold and settled, so that the parties in interest can have the benefit of the money. There is no revenue from the property now. The girl who is in my care needs the money for her support and maintenance and medical care.

31 Is that true also of Theresa Mackey?

A Yes.

22

32. Would it be to the advantage of all of the parties to this suit and to their best interests that the property be sold, and the money divided as their interests may appear?

A. Yes.

(Mr Klawans)

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

Ada B Brady
Ada B Brady

Richard A Slama, a witness of lawful age, being first duly sworn, deposes and says:

(Mr. Duvall)

1. Will you state your name and address?

A. Richard A Slama, 55 West St is my business address, and General's Highway is my home address

2. Do you have an interest in the property which is the subject matter of these proceedings?

A. One-third with my wife.

3 How did you acquire that interest?

A We purchasedit from Harvey Carter .(DEED DATED FEB. 26, 1955 FROM HARVEY F. CARTER AND WIFE TO RICHARD A. SLAMA AND ELEANOR B. SLAMA, HIS WIFE, RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY IN LIBER J.H.H. 907, folio 488, AND FILED WITH THE BILL OF COMPLAINT AS COMPLAINANTS' EX. 4 ,MARKED EXAMINER'S EX. 4)

4. Where is the property located?

A. General's Highway one mile from Carr's Corner

5 Will you describe the land?

A It is very uneven, with deep ravines, and very overgrown

with pines and underbrush. Water from the property across the road drains omto this property by means of a culvert.

6. How is it that you are familiar with the property?

A. Onr property is adjacent to one section.

7. Does the property contain any timber of sufficient size and nature to be marketable?

A. A very small amount on the five acre tract Which would cost more to cut it than it is worth. There is nothing of value on the large tract .

8. Is the land susceptible of divisbn in kind without loss or injury to the parties in interest?

A. The land cannot be divided equally.

9. What, in your opinion, should be done with the property?

A. It should be sold and the money divided, especially to the two owners who need the money. They are not getting any income from the property as it is and they need the money.

10. Do you think it would be to the advantage of all the parties in interest that the property be sold and the proceeds be divided among them?

A. Yes. No one is getting any benefit from the property now.

(Mr. Klawans)

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

Richard A. Slama

Richard A. Slama

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

(Mr. Duvall)

1. What is your name and address?

A. Fred E. Voges, Speer Bldg.,Annapolis, Md.

2. What is your profession?

A. Realtor.

24

3. How long have you been a realtor?

A. Twenty-two years.

4. As part of your work, have you had occasion to appraise property in Anne Arundel County?

A. I have.

5. Are you familiar with the property that is the subject matter of these proceedings?

A. I am.

6. Will you describe that property?

A. The two tracts of land are located on the east side of General's Highway in the Second Election District of Anne Arundel County one mile east of Carr's Corner. The first parcel contains 4.982 acres, more or less, according to Hall and Associates, Surveyors, lying on southeast corner of the intersection of General's Highway on the County Road leading to Epping Forest. This parcel is thickly covered with scrub timber and brush. The second parcel contains 20.141 acres, according to the same survey. The contours of this parcel are very rough; it is covered with pine and underbrush.

7. In your opinion, what is the fair market value of the property containing 4.982 acres, more or less?

A. In my opinion, the fair market value is $1000.

8. What is the fair market value of the 20.141 acre tract?

A. In my opinion, $1500.

9. In your opinion, can the land be partitioned in kind without loss or injury to the parties in interest?

A. It cannot be divided equally. The contours of the land are hilly and rough and of no value for development and it would cost a considerable amount to clear the land and level it for lots.

10. Would it be to the advantage of the parties in interest that the property be sold and the proceeds divided as their interests may appear?

25

A. Yes.

11. Why?

A. The land is lying there, bringing in no income in its present condition, and if it is sold, it could be of some benefit to the heirs.

(Mr. Klawans)

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

Fred E Voges

Fred E. Voges

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

(Mr. Duvall)

1. Will you give your name and address?

A. T. Carroll Worthington, Towns-Worth Building, South Street, Annapolis, Md.

2. What is your profession?

A. Realtor.

3. How long have you been a realtor?

A. Since 1923.

4. As a realtor, have you had occasion to appraise property in Anne Arundel County?

A. Yes.

5. Are you familiar with the property which is the subject matter of these proceedings?

A. I am.

6. Will you describe that property?

26

A. The property is on the east side of the General's Highway one mile from Carr's Corner. The five acre tract is on the General's Highway going to Epping Forest and runs from the State Road to the Old W.B & A. Railroad; it is level on the corner, runs back to larger section that is heavily overgrown. In my opinion, the fair market value of this tract is $1000.

7. Can this tract be used?

A. You could put one house very close to the road there. It would be very costly to clear the land. The 20 acre tract runs from the State Road to the old railroad bed. It is very rough. The little bit of timber on it wouldn't warrant a lumberman to go in there to cut it. It would do more damage to the property than to leave it.

8. What is the fair market value of the 20 acre tract?

A. $1500.

9. Is the property susceptible of division in kind among the parties in interest without loss or injury to them?

A. No it cannot be divided equally.

10. Is it your opinion that the property be sold and the proceeds divided?

A. Yes, it is costing taxes now and no income is derived from the property as it stands. The money from a sale of the property would be of benefit to the parties in interest.

(Mr. Klawans)

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

T. Carroll Worthington

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

Witness my hand and seal this 12th day of December 1955.

Emanuel Klawans (SEAL)
EMANUEL KLAWANS, Examiner

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

RICHARD SLAMA, et al : IN THE CIRCUIT COURT

LIBER 95 PAGE 574

vs. : FOR

: ANNE ARUNDEL COUNTY

ADA B. BRADY, etc. : NO. 11, 388 Equity

DECREE FOR THE SALE OF REAL ESTATE

This cause standing ready for hearing and being submitted, were read and considered by the Court:

IT IS THEREUPON, this 14th day of December, 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 C. Osborne Duvall 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 $3000.00, 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 tc bear interest at 6% per annum from the day of sale; or at private 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, adknowledged 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 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 commissions to the said Trustees as this Court shall think proper to allow in consideration of the skill, attention and fidelity wherewith they shall appear to have discharged their trust.

Benjamin Michaelson
Judge

Filed: 14 Dec. 1955

LIBER 95 PAGE 575

No. 11,388 Equity

GLOBE INDEMNITY COMPANY

EXECUTIVE OFFICES: NEW YORK — A NEW YORK CORPORATION

A STOCK COMPANY

BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Morris Turk and C. Osborne Duvall, 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 Three Thousand Dollars ($3,000.00) 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 21st day of December, 1955.

WHEREAS, by Decree of the Circuit Court for Anne Arundel County in a cause entitled "Richard Slama vs. Ada B. Brady, et al", No. 11,388 Equity, dated December 14, 1955, Morris Turk and C. Osborne Duvall were appointed Trustees to make sale of the property described in said proceedings, and the said Morris Turk and C. Osborne Duvall 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 said Trustees shall faithfully perform and execute the trust reposed in them, or to be reposed in them by any future order in the premises, then the obligation set forth above shall be void and of no effect; otherwise to be and remain in full force and virtue in law.

WITNESS:

Morris Turk (SEAL)
Morris Turk

C. Osborne Duvall (SEAL)
C. Osborne Duvall

PRINCIPALS

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

SURETY

Bond approved 27 Dec. 1955
George J. Cromwell, Clerk

Filed: 27 Dec. 1955

31

LIBER 95 PAGE 576

RICHARD SLAMA, et al	:	IN THE CIRCUIT COURT FOR
	:	ANNE ARUNDEL COUNTY
vs.	:	
	:	No. 11,388 Equity
ADA B. BRADY, etc.	:	

REPORT OF SALE

TO THE HONORABLE, THE JUDGES OF SAID COURT:

The report of C. Osborne Duvall and Morris Turk, Trustees, under a decree passed in these proceedings, dated the 14th day of December, 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 prerequisites as required by law and the said decree, they did sell to Richard Slama and Eleanor B. Slama, his wife, the property mentioned in these proceedings at private sale for Two Thousand Seven Hundred Fifty Dollars ($2,750.00), that being higher than the highest appraised value of said property therein mentioned, as set forth by a Contract of Sale hereto attached and made a part hereof, said property being described as follows:

All those two tracts of land situate, lying and being in the Second Election District, Anne Arundel County, Maryland, between Generals Highway and the old road bed of W. B. & A. Railroad, near Hockley, containing 20.14 acres, more or less, and 4.982 acres, more or less, respectively as surveyed by Edward Hall, III & Associates, December, 1953. Being same parcels of land as described in a deed dated February 26, 1955 from Harvey F. Carter et al to Richard Slama, et al, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 907, folio 488.

That the purchasers have paid the deposit of Two Hundred Seventy Five Dollars as required under said decree and that the Trustees aver that the price obtained for the property is a fair and reasonable one and recommend ratification thereof.

Respectfully submitted,

C. Osborne Duvall

Morris Turk

Trustees

Filed JAN 10 1956

32

STATE OF MARYLAND, ANNE ARUNDEL COUNTY, to wit:

I HEREBY CERTIFY that on this 10th day of January, 1956, before me, the subscriber, a Notary Public of the State of Maryland in and for the County aforesaid, personally appeared C. Osborne Duvall 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 of sale 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.

Irene Norton
Notary Public

CONTRACT OF SALE

LIBER 95 PAGE 578

This Agreement, Made this 4th Day of January, 1956

19 , by and between C. Osborne Duvall and Morris Turk, Trustees

of the first part, hereinafter called Seller, and Richard Slama and Eleanor B. Slama, his wife,

of the second part, hereinafter called Buyer

Witnesseth: That for and in consideration of the premises and the hereinafter mentioned deposit, the said Seller does hereby bargain and sell unto the Buyer, and the Buyer does hereby purchase from the Seller——SUBJECT TO ANY COVENANTS AND RESTRICTIONS OF RECORD, the following described property situate and lying in Anne Arundel County, Maryland, and described as follows: All those two tracts or parcels of land situate, lying and being in the Second Election District, A.A. County, Maryland, between Generals Highway and the old road bed of W. B. &A. Railroad, near Hockley, containing 20.14 acres, more or less and 4.982 acres, more or less, respectively, as surveyed by Edward Hall, III & Assoc. December, 1953. Being same parcels of land as described in deed February 26, 1955 from Harvey F. Carter et al to Richard Slama, et al and recorded J.H.H. 907, folio 488.

At and for the price of Two thousand seven hundred fifty ($2,750.00) Dollars, of which Two Hundred Seventy five Dollars, having been paid prior to the signing hereof and the balance of said purchase price to be paid as follows:

Settlement to be had thirty days from date hereof. Deferred payments to bear interest at 6% per annum from the date hereof to date of settlement. Taxes, water rent and other public charges to be adjusted as of date hereof.

AND upon payment as above of the unpaid purchase money, a Deed for the property shall be executed by the Seller at the Buyers expense, which shall convey the property by a good and merchantable title to the Buyer, free of all encumbrances, otherwise the above referred to deposit shall be refunded and this contract shall become null and void.

Taxes, insurance, rent, water rent, and all other assessments, public dues and charges shall be adjusted to the day of transfer, cost of United States documentary, and State recording stamps shall be borne equally between the Seller and the Buyer.

TIME is of the essence of this Agreement, and if the terms hereof are not complied with, the deposit above referred to shall be forfeited.

~~The Seller hereby agrees to pay XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Per Cent Broker's Commission~~

The entire deposit hereinabove referred to shall be held by the ~~Broker~~ Trustees until settlement is made.

WITNESS the hands and seals of the parties hereto.

WITNESSES:

Irene Norton — C. Osborne Duvall (Seal)

Irene Norton — Morris Turk (Seal)

C. Osborne Duvall — Richard C. Slama (Seal)

C. Osborne Duvall — Eleanor B. Slama (Seal)

Exhibit

Filed JAN 10 1956

34

LIBER 95 PAGE 579

ORDER NISI

Richard Slama
Eleanor B. Slama, his wife

versus

Ada B. Brady, Committee for
Mildred K. Carter, unmarried,
an Incompetent, et al, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

No. 11,388 Equity

Ordered, this 10 day of January, 19 56, That the sale of the Real Estate in these Proceedings mentioned, made and reported by C. Osborne Duvall and Morris Turk, Trustees,

BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof be shown on or before the 13 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 13 day of February next.

The report states that the amount of sale ~~xxxxx~~ was $ 2,750.00.

George T. Crommelin, Clerk.

True Copy,

TEST: Clerk.

(Final Order)

Filed 10 Jan., 1956.

Richard Slama
Eleanor B. Slama, his wife

versus

Ada B. Brady, Committee for
Mildred K. Carter, unmarried,
an Incompetent, et al, etc.

IN THE

CIRCUIT COURT

FOR

ANNE ARUNDEL COUNTY

Term, 19

ORDERED BY THE COURT, This 14th day of February, 1956, 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 FEB 14 1956

35

LIBER 95 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., February 11, 1956

We hereby certify, that the annexed

Order Nisi - Sale

Equity 11388

Ada B Brady

was published in

Evening Capital

a newspaper published in the City of Annapolis, Anne Arundel County, Maryland, once a week for 4 successive weeks before the 13th day of February, 1956. The first insertion being made the 12th day of January, 1956.

THE CAPITAL-GAZETTE PRESS, INC.

By Julia L. French

No. E.C. 1474

Filed FEB 14 1956

36

Order Nisi

IN THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
NO 11,388 EQUITY

RICHARD SLAMA,
ELEANOR H SLAMA, his wife,
versus
ADA B. BRADY, Committee for MILDRED K. CARTER, unmarried, An Incompetent, et al, etc.

Ordered, this 10th day of January, 1956, That the sale of the Real Estate in these Proceedings mentioned, made and reported by C. Osborne Duvall and Morris Turk, Trustees, BE RATIFIED AND CONFIRMED, unless cause to the contrary thereof 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.

The report states that the amount of sale was $2,750.00.

GEORGE T. CROMWELL, Clerk.

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

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LIBER 95 PAGE 581

In the Case of

Richard Slama
and
Eleanor B. Slama, his wife
vs.
Ada B. Brady,
Committee for Mildred K. Carter,
an incompetent, et al

In the

Circuit Court

For

Anne Arundel County

No. 11,388 Equity

To the Honorable, the Judges of said Court:

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

February 28, 1956

All of which is respectfully submitted.

Laura K. Jackling
Auditor.

37

Dr. in ac.

Richard Slama and Eleanor B. Slama, his wife, vs. Ada B. Brady, Committee of Mildred K. Carter, an incompetent, et al

To Trustees for Commissions, viz:	98	00	98	00
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	69	50		
Jos. W. Alton, Jr. - Sheriff's costs	3	95		
Geo. L. Byerly - Sheriff's costs	1	90		
Irene Norton, - Guardian ad Litem's fee	4	00		
Emanuel Klawans - Examiner's fee	10	00		
Katharine H. McCutchan - Stenographer's fee	10	00		
Auditor - stating this account	18	00		
			137	35
To Trustees for Expenses, viz:				
Capital-Gazette Press - notice to creditors	8	00		
Capital-Gazette Press - order nisi (sale)	8	00		
Capital-Gazette Press - order nisi (acct)	6	00		
Globe Indemnity Co. - bond premium	12	00		
Fred E. Voges - appraisal and testimony	25	00		
T. Carroll Worthington - appraisal and testimony	25	00		
Clerk of Court - certified copies of deed, and decree in #8462 Equity	5	50		
Clerk of U. S. District Court for the District of Columbia - copy of decree of adjudication and commitment of Theresa G. Mackey	1	75		
Morris Turk - fee for professional services (Order 2/15/56)	125	00		
One-half Federal documentary stamps	1	65		
One-half State documentary stamps	1	65		
Irene Norton - notary fee	1	00	220	55
To Trustees for Taxes, viz:				
1955 State and County taxes ($12.40)- adjusted to 2/16/56	1	53	1	53
BALANCE FOR DISTRIBUTION - $2,309.10				
Distributed to Children of Edward L. Carter (who died 3/15/10) and subsequent grantees, viz:				
To Theresa G. Mackey, daughter -one-third	769	70		
To Ada B. Brady, Committee of Mildred K. Carter, daughter, an incompetent, (See Equity #8462) - one-third	769	70		
To Richard Slama and Eleanor B. Slama, his wife, grantees of the interest of Harvey F. Carter, son - one-third	769	70	2,309	10
			2,766	53

with C. Osborne Duvall and Morris Turk, Trustees Cr.

1956				
Feb.	16	Proceeds of Sale (Contract dated 1/4/56)	2,750 00	
		Interest on purchase price to 2/16/56	16 53	2,766 53
				2,766 53

ORDER NISI

LIBER 95 PAGE 584

Richard Slama and
Eleanor B. Slama, his wife

VERSUS

Ada B. Brady, Committee for
Mildred K. Carter, an incom-
petent, et al

In the
CIRCUIT COURT
For
ANNE ARUNDEL COUNTY

No. 11,388 Equity.

ORDERED, This 29th day of February, 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 4th day of April next; Provided a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of April next.

Filed FEB 29 1956

George T. Cromwell, Clerk

In the Circuit Court for Anne Arundel County

ORDERED BY THE COURT, this 5th day of April, 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 Trustees apply the proceeds accordingly with a due proportion of interest as the same has been or may be received.

Benjamin Michaelson
Judge

Filed: Apr. 5, 1956

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. 11,388 EQUITY

Richard Slama and
Eleanor B. Slama, his wife,
versus
Ada B. Brady, Committee for
Mildred K. Carter,
an incompetent, et al.

Ordered, this 20th day of February, 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 4th day of April next; Provided, a copy of this Order be inserted in some newspaper published in Anne Arundel County, once in each of three successive weeks before the 4th day of April next.

GEORGE T. CROMWELL, Clerk.

True Copy, TEST:

GEORGE T. CROMWELL, Clerk.

m-16

CERTIFICATE OF PUBLICATION

Annapolis, Md., April 3, 1956

We hereby certify, that the annexed

Order Nisi Eq. 11,388
Auditor account
Richard Slama

was published in

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